

SERVICES SUPPLIER AGREEMENT

This Agreement ("Agreement") effective as of the last date set forth under the signatures below ("Effective Date") is between Johann A. Krause, Inc. ("Johann A. Krause") a _____ corporation, and _____ (the "Supplier"), a _____ corporation, to provide services to Johann A. Krause for the benefit of clients of Johann A. Krause (each of which shall be "Customers").

Johann A. Krause has negotiated agreements with Customers to develop, design, manufacture and deliver turnkey aggregate assembly systems. In many instances, Johann A. Krause must supply technical personnel to meet specific business needs of the Customers. Technical personnel engaged by Supplier may be selected to provide such services to the Customers ("Services").

NOW THEREFORE, in consideration of the terms and conditions contained herein, and other good and valuable consideration, the parties hereto mutually agree as follows:

1. SCOPE OF AGREEMENT

During the term of this Agreement, Supplier agrees to use its good faith best *efforts* to supply qualified Technical Staff (as that term is defined in Section 4 below) to render Services to meet the requirements of specific Customers, as may be set forth in any specific job requisition (a "Job Requisition") delivered to Supplier by Johann A. Krause.

Supplier shall take appropriate measures (including those detailed below) to assure that its Technical Staff who perform the Services contemplated in any Job Requisition are qualified to do so and that they will not breach any provisions of this Agreement.

Supplier represents and warrants to Johann A. Krause that the Services will be performed in a first class, and businesslike manner in accordance with the highest technical standards and to Johann A. Krause's and the Customer's satisfaction.

Supplier further agrees that it shall:

A. Schedule its Technical Staff to work as directed by Johann A. Krause in accordance with the business needs of Customers;

B. Remove any Technical Staff from assignment on a Job Requisition for any reason at the request of Johann A. Krause;

C. Deal directly and exclusively with Johann A. Krause, never directly or indirectly with Customers with respect to questions or concerns regarding job requirements and/or questions or concerns regarding payment of monies due for Services provided. Supplier understands and recognizes that Johann A. Krause has a direct contractual relationship with its Customers and that these restrictions are reasonable, fair, equitable and necessary in order to protect Johann A. Krause's legitimate business interests and contract rights, and are a material inducement to Johann A. Krause to enter into this Agreement;

D. Perform all of its other obligations under this Agreement.

1.1 AUTHORIZATION FORMS

Supplier shall furnish qualified Technical Staff to Johann A. Krause or its designees as and when requested by Johann A. Krause via applicable authorization forms. Supplier acknowledges and agrees that no Services by Supplier shall begin and Supplier shall refuse to fill any requests for any Technical Staff to render Services to Customers unless and until a properly executed Job Requisition or its equivalent is issued by Johann A. Krause.

2. JOB REQUISITIONS

Supplier shall document each placement of Technical Staff to perform Services hereunder via the issuance of a properly executed Job Requisition or as otherwise directed or requested by Johann A. Krause.

3. TERM AND TERMINATION

This Agreement shall commence on the Effective Date and shall automatically renew every one (1) year from said date. Prior to each automatic renewal, Johann A. Krause may restate terms in this Agreement, with at least thirty (30) days

prior written notice to the Supplier, to which Supplier will be required to either Accept and Agree to the new Agreement or Reject and Disagree in writing, provided such term changes shall not affect the obligations of either Johann A. Krause or the Supplier under any Job Requisition issued under the Agreement prior to the restated terms.

This Agreement may be terminated by either party prior to the Termination Date with or without cause upon fourteen (14) days written notice to the other party, provided, however, that such termination shall not affect the obligations of either party to the other under any Job Requisition issued pursuant to this Agreement prior to the termination date, and such Job Requisition shall continue in effect as though this Agreement had not been terminated. For purposes of this Section 3, absent rejection by the nonbreaching party, "cause" shall mean a material breach of this Agreement on the part of a party, which breach has not been cured within 10 days after such party has received written notice of such breach from the other party. In addition, Johann A. Krause, without prejudice to any right or remedy on account of any failure of Supplier to perform its obligations under this Agreement, may at any time terminate the performance of Services under any Job Requisition, in whole or in part, by written notice to Supplier specifying the extent to which the performance of the Services is terminated and the date upon which such termination becomes effective, in the event of any such termination, other than for failure of Supplier to perform its obligations under this Agreement, Supplier shall be entitled to payment for Services rendered and for expenses properly reimbursable under a Job Requisition prior to the effective date of termination; provided, however, that payment of any such amounts shall be subject to any limitation set forth in the Job Requisition. The payment of such amounts shall be in full settlement of any and all claims of Supplier of every description.

In the event of termination of this Agreement or any Job Requisition, all property, work papers and work in process in Supplier's possession shall be forwarded promptly to Johann A. Krause.

Notwithstanding any other provisions under this Agreement Johann A. Krause has the right at any time and for any lawful reason to reject or have Supplier remove any Technical Staff from performing Services under this Agreement upon notice to Supplier. Upon such notice, Supplier shall, at Johann A. Krause's request, use its best effort to replace the Technical Staff.

4. TECHNICAL STAFF

The term "Technical Staff" means any individual performing Services to Johann A. Krause or to a Client and who has been furnished by Supplier under this Agreement. It is agreed that all such persons provided by Supplier are for all purposes employees of Supplier and not employees or agents of Johann A. Krause or of Customers.

Supplier shall pay its Technical Staff, and shall be responsible for compliance with any and all Federal, State and local wage and hour and other labor and tax laws with respect thereto. Supplier will ascertain and pay prevailing wages, as well as pay or withhold any applicable Federal, State and local taxes relating to their Technical Staff.

Supplier agrees to provide such reports to Johann A. Krause from time to time as Johann A. Krause may reasonably request. Supplier agrees to cooperate and provide documentation and/or assistance to Johann A. Krause to accomplish the purposes of this Agreement.

Johann A. Krause and Customers are not responsible for the safekeeping of Supplier property on Customers premises. Supplier shall not stop, delay or interfere with Customer's work schedule without the prior approval of Johann A. Krause.

5. COMPENSATION OF SUPPLIER AND OF JOHANN A. KRAUSE

Johann A. Krause shall pay Supplier for Services based upon the Billing Rate(s) specified in Job Requisition(s) issued during the term of this Agreement. For purposes of this Agreement, "Billing Rate" means the Billing Rates set forth in a specific Job Requisition, as it may be amended from time to time. Normally, the Billing Rate for a specific Job Requisition will remain fixed.

Johann A. Krause will not pay Supplier for any other charges, costs or expenses unless specifically authorized in writing, in advance by Johann A. Krause. Reasonable expenses for transportation and living while on approved travel assignments for a specific Job Requisition thus may be reimbursed only if authorized in writing, in advance by Johann A. Krause. Supplier shall submit invoices for pre-approved reimbursable expenses promptly upon completion of the applicable event. Supplier shall list the charges as separate items on each invoice for the period covered. Supplier shall retain all such records for a period of not less than thirty-six (36) calendar months after the Termination Date. Any

authorization concerning payment by Johann A. Krause for travel or living expenses shall be specified in each Job Requisition.

Supplier will comply with the invoicing requirements as set forth in the Job Requisition or as otherwise requested by Johann A. Krause. Invoices shall be sent weekly, or as otherwise provided in the Job Requisition under this Agreement, while Services are being provided, and a final invoice shall be sent upon completion or termination of Services under a Job Requisition within ten (10) business days to the address provided in the Job Requisition as or otherwise requested by Johann A. Krause. Each invoice shall reference the applicable Job Requisition and list all chargeable items in units and dollar amounts. The invoice shall list by name and classification each Technical Staff whose time is included and shall show the total hours worked by each on the Job Requisition and the Billing Rate charged as well as any approved expenses incurred.

6. AUDIT

Supplier shall maintain complete and accurate accounting records, in a form in accordance with standard accounting practices, to substantiate Supplier's charges under the Job Requisition for at least three (3) years after the Termination Date. Such records shall include, but not be limited to, time and attendance records, job cards, job summaries and travel and living expense reports. All payments, if any, made by Johann A. Krause shall be subject to final adjustments as determined by such audit(s). Johann A. Krause and its authorized agents and representatives shall have access to such records during normal business hours during the term of this Agreement and during the respective periods in which Supplier is required to maintain such records as provided in this Section.

7. PROPRIETARY INFORMATION

Supplier acknowledges and agrees that, in connection with the Services to be provided by Technical Staff, Johann A. Krause and/or Customers will be disclosing to Technical Staff certain information which Johann A. Krause and Customers consider proprietary and confidential (the "Confidential Information"). For purposes of this Agreement, "Confidential Information" shall include information relating to the business affairs, operations, finances, research, development, personnel, trade secrets, know-how, pricing, financial information, strategies, plans, accounts, business plans, opportunities, clientele and/or the business affairs of Johann A. Krause or Customers and/or Customers clientele, and any idea, data, program, technical, business or other intangible information, however conveyed, and any document, print, tape, disc, tool, data, notes, reports, files, drawings, specifications, software programs, formulas, devices, patterns, materials, equipment or other tangible information-conveying or performance-aiding article owned or controlled by Johann A. Krause or Customers, and provided to, or acquired by, Supplier or Technical Staff under or in connection with this Agreement or a Job Requisition. Supplier shall, at no charge to Johann A. Krause or Customers, and as Johann A. Krause or Customers may request, destroy or surrender to Johann A. Krause or such Customers promptly at their request any such article or any copy or portion of such Confidential Information. Supplier shall keep Confidential Information confidential and secret, and use it only in performing under this Agreement or a Job Requisition and shall obligate its employees, Technical Staff, subcontractors and others working for it to be bound to Supplier's confidentiality obligations herein by written agreement.

Supplier shall indemnify, defend, and save harmless Johann A. Krause and Customers, their affiliates, their customers, and each of their current and prior officers, directors, employees, successors and assigns from and against any liens, claims, demands, charges, suits, proceedings, causes of action of any type in law or equity, liabilities, damages, penalties, losses, claims, demands, suits, and expenses (including reasonable attorneys' fees and costs of suit) that arise out of or result from or relate to any claim based on (1) infringement related to confidential information or of any patent, copyright, trademark or trade secret right, or other intellectual property right, private right, or any other proprietary or personal interest of Johann A. Krause or the Customers, (2) breach of any representation or warranty made by Supplier herein, (3) the non-performance of any covenant, agreement or obligation to be performed on the part of Supplier under this Agreement or any Job Requisition, or (4) the existence of this Agreement or performance under or in contemplation of it (each a "Claim"). Supplier shall at, Johann A. Krause's request, defend or settle, at Supplier's own expense and upon Johann A. Krause's approval of counsel, any Claim and shall provide Johann A. Krause with copies of all pleadings, and other correspondence prepared on Johann A. Krause's behalf.

8. ASSIGNMENT AND SUBCONTRACTING RESTRICTIONS

Supplier shall not assign any right or interest under this Agreement or Job Requisitions issued pursuant to this Agreement (excepting monies due or to become due) or delegate any Services or other obligations to be performed or owed under

this Agreement or a Job Requisition issued pursuant to this Agreement without the prior written consent of Johann A. Krause. Any attempted assignment or delegation or subcontracting in contravention of the above provisions shall be void and ineffective ab initio. Any assignment of monies shall also be void and ineffective to the extent that (1) Supplier shall not have given Johann A. Krause at least ten (10) business days' prior written notice of such assignment or (2) such assignment attempts to impose upon Johann A. Krause obligations to the assignee additional to the payment of such monies, or to preclude Johann A. Krause from dealing solely and directly with Supplier in all matters pertaining to this Agreement or a Job Requisition including the negotiation of amendments or settlements of charges due.

Supplier shall not subcontract any Services under this Agreement without the prior written consent of Johann A. Krause. All subcontracts shall provide that Supplier and subcontractors are subject to all the terms and conditions of this Agreement and any applicable Job Requisition, and all Services performed shall be deemed to be Services performed by Supplier. Supplier shall be as fully responsible to Johann A. Krause for the acts and omissions of any subcontractor engaged by the Supplier, as it is for the acts and omissions of its own employees. Johann A. Krause shall have the right to assign this Agreement or a Job Requisition or to assign any right or rights or delegate any duties under this Agreement or any Job Requisition to Customers, or to any of its current or future affiliated companies.

9. NON-SOLICITATION

Supplier agrees not to solicit employment of Johann A. Krause's or Customers' employees during and for a period of one (1) year subsequent to the termination of this Agreement or a Job Requisition, whichever is later.

10. IDENTIFICATION

Supplier shall not, without Johann A. Krause's prior written consent, engage in advertising, promotion or publicity related to this Agreement, or make public use of any Identification in any circumstances related to this Agreement. For this purpose "Identification" means any copy or semblance of any trade name, trademark, service mark, insignia, symbol, logo, or any other product, service or organization designation, or any specification or drawing of Johann A. Krause or of any Customers or their affiliates, or evidence of inspection by or for any of them.

Supplier shall remove or obliterate any Identification prior to any use or disposition of any material rejected or not purchased by Johann A. Krause or any Customers, and Supplier shall indemnify, defend (at Johann A. Krause's request) and save harmless Johann A. Krause and Customers and their affiliates and each of their current and prior officers, directors and employees from and against any losses, damages, claims, demands, suits, liabilities, fines, penalties and expenses (including reasonable attorneys' fees) arising out of Supplier's failure to so remove or obliterate.

11. NON-EXCLUSIVE RIGHTS

This Agreement does not (1) grant to Supplier any exclusive privileges or rights to provide to Johann A. Krause or Customers, Services of any type which Johann A. Krause or Customers may require, or (2) require the purchase of Services by Johann A. Krause. Johann A. Krause and Customers may contract with other companies or individuals for the procurement of Services. No licenses express or implied, under any patents are granted by Johann A. Krause or Customers to Supplier under this Agreement or a Job Requisition.

12. CHOICE OF LAW; MEDIATION

The construction, interpretation and performance of this Agreement and all transactions under it shall be governed by the laws (both substantive and procedural) of the State of Alabama. The federal laws of the United States of America shall be the governing laws, to the extent required, with respect to issues involving intellectual property rights. The parties agree that the provisions of the Alabama Uniform Commercial Code apply to this Agreement and all transactions under it, including agreements and transactions relating to the furnishing of Services, the lease or rental of equipment or material, and the license of software. Supplier agrees to submit to the jurisdiction of any court in the State of Alabama wherein an action is commenced by Johann A. Krause or Customers based on a claim for which Supplier has agreed to indemnify Johann A. Krause or Customers under this Agreement.

If a dispute arises out of or relates to this Agreement or a Job Requisition, or its breach, and the parties have not been successful in resolving such dispute through negotiation, the parties agree to attempt first to resolve the dispute through mediation by submitting the dispute to a sole mediator selected by the parties or, at any time at the option of a party, to mediation by the American Arbitration Association ("AAA"). Each party shall bear its own expenses and an equal share of the expenses of the mediator and the fees of the AAA. The parties, or their representatives, other participants and the

mediator shall hold the existence, content and result of the mediation in confidence. If such dispute is not resolved by such mediation, except as otherwise provided in this Agreement, the parties shall have the right to resort to any remedies permitted by law. All defenses based on passage of time shall be tolled pending the termination of the mediation. Nothing in this Section shall be construed to preclude any party from seeking injunctive relief in order to protect its rights pending mediation. A request by a party to a court for such injunctive relief shall not be deemed a waiver of the obligation to mediate hereunder.

13. NOTICES

All notices under this Agreement and under each Job Requisition shall be deemed duly given upon delivery, if delivered by hand or by confirmed facsimile, or three (3) days after posting, if sent by certified mail, postage prepaid, return receipt requested, as set forth below or to such other address as either party may designate by notice pursuant hereto.

For Johann A. Krause:

Johann A. Krause, Inc.
6767 Old Madison Pike, Bldg. #7
Huntsville, Alabama 35806

For Supplier:

(Address)

(City, State, Zip)

ATTN:

14. LIMITATION OF LIABILITY; ASSURANCES

Supplier shall not implead or bring an action against Johann A. Krause or Customers or the employees of either based on any claim by any person for personal injury or death to any person that arises out of or in connection with Services furnished or to be furnished under this Agreement or a Job Requisition. If requested by Customers or Johann A. Krause, Supplier shall promptly provide additional assurances, documents, instruments or other materials or support in respect of Services to be rendered hereunder.

15. SEVERABILITY; WAIVER; SURVIVAL OF OBLIGATIONS; SECTION HEADINGS; MISCELLANEOUS

If any of the provisions of this Agreement shall be invalid or unenforceable, such invalidity or unenforceability shall not invalidate or render unenforceable the entire Agreement, but rather the entire Agreement shall be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligations of each party shall be construed and enforced accordingly.

The failure of either party at any time to enforce any right or remedy available to it under this Agreement or otherwise with respect to any breach or failure by the other party shall not be construed to be a waiver of such right or remedy with respect to any other breach or failure by the other party.

The obligations of either party under this Agreement or a Job Requisition which by their nature would continue beyond the termination, cancellation or expiration of this Agreement shall continue as necessary or appropriate.

The headings of the several Sections are inserted for convenience only and are not intended to affect the meaning or interpretation of this Agreement. Whenever used in this agreement, the singular shall include the plural and the plural shall include the singular.

16. ENTIRE AGREEMENT

This Agreement, together with its appendices, exhibits, schedules and attachments and Job Requisitions issued pursuant to this Agreement, shall constitute the entire agreement between the parties with respect to the subject matter hereof and thereof and they shall not be modified or rescinded, except by a writing signed by the parties to this Agreement. Additional or different terms inserted in this Agreement by Supplier, or deletions thereto, whether by alterations, addenda, or otherwise, shall be of no force and effect, unless expressly consented to by Johann A. Krause in writing. Estimates or forecasts furnished by Johann A. Krause shall not constitute commitments of Johann A. Krause. The provisions of this Agreement supersede all prior oral and written quotations, communications, agreements and

understandings of the parties with respect to the subject matter of this Agreement.

Further, this Agreement shall not be construed more strictly against Johann A. Krause merely by virtue of the fact that the same has been prepared by Johann A. Krause or its counsel, it being recognized that Supplier and its counsel have had the opportunity to review and contribute substantially and materially to the preparation of this Agreement.

Johann A. Krause

By:

Name:

Title: Director

Accepted and Agreed to:

Date:

By:

Name:

Title:

Date: