



SCHEDULE J
WAIVER OF BENEFITS AGREEMENT REQUIREMENTS

I, _____, an employee or subcontractor of ZeroChaos ("Supplier"), acknowledge that Supplier and Bank of America, N.A. ("BANA") have entered into a Master Agreement For Services ("Agreement") and that in consideration of the fees I shall receive in connection with the Agreement, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, I do hereby agree as follows:

I shall at all times be an employee or subcontractor of Supplier and not an employee of BANA while performing Services pursuant to the Agreement. The manner in which I render Services under the Agreement shall be in accordance with my employment or subcontract agreement with Supplier.

I shall observe and comply with BANA's and its customers site rules and regulations while on its premises and I will comply with all governmental laws, ordinances, rules and regulations applicable to the Services I perform under the Agreement.

I hereby warrant and represent to BANA that I do not have any express or implied obligation to any third party, which in any way conflicts, with any of my obligations under this Agreement.

I agree that I shall not be eligible to participate in any employee benefit plan, insurance program, disability plan, medical benefits plan or any other fringe benefit program sponsored and maintained by BANA for its regular active employees with regard to work I perform under this Agreement and that my compensation hereunder, will be paid by The Supplier, and not be BANA, thereafter, BANA will not withhold or pay on my behalf, any taxes under the Federal Insurance Contribution Act (Sections 3101-3126 of the Internal Revenue Code of 1954, as amended ["Code"]) or under the Federal Unemployment Tax Act (Code Sections 3301-3311), and shall make no withholding under Code Sections 3401-3405 from my compensation paid for services performed hereunder.

The provisions of this Waiver of Benefits Agreement shall survive and continue after expiration or termination of the Agreement.

ACKNOWLEDGED AND ACCEPTED:

By: _____
(Signature of Supplier's Employee or Subcontractor)

Title: _____

Name: _____
(Typed or printed)

Date: _____