

# INDEMNIFICATION AGREEMENT

Please check to indicate company is a:  Corporation (Inc.)  Limited Liability Company ("LLC")

As an inducement to The TEAM Companies, Inc. ("TTC"), to make payments to the Corporation or LLC (as indicated above) named, \_\_\_\_\_, ("Company"), in respect of services rendered by \_\_\_\_\_ ("Worker") on its behalf without withholding federal or state payroll or any other applicable employer or employee taxes, Company and Worker, jointly and severally, represent, warrant, and agree as follows:

1. Valid Corporation or LLC: Company is a duly organized and validly existing Corporation or Limited Liability Company (as indicated above) in good standing in the state of its organization, and qualified to do business in each state or jurisdiction in which it is required to be so qualified. A current, valid, and signed W-9 on behalf of Company is attached hereto and made a part hereof. Company represents that it pays taxes as a corporation or LLC, and does not file taxes as an individual, for example, using Form 1040. Company and/or Worker will provide to TTC a copy of Company's Articles of Incorporation and any other requested information or tax compliance documentation relating hereto;
2. Authorized Officer of Company: Worker is an officer of Company with authority to enter into contracts on behalf of Company, to act on behalf of Company, and to enter into binding agreements on Company's behalf;
3. Company is Worker's Employer: Payments to Company by TTC on behalf of itself, its affiliates and/or its clients for services rendered by Worker are not subject to withholding of any state, federal, or other income, employment, or any other taxes of any kind or nature. Company is the employer of Worker who is rendering services on its behalf, and is responsible for all applicable employer tax obligations with respect to payments hereunder including, without limitation, tax obligations under the Internal Revenue Code, employer and employee payroll and unemployment taxes, and all federal, state or local tax codes;
4. Company is responsible for remitting taxes: In connection with payments made by TTC to Company, Company shall discharge all employer obligations required by federal, state, and local statute, code, or law including, without limitation, filing of all required returns and reports, timely deducting, withholding, and payment to all applicable taxing authorities of all amounts required in respect of amounts paid by TTC to Company on behalf of Worker hereunder, and payment of any and all assessments, taxes, contributions or other sums, including, without limitation, unemployment taxes, as may be required by applicable federal, state or local agencies or authorities.
5. Company is Employer for Unemployment Claims: Worker further understands that since Company is the employer that is responsible for remitting applicable unemployment taxes, claims for unemployment benefits would name Company as the employer and **not** TTC or its affiliates or clients. Accordingly, Worker understands and agrees to not file a claim for unemployment benefits in which the Worker claims that TTC is the Worker's employer.
6. Change in Status: Company agrees to notify TTC, in writing, of any change in its status that would cause Company to not be the employer for payroll tax purposes of Worker or any individual(s) represented as rendering services on its behalf.
7. Indemnification and Hold Harmless: Company and Worker, and the Company's partners, employees, agents, successors and assigns, agrees to defend, indemnify and hold harmless TTC, its parent, its clients, and related and affiliated entities, and each of their respective officers, directors, shareholders, employees, agents, management company, successors and assigns, from and against any and all taxes, interest, and penalties payable to any taxing authority arising from or in connection with any payments made by TTC to Company and any and all costs and expenses, of any kind or nature, including but not limited to accountants' fees and costs and attorneys' fees and costs, which TTC or its clients may incur in connection with any audit, assessment, settlement, or litigation of claims or assertions by any taxing authority that TTC on behalf of its clients is or was required to withhold, deduct and remit any amounts in respect of TTC's payments to Company hereunder to the fullest extent allowed under the law.
8. Audits: If audited in respect of payments made hereunder, Company and Worker agree to cooperate fully and promptly and provide any records or documentation as may be requested or required and TTC shall release to the auditors conducting such audit on behalf of federal, state, or local taxing authorities or agencies its records of payments to Company, along with a copy of this Indemnification Agreement. Such release of information shall not be construed as a violation of any right to privacy.
9. No Expiration: This Agreement shall remain in full force and effect in perpetuity.

Under penalty of perjury, I certify that the forgoing is true and correct and that I agree to be bound by the terms herein. I further represent that I am authorized to enter into binding agreements on behalf of the Company named. A photocopy, electronic or digital copy of a handwritten signature will be deemed to be an original signature for all purposes.

\_\_\_\_\_  
Signature of Worker, in his capacity as an individual and as Corporate Officer

\_\_\_\_\_  
Name (Please print or type legibly) of Worker

\_\_\_\_\_  
Signature of Corporate Officer (If Different than Worker)

\_\_\_\_\_  
Corporation or Limited Liability Company Name

\_\_\_\_\_  
Name (Please print or type legibly) of Corporate Officer

\_\_\_\_\_  
Federal ID # and State of Registration or Incorporation

\_\_\_\_\_  
Title

\_\_\_\_\_  
Address

\_\_\_\_\_  
Date

\_\_\_\_\_  
City, State & Zip Code

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Email