



EXHIBIT B CONSULTANT CONSENT

Proficient Business Systems, Inc. (PROBYS) and

(Consultant)

having Social Security

have entered into an agreement (Consulting Services Agreement), through Consultant's Employer/Agency

(Contractor) under which Consultant has

agreed to provide services to **PROBYS's**

(Client). During the term of the assignment

and any extensions thereof, Consultant agrees as follows:

- 1. REPRESENTATIONS:** Consultant represents and warrants that: (a) all information provided to PROBYS and the Client related to Consultants qualifications and experience is accurate; and (b) Consultant is not subject to any contractual limitations on his/her ability to perform services under this Agreement.
- 2. CONFIDENTIALITY:** Consultant agrees not to disclose to any third party, confidential information of PROBYS, the Client, or anyone with a business or employment relationship with PROBYS or Client. Consultant further agrees that he/she will not use, remove, transfer, transmit, reproduce or otherwise deal with confidential information or other tangible or intangible property of another party, except for the sole purpose of performing its services as an employee of Contractor on Clients project identified herein.
- 3. BENEFITS:** Consultant acknowledges that in performing services on Client project, he/she is not an employee of PROBYS or Client. Consultants work will be directed by Contractor and by Client's needs and not subject to the control, direction, or direct supervision of PROBYS. Consultant acknowledges that he/she is not entitled to any benefits from PROBYS or Client, including group insurance, liability insurance, disability insurance, paid vacation, sick leave or other leave, retirement plan, health plan, premium "overtime" pay, or any other benefit. Should Consultant be deemed to be entitled to any benefits or employee rights from PROBYS or Client by operation of law or otherwise, Consultant expressly waives all such benefits. As an employee or subcontractor of Contractor, Consultant will look exclusively to Contractor to: (a) pay or withhold as required, federal, state, and local employment taxes (e.g. FICA and FUTA) or other taxes or payments (Consultant will provide PROBYS with suitable evidence of payment upon request); (b) provide Worker's Compensation coverage to the extent required by law; (c) pay the premium "overtime" rate for overtime hours, if required; neither PROBYS nor Client shall bear any responsibility to pay or withhold any of these taxes or other payments. In the event any individual or entity brings or threatens to bring a claim against PROBYS or Client related to the status, acts or omissions of Contractor or Consultants, Consultant agrees to cooperate with PROBYS and Client. Contractor's cooperation shall include providing accurate factual information to support Consultants representations of its status as an employee or subcontractor of Contractor.
- 4. DURATION AND TERMINATION:** The duration of Consultant work pursuant to this Agreement shall be governed by the length of the project as established by Client and Contractor, including any extensions or renewals thereof. In no event shall such term be considered indefinite or of unlimited duration. Consultant's services under this Agreement will terminate as of the date that the project (as defined by Client and Consultant) is completed, including any renewals or extensions thereof. It shall be further subject to termination for any reason by Client as per Client provided notice or by Contractor pursuant to any such arrangement between Contractor and Consultant.
- 5. OWNERSHIP OF INTELLECTUAL PROPERTY:** Consultant agrees that all documents, deliverables, software, systems designs, disks, tapes and any other materials (collectively, "materials") created in whole or in part by Consultant in the course of or related to providing services to the Client shall be treated as a "work for hire" for the Client. Consultant will immediately disclose to the Client all discoveries, inventions, enhancements, improvements and similar creations (collectively, "creations") made, in whole or in part, by Consultant in the course of or related to providing services to the Client.



All ownership of any materials or creations shall vest exclusively with the PROBYS and/or Client, including any copyright rights, patent rights or any other intellectual property rights.

Consultant acknowledges that the compensation it receives from Contractor includes compensation for assigning all intellectual property rights that may arise in the course of performance of services on Clients project.

Consultant hereby assigns to Client all right, title and interest that Contractor may have in such materials and creations without entitlement to any additional compensation and free of all liens and encumbrances of any type. Consultant agrees to execute any documents necessary by Client to register or perfect its intellectual property rights. Any rights conferred upon Client under this paragraph may only be waived or assigned in writing signed by an authorized representative of Client. Consultant has the right to re-use: (i) intangible know-how subject to the terms and conditions of this agreement and (ii) any of the intellectual property which was not created in connection with this Agreement or any Work Order.

6. NON-COMPETITION/NON-SOLICITATION: During the term that Consultant is providing services pursuant to this Agreement, and any extensions or modifications thereof, and for a period of twelve months following the completion of any project(s) on which Consultant is working pursuant to this Agreement, Consultant will not solicit nor offer to perform any technical or other specialized services, either directly or indirectly for the Client, its subsidiaries or any affiliated entity other than as set forth in this Agreement without written authorization from PROBYS. In addition, Consultant will not discuss his/her or Contractor's pay rate with the Client.

Consultant will not advise or inform any party other than PROBYS pertaining to any business opportunities existing at the client site without express written approval of PROBYS.

Should Consultant breach any of the limitations imposed by this Section, including but not limited to

(i) Soliciting or becoming employed by Client or any subsidiary or affiliated entity, either directly or indirectly, within the time period indicated above

(ii) Advise or help any party other than PROBYS pertaining to any business opportunities at the client site

(iii) Any discussion about the pay rate with the client

Consultant will be obligated to PROBYS for the sum of \$10,000 as a finders fee in addition to any other damages or any other relief, including injunctive relief, allowed by law or provided for herein against Contractor and/or Consultant.

7. INDEMNIFICATION: Consultant shall indemnify and hold harmless PROBYS and Client, their owners, officers, directors, agents, and employees, from and against all claims, liabilities or costs (including attorneys fees and court costs), brought by any other party, including private parties or governmental entities. The types of claims covered by this indemnification provision, shall include, but shall not be limited to Consultants breach of any provision under this Employee Consent.

8. APPLICABLE LAW: This Employee Consent shall be governed by the laws of the State of Illinois, without regard to choice of law principles, regardless of where Contractor's Employee is performing work, and any litigation shall be brought in the state or federal courts of the State of Illinois. Consultant agrees to the exercise of personal jurisdiction over him/her by such courts to the full extent permitted by law.

As an employee of Contractor who will work on Client project, I have been informed by Contractor and understand and agree to my obligations under this Consultant Consent, the Contractor Agreement, and the Work Order.

Consultant:

Signature _____

Date: