



NEW ENGLAND DISPUTE RESOLUTION

EQUITABLE MEDIATION & ARBITRATION

Data Pioneer, Inc. vs. Boston Technology Corporation

Arbitration Award

Pursuant to the terms of a written Arbitration Agreement, dated August 19, 2010 entitled "Subcontractor Agreement" the parties proceeded to arbitration on September 10, 2013.

The plaintiff (herein after "DP") the defendant (herein after "BTC") BTC's clients and sub clients, Career Developer and Alere are engaged in employing Hi-Tech professional employees, often subcontracting their employee's services to client's for a profit.

In August 2010, DP acquired the services of a temporary employee, "Chander" and paid his agreed compensation through November 30, 2011.

DP promptly subcontracted Chander's services to BTC under the terms of a "Subcontractor Agreement" dated August 19, 2010 which contract was authored and drawn by BTC.

BTC subsequently subcontracted Chander to Career Developer for a profit and Career Developer later subcontracted Chander to Alere for a profit.

All parties agree that Chander, a temporary employee of DP was free to terminate his employment at any time and that within the meanings of DP's Subcontractor Agreement, Alere is a client of BTC. Subparagraph 8 of said Subcontractor Agreement provides:

"Subcontractor (BP) agrees that during the term and for a one year period following the termination of the work order it shall not directly or indirectly solicit, work, contract, provide services to or from any contractual relationship with any BTC client... for which Subcontractor's employees provide any services...."

Nothing in the Subcontractor Agreement expressly or impliedly indemnifies BTC for lost profits or undertakes to pay any damages to BTC when a DP employee terminates his employment with a BTC client.

DP has made a proper accounting for the services of its employee Chander and properly billed BTC for his services.

On its arbitration claim, I find for DP and assess damages in the amount of \$18,400 (Eighteen thousand and four hundred dollars.)

On the counter claim, I find for DP, the defendant in the counterclaim.

New England Dispute Resolution
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Kevin R. Doyle

Kevin R. Doyle
Arbitrator

9-25-13



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