



## Square-1 Consulting Services, Inc. Subcontractor Master Agreement

It is with great pleasure that we welcome you to the SQR1 Team. Whether this is your first project with us or you have worked with us multiple times, it is our goal to ensure we are providing you with the best support and continuous work throughout our partnership. Square-1 Consulting Services, Inc., (hereafter referred to as "SQR1"), is ordinarily in the business of providing consulting services to various entities and organizations ("Clients") in the disciplines of engineering, manufacturing, regulatory and technical support.

SQR1 wishes to engage the Subcontractor and Subcontractor wishes to provide consulting services to Clients of SQR1 based on the terms and conditions set out in this Agreement, hereafter referred to as the "Master Agreement".

**Subcontractor Full Name:** \_\_\_\_\_

**Mailing Address:** \_\_\_\_\_

**Business or DBA Name:** \_\_\_\_\_

**Your EIN or Social Security Number:** \_\_\_\_\_

Therefore, in consideration of the shared intent, mutual covenants and agreements contained herein, the parties agree to be bound as follows:

### 1. Duties

SQR1 engages the Subcontractor and the Subcontractor accepts SQR1 engagement to provide consulting services (hereafter referred to as "Services") to the Clients. SQR1 and the Subcontractor will enter into supplementary contracts ("Project Specific Agreements") which will include, but not be limited to, terms specifying the Services to be provided to the Client, start and completion dates and the Subcontractors' compensation.

The Project Specific Agreement will be emailed to Subcontractor and agreed upon by Subcontractor before project is initiated. The Subcontractor will devote its best efforts as it deems necessary to discharge it's duties and obligations under this Master Agreement and any Project Specific Agreements.

### 2. Compensation & Subcontractor Invoicing

SQR1 agrees to pay the Subcontractor compensation for the Services agreed upon between the SQR1 and the Subcontractor as required by the Client's project and as set out in the Project Specific Agreement. The Subcontractor will submit invoices bi-monthly based on a predetermined schedule which specify the client, project, consulting days worked, professional fees and related business expenses. SQR1 will pay such compensation to the Subcontractor by direct deposit through an electronic fund transfer (EFT). Before Subcontractor provides The Company with banking information they will verify with their bank that their account can accept payments electronically. The Company will make every reasonable attempt to ensure payment is sent out within seven (7) business days of receipt of my invoice. If SQR1 is unable to send payment within this time period The Company will notify Subcontractor in writing via email. Subcontractor further understands that failure to submit an invoice on time may result in their reimbursement being held until the next pay period. Subcontractor acknowledges that SQR1 has provided them with SQR1's invoice requirements, process and payment schedule documents.

### 3. Standards and Deliverables

The work performed and the resulting deliverables, outputs, outcomes, products or reports produced by the Subcontractor will be suitable for their intended purpose. The Subcontractor will, in the course of performance of the Services, create and maintain files, working papers and records relating to the performance of the Services as directed by SQR1. Such files, working papers and records, including any appendices, attachments or supporting information, will be the sole and absolute property of SQR1.

### 4. Information, Data and Materials

When requested, the Subcontractor will promptly disclose and provide to SQR1 fully and completely, together with all related and supporting data, information, reports, methods, formulae, computer designs, inventions, software specifications, manuals and visual aids (hereafter collectively and individually referred to as "Information, Data and

Materials") created, procured, conceived or prepared by the Subcontractor as a consequence of the performance of the Service referenced in this Master Agreement or under a Project Specific Agreement. All such Information, Data and Materials will be deemed to be confidential and will be the sole and exclusive property of SQR1 as set out in Section 5 below.

#### **5. Ownership of Information, Data and Materials**

Information provided to the Subcontractor by or at the discretion of SQR1 or a Client or developed by the Subcontractor in carrying out its duties under this Agreement and / or a Project Specific Agreement, all Information, Data and Materials will be the property of and be assigned by the Subcontractor unconditionally to SQR1 or as SQR1 may direct, without additional compensation to the Subcontractor.

#### **6. Confidentiality Requirements**

The Subcontractor will maintain confidentiality and will not disclose, use or publish any information relating to the client, the client's business, the Services, the consulting assignment, the Master Agreement or the Specific Project Agreement except as required to carry out its duties to the Client or SQR1 except in circumstances where prior written consent has been obtained from SQR1 to allow such disclosure, use or publishing.

Information will include but not be limited to materials concerned with: trade secrets, pricing, commercial contracts, financial models, methods and data, key controls, technical data, product specific information, computer software, documentation and specification and any information concerned with the valuation or trading of any share or security. Notwithstanding anything in this Agreement to the contrary, the Subcontractor retains the right to disclose, use or publish any information that is in the public domain or otherwise becomes known to the public through no fault of the Subcontractor.

This clause will continue in force for a period of two (2) years after termination of this Master Agreement and / or the Project Specific Agreement covering the assignment, whichever date being the later.

The Subcontractor will maintain as confidential all details of compensation or remuneration with, but not limited to the following parties: Client, Client staff, other members of the SQR1 project team.

#### **7. Copyrights**

Any work that is capable of protection under copyright created by the Subcontractor during the performance of the Services will be the property of SQR1 as author and owner of the copyright in such work. The Subcontractor will, without charge to SQR1 (except as set out below) execute, acknowledge and deliver to SQR1 all papers, assignments and applications of copyright registration or renewal, as may be necessary to enable SQR1 to protect or publish said works by copyright or otherwise in any and all countries. For a period of two years from the latest of the date of expiry or termination of this Master Agreement or the Project Specific Agreement under which the work was created, the Subcontractor will render all such assistance as SQR1 may require in any legal or other proceeding or litigation involving the rights in said works provided however that SQR1 gives reasonable notice to the Subcontractor of the need for said assistance to the Subcontractor and provides reasonable compensation to the Subcontractor for such assistance.

Further, the Subcontractor agrees to provide similar assistance and support to any nominee, successor, agent or assignee of SQR1.

#### **8. Indemnity**

The Subcontractor will indemnify SQR1 and the Client of SQR1, together with its officers, agents, subcontractors, subsidiaries, affiliates and employees, and hold them harmless from any damage, loss, expense or liability arising from all work and activities undertaken by the Subcontractor in connection with this Agreement.

Said indemnity will extend to include damage to property, injuries to or death of any persons, including but not limited to the Subcontractor, employees or subcontractors of the Subcontractor, all other persons undertaking any element of the Services and Client staff arising from or in connection with any act or omission of the Subcontractor, employees or subcontractors of the Subcontractor.

The Subcontractor will, at its sole expense, defend any law suits or other actions brought against SQR1, it's officers, subcontractors, agents, subsidiaries, associate companies, affiliates or employees, on account of any said act or omission, and will pay all expenses and settle any and all judgments which may be rendered against them, in connection with the execution of the services that are the subject of this Master Agreement and any Specific Project Agreement.

#### **9. Compliance by Contractor**

With respect to Services performed by the Subcontractor, employees or subcontractors of the Subcontractor, the parties will:

9.1 Safety and Security Regulations of the Client. Comply with all of the security and safety regulations in effect as they apply and are required by the Client.

9.2 Payment of Taxes and notifications to Tax authorities. Adhere to and comply with the obligations of the Internal Revenue Service (IRS), HM Revenue & Customs (HMRC) or other Tax authorities, as appropriate to the jurisdiction under which the assignment is undertaken. The contractor will operate within the requirements of all tax laws and regulations, and interpretations thereof, and be solely responsible for reporting the entire compensation paid under this Master Agreement and any Project Specific Agreements and ensure timely settlement of all taxes and other similar deductions, and all payments or premiums made for workers' compensation cover, including but not limited to National Insurance, Pension and Healthcare contributions or other payments as required by law.

9.3 Laws and Regulations. Comply with all laws and regulations that are applicable to the jurisdiction in which the Services will be provided.

9.4 Insurance. Subcontractor understands, acknowledges and agrees that it is important that Subcontractor obtains and maintains insurance for professional and general liability coverage. Subcontractor agrees to hold SQR1 and SQR1's Client harmless and will not seek damages of any kind as a result of any personal accidents, injuries or work performance failure Subcontractor may experience while supporting SQR1 or their Client during a Project Specific Agreement. SQR1 suggests Subcontractor obtain insurance coverage of at least \$1,000,000 in professional and \$1,000,000 in general liability coverage.

#### **10. Key Personnel**

The Subcontractor acknowledges that its selection by SQR1 as a candidate organization to undertake the Service for the Client was predicated on representations made to SQR1 by the Subcontractor prior to the inception of the Project Specific Agreement.

And the Further, it is understood and agreed by the Subcontractor that any Services performed under this agreement will be performed or directly supervised by certain key personnel of the Subcontractor business, with those individuals being regarded as essential to the successful delivery of the Service being proposed ("Key Personnel"). The Key Personnel for the each successive project will be named in the Project Specific Agreement. Notwithstanding this requirement, the Subcontractor retains the right to substitute named Key Personnel for resources of a similar quality and experience.

Project Manager: a Project Manager will be assigned by SQR1 to oversee delivery of the Services and act as a point of liaison between the Client, SQR1 and the Subcontractor. The name of the Project Manager will be recorded in the Project Specific Agreement.

#### **11. Entire Agreement**

This Master Agreement sets forth the entire framework Agreement between the parties and may not be altered or amended except in writing signed by each both parties. Accompanying agreements to this Master Agreement include: Subcontractor Invoice Form, Subcontractor Identification Form and Nondisclosure form.

#### **12. Relationship of Parties**

The Subcontractor will be engaged or retained by SQR1 only for the purposes and to the extent set out in this Agreement and any supplementary Project Specific Agreements. The Subcontractor's relationship to SQR1 will be during the period or periods that Services are provided, that of an independent Contractor. During times when the Subcontractor is not committed or obliged under the terms of this agreement the Subcontractor will be at liberty to dispose of such portion of its time, skill and energy in any manner that the Subcontractor sees fit.

This Agreement will not establish a partnership, agency or joint venture between SQR1 and the Subcontractor. The Subcontractor will not be considered under this Agreement or otherwise as having the status of an employee or be entitled to participate in any schemes, plans, arrangements or distributions by SQR1 pertaining to or in connection with any financial benefit or benefit in kind including but not limited to stock options, bonus arrangements, profit sharing, medical benefits, vacation or holiday compensation, or other benefit's that may be provided from time to time to SQR1's employees or SQR1 Client employees. Subcontractor understands that they are not eligible for time and half pay should they work in excess of eight (8) hours in one day or forty (40) hours in one week. Subcontractor will be paid the same hourly rate regardless of the number of hours worked in a given day or week on behalf of SQR1 and SQR1 Client.

Subcontractor, an independent contractor, understands that they will not be eligible to apply for unemployment compensation at the end of any Project Specific Agreement with SQR1.

Further, Subcontractor understands, acknowledges and agrees that SQR1 takes an active approach in working with their Subcontractors to ensure they receive feedback consistently while actively engaged in Project Specific

Agreements. SQR1 will speak with Subcontractor on a regular basis during their project to inquire about their progress as well as solicit feedback on the work being performing. SQR1 will occasionally perform a Technical Project Evaluation during Subcontractors Project Specific Assignment to provide feedback on the Subcontractors performance.

**13. Assignment of Obligations and Rights**

Obligations or rights under this Master Agreement or supplementary Project Specific Agreements may not be assigned by the Subcontractor other than with prior written consent of SQR1.

**14. Non-Waiver**

No delay or failure of either party in exercising any right hereunder, and no partial or single exercise of said rights will be deemed to constitute a waiver of such right or of any other rights set out in this agreement.

**15. Employment & Consulting by SQR1 Client**

The Subcontractor, Subcontractor's employees will not be employed or contracted directly or indirectly by the Client for a period of 12 months after the end date of each Project Specific Agreement. Failure to adhere to this policy will result in a fee owed to SQR1 by Subcontractor equal to 30% their salary based on the hourly rate they are charging for said project.

**16. Term and Termination**

Unless otherwise agreed in writing by the parties, this Agreement will terminate upon the first to occur:

- a) twelve (12) months from the date first written above; or
- b) upon the event of termination of the contract between SQR1 and a Client pursuant to which the Subcontractor is providing the Services
- c) Subcontractor is to provide SQR1 and SQR1's client with a minimum of a two (2) week notice should Subcontractor decide they wish to be removed from assignment on their own accord ahead of schedule.

However, if this agreement would ordinarily terminate as a consequence of either (a) or (b) above, SQR1 will have the right, at its sole discretion, to extend or modify the term of this Master Agreement and / or any Project Specific Agreements by giving written notice of such extension or variation to the Subcontractor at the Subcontractor's address as recorded on the first page of this agreement.

**17. Law**

This Agreement will be governed by and construed in accordance with the Laws of the State of California. Any dispute which may arise between the parties concerning this Agreement will be determined by the State of California Courts and the parties hereby submit to the exclusive jurisdiction of the State of California courts for such purpose.

**Authorized representatives of the parties have executed this Agreement below to express the parties' agreement to its terms.**

**Subcontractor**

Signature:

Printed Name:

Date:

**Square-1 Consulting Services, Inc.**

Signature:

Printed Name: Travis N. Smith

Date: