

## Limited Power of Attorney

### KNOW ALL MEN BY THESE PRESENTS:

That I, \_\_\_\_\_, hereby constitute and appoint Legal Papers, Inc., Maryland Corporations, and all of their internal management to be my true and lawful attorneys in fact, for me and in my name, place and stead, the right to act for me and hereby giving and granting unto my said attorney-in-fact power and authority to do and perform all and every act and thing as set forth herein, reserving to myself all other powers, as necessary to be done in and about the premises as fully to all intents and purposes and I might or could do if personally present, with full power of subscription and revocation, hereby ratifying and confirming all that my said attorneys may do, however, limited to the following matters only.

My attorney-in-fact shall have full power to do all things necessary to accomplish the purposes of this instrument, limited to the following:

1. To execute, acknowledge, endorse, and enseat any service of process, affidavits of due diligence, evasion affidavits, and all related or similar documents, and all other documents as necessary and/or as may be requested to be filed with any Court of appropriate jurisdiction in the State of Maryland or elsewhere to demonstrate, evidence or acknowledge service of suit papers, orders, notices, decrees, motions, or any and all other service of process related matters, on my behalf to the same extent as if I were personally present.

This instrument shall be construed and interpreted as a Limited Power of Attorney. The enumeration of specific items, rights, acts or powers herein shall limit or restrict and is to be constructed or interpreted as limiting or restricting, the powers herein granted to said attorney-in-fact.

Witness: \_\_\_\_\_ Process Server: \_\_\_\_\_

## SUBCONTRACT AGREEMENT AND NON-COMPETITION AGREEMENT

THIS SUBCONTRACT AND NON-COMPETITION AGREEMENT (the "Subcontract Agreement"), is made on this \_\_\_\_\_, by and between Legal Papers, Inc., Maryland Corporations (the "Corporations") and \_\_\_\_\_, the "Subcontractor").

### EXPLANATORY STATEMENT

The Subcontractor will enter into a Subcontract with the Corporations. The Subcontractor shall perform the services as set forth herein as reasonably determined by the Subcontractor in accordance with the performance of this Subcontract.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and of the mutual benefits provided, the Corporations and the Subcontractor hereby agree as follows:

1. Scope. Subject to the terms and conditions of this Subcontract Agreement, the Corporations hereby engages the Subcontractor to effectuate service of process on individuals, corporations, partnerships or such other entities ("entities") as the Corporations shall designate by depositing with the Subcontractor the necessary suit papers. It is the intent of the parties hereto that the term of this Agreement shall be limited in duration to such time as the parties shall mutually decide and that at any time either party may elect to terminate this Agreement. The Subcontractor is not employed by the Corporations to perform any duties. The Subcontractor shall perform any and all duties as to effectuate service of process utilizing his own means, manner, tools, transportation and devices. The Corporations shall furnish the Subcontractor with the name and address of the entity to be served and with such other information as the Corporations reasonably believe is necessary to allow Subcontractor to undertake this Agreement. At no time shall Subcontractor be considered an employee of the Corporations.

2. Compensation. For his compensation for the services to be performed by the Subcontractor as aforesaid, the Corporations shall pay to the Subcontractor an amount equal to the standard rate for each entity served with process. Payment shall be made during the standard biweekly payroll or days of receipt of properly authenticated

documents as is reasonably required by the Corporations demonstrating that service has been effectuated. The Corporations shall be allowed to offset any service fees that may arise as a result of a dispute to service or an 89% or below the poor performance ratings from any funds than are due to the Subcontractor.

Additionally, any funds due the Subcontractor may be held by the Corporations in the event the Subcontractor refuses his reasonable cooperation with respect to any dispute or other matter arising out of the performance of the services contemplated by this Agreement. In no event shall Subcontractor be paid except as set forth herein for any services rendered to the Corporations. The Corporations shall not designate the Subcontractor as an employee and no deductions for any Federal, State or local taxes shall be made from any compensation payable hereunder. The Corporations shall submit an appropriate tax form to the Subcontractor in accordance with the applicable Federal, State and local laws relative to tax and/or other employment and compensation matters.

3. Additional Terms. The Subcontractor shall provide his own transportation, gasoline, automobile insurance, Workmen's Compensation insurance, and any tools, devices or other matters necessary for the Subcontractor to perform this Agreement. In the performance of the Subcontract, Subcontractor shall use his own skills, judgment and discretion as to his performance of any service of process or other matter for which he is contracted. At reasonable times, the Corporations may request that the Subcontractor evidence any insurance policies as required by the Corporations to perform this Agreement. Adequate insurance shall be determined by the Corporations.

4. Indemnification. Subcontractor agrees to indemnify, hold harmless and save the Corporations for any loss, expense, damages, claims, including the reasonable attorney fees incurred by the Corporations, with respect to any matter or event that results from the performance of the Subcontract by the Subcontractor. In the event the Corporations are sued or named as an additional party to the Subcontractor in any claim or any litigation, the Corporations may be represented by counsel of its choosing, but in such event, if it is determined that the event or matter arises out of the performance of this Subcontract, then the Subcontractor shall indemnify the Corporations and pay any legal expenses incurred as herein above provided.

4a. Insurance. At all times during the term of this Agreement, the Contractor will maintain a liability insurance policy and worker's compensation insurance with the maximum coverage and shall cause the Corporation to be named as an additional insured. The Contractor will provide the Corporation with a certificate of insurance evidencing such coverage. If no such insurance is presented, it is the sole responsibility of the contractor to do so and will be accountable for all liability.

#### 5. Competition.

5.1 The Subcontractor shall, during the Term of this Subcontract and (i) for a period of two (2) years after the date of termination of this Subcontract, without the Corporations' prior and specific written consent, engage in any of the following activities:

5.1.1. Directly or indirectly, through his agents, employees or otherwise, or as a principal, partner, shareholder, agent, director, officer, employee, consultant, or in any other capacity whatsoever, engage, participate, invest or become interested in, affiliated or connected with, render service to, or, in exchange for any compensation or remuneration, direct or indirect, furnish any aid, assistance or advice to any person, corporation, firm or other organization engaged in a business or enterprise similar to and in competition with the service of the Corporations or any of the Subsidiaries or Affiliates, within Baltimore City or within a radius of fifty (50) miles from Baltimore City.

5.1.2. Interfere, directly or indirectly, with the conduct of the business of the Corporations or any of its Subsidiaries within the geographical area described in Section 5.1.1. and/or solicit, directly or indirectly, any of the customers or clients of the corporations its Subsidiaries or Affiliates; or

5.1.3. Directly or indirectly, through his agents, employees or otherwise, or as a principal, partner, shareholder, agent, director, officer, employee, consultant, or in any other capacity whatsoever, solicit, direct, or otherwise compete for the services of any of the employees or personnel of the corporations or any of the Subsidiaries or Affiliates. In addition, the Subcontractor shall not influence or attempt to influence any of the employees or personnel of the corporations or any of its Subsidiaries or Affiliates from providing services for, or doing business with, the corporations or any of the Subsidiaries or Affiliates; or

5.1.4. Except at the direction of the Corporations, divulge, use, disclose or furnish any trade secrets, customer or client lists or any other confidential information concerning the business of the Corporations or any of the Subsidiaries or Affiliates.

5.2. The Subcontractor acknowledges that: (i) the terms contained in this Section are necessary for the reasonable and proper protection of the Corporations' interests and the business of the Corporations; (ii) each and every covenant is reasonable in respect of such matter, length of time and geographical area; and (iii) all of the conditions, covenants and restrictions provided herein shall be operative during the full period throughout the whole geographic area described.

5.3. Default. 5.3.1. In the event the Subcontractor refuses to comply with, or at any time attempts to violate, any term, covenant, condition or provision set forth in Section 5.1 et seq, the Corporations, may (in addition to any other remedies at law or in equity), by injunctive action, compel the Subcontractor from violating such term, covenant, condition or provision; and the Subcontractor shall bear and pay, upon demand, all reasonable costs and expenses (including attorneys' fees) incurred in connection therewith by the party bringing such action.

5.3.2. The Subcontractor acknowledges that a breach of the terms of Section 5.1. et seq, hereof may not be fully or adequately compensable by the award or payment of monetary damages, and he/she therefore agrees and consents that he shall be subject to any degree of specific performance, injunction or any other applicable equitable, legal or other decree, order, writ or remedy which shall require his performance in accordance with the terms of Section 5.1. et seq, hereof.

5.3.3. The Subcontractor acknowledges that if he/she does not return all L.P.I. paperwork (ie. summons, subpoenas, badges, etc.) that a deduction of \$5.00 per day will be induced on all monies owed to the subcontractor. Additionally, if there are any funds remaining, a company check will be disbursed 2 weeks after the initial release date via regular mail. This will only occur once the subcontractor supplies the company with a list of the names of the defendants/witnesses and/or their file numbers explaining what funds are to be paid on such events.

5.3.4. Each and every provision and term of this Section 5 shall be treated as independent and severable, to the end that if any such provision or term shall to any extent be held unenforceable, the remaining terms and provisions shall not be affected thereby, and each term and provision hereby shall be enforced to the fullest extent permitted by law.

## 6. Miscellaneous.

6.1. This Subcontract Agreement shall be binding upon and inure to the benefit of (a) the Corporations, its successors and assigns, including the purchaser of substantially all of its assets, and (b) the Subcontractor, his heirs, personal representatives, administrators and legal representatives. This Subcontract Agreement, being one for personal services, shall not be assignable by the Subcontractor.

6.2. All notices and other communications provided for under, or made in connection with, this Subcontract Agreement shall be in writing and shall be deemed to have been given by either party at the time when delivered by hand, or mailed by registered or certified mail addressed to the addresses of the respective parties stated below or to such changed address as either party may designate by notice in accordance with this Section:

To the Corporations:

Legal Papers, Inc.  
908 York Road  
Towson, MD 21204

With a Copy on file for

Subcontractor's name: \_\_\_\_\_

Subcontractor's Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

6.3. This Agreement shall be construed and enforced in accordance with and governed by the laws of the State of Maryland. Neither this Agreement nor any term hereof may be changed, waived, discharged or terminated orally, but only by an instrument in writing signed by the party against whom enforcement of such change, waiver, discharge or termination is sought. This Agreement embodies the entire Agreement and understanding among the parties.

**INTERNAL REVENUE**

Checklist for determining if common law employee relationship exists	Initial Each
1. Worker is required to comply with instructions.	No _____
2. Worker needs to be trained.	No _____
3. Worker's task are integrated into normal business operations.	Yes _____
4. Worker's services are personally rendered and are not delegated.	Yes _____
5. Worker is not responsible for hiring, paying or supervising worker's assistants.	Yes _____
6. Worker has a continuing relationship with the hiring firm.	No _____
7. Worker's hours are set by the hiring firm.	No _____
8. Worker must devote substantially full-time efforts to hiring firm's business.	No _____
9. Work is performed on hiring Firm's premises.	No _____
10. Worker's services conform to order or sequence set by the hiring firm.	No _____
11. Worker is required to submit regular oral and written reports.	No _____
12. Worker's payment is based on time spent instead of by the job.	No _____
13. Hiring firm pays for travel and business expenses.	No _____
14. Hiring firm furnishes tools, & other equipment.	No _____
15. Worker has no significant investment.	Yes _____
16. Worker has no risk of economic loss.	No _____
17. Worker is not working for more than one hiring firm at a time.	No _____
18. Worker does not make services available to the general public.	No _____
19. Worker is subject to discharge even if the job requirements are satisfied.	Yes _____
20. Worker can be terminate relationship with the hiring firm without incurring any liability.	No _____

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed, as a sealed instrument, on the day and year first above written.

Subcontractor \_\_\_\_\_

Date: \_\_\_\_\_

Corporations \_\_\_\_\_

Date: \_\_\_\_\_