

Subcontract Services Agreement

This Subcontract Services Agreement (this "**Agreement**"), dated as of [] (the "**Effective Date**"), is entered into by and between Kalles Group, LLC, a Washington State limited liability company, with offices located at 4311 11th Ave NE, Suite 504 ("**Prime Contractor**"), and [Raven Cybersecurity and Digital Investigations, LLC], a Washington State limited liability company, with offices located at [4054 324th Ave SE, Fall City, WA] ("**Subcontractor**").

WHEREAS, Prime Contractor is in the business of providing services;

WHEREAS, Prime Contractor would like to engage Subcontractor pursuant to this Agreement and any attached exhibits, including but not limited to the terms of any applicable master agreement (the "**Main Contract**") between Prime Contractor and its client(s) (each, an "**End Customer**"), which are incorporated herein by reference, and Subcontractor wishes to be so engaged to Prime Contractor on such terms; and

WHEREAS, Prime Contractor and Subcontractor desire to enter into this Agreement, pursuant to which Prime Contractor subcontracts its obligation to perform a portion of the services under the Main Contract to Subcontractor.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set out herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Subcontracted Work. Prime Contractor hereby engages Subcontractor, and Subcontractor agrees to be so engaged, to perform the services (the "**Subcontracted Work**") described in one or more Statement(s) of Work ("**SOW**"). The initial SOW is attached to this Agreement as Exhibit A. With respect to each project set forth in a SOW, such SOW and any supporting documents referenced therein or attached thereto are collectively referred to as the "**Subcontract Documents**". The Subcontract Documents are incorporated by reference herein. Any changes to a SOW must be in writing and signed by both parties. Prime Contractor does not represent that every detail necessary to satisfactorily complete the Subcontracted Work is included in the Subcontract Documents, this Agreement, or the Main Contract. Prime Contractor expects and Subcontractor agrees to perform the work that would be reasonably known by an industry professional to be necessary to satisfactorily complete the Subcontracted Work to the reasonable satisfaction of Prime Contractor.

2. General Responsibilities.

2.1 Obligations. The word "will" as used in this Agreement means an obligation and an imperative and not a futurity. Subcontractor will assume toward Prime Contractor all obligations and responsibilities set forth in this Agreement as well as all obligations and responsibilities that Prime Contractor assumes under the Main Contract toward End Customer, and agrees to be bound by the provisions thereof insofar as applicable, generally or specifically, to the Subcontracted Work. Prime Contractor will have the benefit of all rights, remedies, and redress against Subcontractor that End Customer, under the Main Contract, has against Prime Contractor, to the extent applicable to this Agreement. Subcontractor agrees to comply with all labor agreements applicable to the Subcontracted Work and certifies that it has made its own investigation of the existence and terms of those agreements.

2.2 Assignment. Prime Contractor may assign this Subcontract at any time, in which event Subcontractor will perform all of its obligations under this Subcontract for the assignee and Prime

Contractor will have no further obligations to Subcontractor. In contrast, Subcontract will not assign any part of this Agreement and/or the Subcontracted Work without Prime Contractor's prior written consent. Assignment will not relieve Subcontractor of its obligations under this Agreement.

2.3 Performance. Subcontractor agrees to use its best skill and judgment in the performance of the Subcontracted Work in cooperation with Prime Contractor so that Prime Contractor may fulfill its obligations to End Customer. Subcontractor will furnish all materials, equipment, services, and all other items necessary for the proper performance of the Subcontracted Work. All travel to and from the project site, will not be compensated separately and will be considered as part of the Subcontracted Work and included in the Fee unless otherwise agreed in writing by Prime Contractor and Subcontractor prior to execution of this Agreement.

2.4 No Self-Promotion. Subcontractor will not engage in any advertising or promotion of its services while performing the Subcontracted Work or at the project site.

2.5 Responsiveness. Subcontractor agrees to respond to any and all communications from Prime Contractor, including but not limited to phone calls, text messages, or electronic mail, in a timely manner, but in no event longer than 72 hours. If Subcontractor does not respond to a communication from Prime Contractor within 72 hours, Subcontractor will be deemed to be in default of this Agreement and Prime Contractor will have the rights set forth in Section 5.3.

3. Fees and Expenses. For the Subcontracted Work as described in Section 1 and the Subcontract Documents to be performed hereunder, Prime Contractor will pay Subcontractor the fees ("Fees") pursuant to the payment terms set forth in the applicable Subcontract Documents. Unless otherwise provided in the Subcontract Documents, the following payment terms will apply: each month during the Term, Subcontractor will submit an invoice to Prime Contractor for (i) Subcontracted work performed, and (ii) reasonable, pre-approved, out-of-pocket business expenses incurred during the preceding month, and Prime Contractor will pay all undisputed amounts within thirty (30) days after Prime Contractor's receipt of the invoice. Reimbursement for expenses may, however, be delayed until such time as Subcontractor has furnished reasonable documentation for authorized expenses as Prime Contractor may reasonably request. Unless provided otherwise in the applicable SOW, the Fees are inclusive of all costs and expenses incurred by Subcontractor in the provision of the Subcontracted Work, including but not limited to costs for labor, material, equipment, housekeeping, travel, obtaining and removal of material, and related fees for disposal of material.

4. Term. This Agreement will commence as of the Effective Date and, unless terminated earlier in accordance with the terms of this Agreement, will remain in full force and effect for as long as Subcontractor is performing the Subcontracted Work pursuant to an SOW (the "**Term**").

5. Termination.

5.1 Termination of Agreement. This Agreement may be terminated as follows:

(a) Prime Contractor may terminate this Agreement for convenience at any time by providing seven (7) days' written notice to Subcontractor.

(b) Either Party may terminate this Agreement, effective upon written notice to the other Party (the "**Defaulting Party**"), if the Defaulting Party: (a) materially breaches this Agreement, and such breach is incapable of cure, or with respect to a material breach capable of cure, the Defaulting Party does not cure such breach within 30 days after receipt of written notice of such breach; (b) becomes insolvent or admits its inability to pay its debts generally as they

become due; (c) becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law, which is not fully stayed within seven business days or is not dismissed or vacated within 20 days after filing; (d) is dissolved or liquidated or takes any corporate action for such purpose; (e) makes a general assignment for the benefit of creditors; or (f) has a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

5.2 Termination of SOW. SOWs may be terminated as follows:

(a) If the Main Contract is terminated for any reason prior to the completion of the Subcontracted Work related to such Main Contract, then such SOW related to such Main Contract will automatically be terminated as of the same date.

(b) Prime Contractor may terminate a SOW for convenience at any time by providing twenty-four (24) hours' written notice to Subcontractor.

5.3 Effect of Termination. Upon expiration or termination of this Agreement or any SOW:

(a) Unless otherwise provided in a SOW, Prime Contractor will pay to Subcontractor within forty-five (45) days of the effective date of termination all Fees earned and approved expenses incurred up to and through the effective date of termination.

(b) Subcontractor will promptly:

(i) Deliver to Prime Contractor all deliverables, documents, work product, and other materials, whether or not complete, prepared by or on behalf of Subcontractor in the course of performing the Subcontracted Work;

(ii) Return to Prime Contractor all Prime Contractor-owned property, equipment, or materials in its possession or control;

(iii) Remove any Subcontractor-owned property, equipment, or materials located at End Customer's location;

(iv) Deliver to Prime Contractor, all documents and tangible materials (and any copies) containing, reflecting, incorporating, or based on any Confidential Information;

(v) Provide reasonable cooperation and assistance to Prime Contractor in transitioning the Subcontracted Work to an alternate subcontractor (if applicable);

(vi) On a pro rata basis, repay all fees and expenses paid in advance for any Subcontracted Work which have not been provided; and

(vii) Certify in writing to Prime Contractor that it has complied with the requirements of this Section 5.3.

5.4 Material Breach. Breach by Subcontractor or any of its lower tier subcontractors of any of the safety provisions provided in this Section 6 will be a material breach of the Agreement and grounds for immediate termination pursuant to Section 5.

~~6. Insurance. Subcontractor will, at its own expense, maintain and carry insurance in full force and effect with financially sound and reputable insurers that will protect against claims for bodily injury or for damage to property which may arise out of the Subcontracted Work. Such insurance will include, but is not limited to, Commercial General Liability, Cybersecurity liability, Comprehensive Automobile Liability (including all owned, non-owned, and hired automobiles), Professional Liability/E&O, Employers Liability and Workers' Compensation Insurance coverage as required by law. Subcontractor is required to carry the above insurance policies for the amounts specified below and upon Prime Contractor's request, Subcontractor will provide Prime Contractor with a certificate of insurance from Subcontractor's insurer evidencing the insurance coverage specified in this Agreement. The certificate of insurance will name Prime Contractor as an additional insured. Subcontractor will provide Prime Contractor with 15 days' advance written notice in the event of a cancellation or material change in Subcontractor's insurance policy. Except where prohibited by law, Subcontractor will require its insurer to waive all rights of subrogation against Prime Contractor's insurers and Prime Contractor or the Indemnified Parties.~~

~~6.1 Limits: If Subcontractor's existing policies provide higher limits than those specified below, the higher limits will be applicable and the certificates of insurance provided by Subcontractor will reflect those higher limits, otherwise Subcontractor will provide insurance with the following minimum coverage limits:~~

~~(a) Workers' Compensation — Statutory Limits pursuant to state law.~~

~~(b) Commercial General Liability — \$1,000,000 per occurrence/\$2,000,000 in the aggregate.~~

~~(c) Comprehensive Auto Liability — \$1,000,000 each occurrence.~~

~~(d) Cybersecurity Liability — \$2,000,000 per occurrence and aggregate~~

~~(e) Employers Liability — \$1,000,000 per occurrence and aggregate~~

~~(f) Professional Liability/E&O — \$1,000,000 per occurrence and aggregate~~

7. Time; Completion; and Schedules. Time is of the essence in the performance of the Subcontracted Work. Subcontractor will start the Subcontracted Work on the effective date specified in the applicable SOW and will perform the Subcontracted Work in accordance with such reasonable schedules set forth by Prime Contractor. It is expressly understood and agreed that the scheduling and sequencing of the Subcontracted Work is an exclusive right of Prime Contractor and that Prime Contractor reserves the right to reschedule and re-sequence the Subcontracted Work from time to time as the demands of the Main Contract require without any additional cost or expense to be paid to Subcontractor. Subcontractor agrees to work with Prime Contractor to create a schedule for the Subcontracted Work upon request by Subcontractor. Subcontractor acknowledges that it is bound to the substantial and final completion dates for the Subcontracted Work as established in the Main Contract and Prime Contractor's schedule, and will perform the Subcontracted Work in such time as directed by Prime Contractor to allow Prime Contractor to meet those dates. Should Subcontractor fall behind schedule, it will take necessary action to meet and maintain the schedule without additional compensation, and will be liable to and reimburse Prime Contractor for damages resulting from or related to any delay, including, but not limited to, liquidated damages and overtime.

8. Changes in the Work.

8.1 Change Directive. Prime Contractor may at any time and without notice to Subcontractor, make changes in, additions to, deletions from or alterations in the Subcontracted Work or time of performance. Should Subcontractor believe such order or any work directive entitles it to extra time or compensation, it will, within 5 working days from the date of such order, and prior to instituting the change, submit a change order proposal or cost estimate indicating the adjustment in price and/or contract time it is seeking. Failure to provide such proposal or estimate will constitute a waiver by Subcontractor for any additional compensation or time but will not relieve Subcontractor from performing the work or instituting the ordered changes. Should the parties be unable to agree on the price, Prime Contractor may nevertheless order Subcontractor in writing to proceed with the work. Should Subcontractor begin work without such written order it will be deemed to have waived any claim for additional compensation or time.

8.2 Change Order. Subcontractor cannot make changes to the Subcontract Documents or the Subcontracted Work and will not be compensated for any extra work or cost without a written change order or written directive approved by Prime Contractor. No increase of the Fee, or extension of time for performance of the Subcontracted Work, will be allowed for changes in the Subcontracted Work unless Subcontractor submits a change order, in writing, to Prime Contractor within 5 days from the date on which Subcontractor becomes aware of the need for a change in the Subcontracted Work. Subcontractor will not delay its work or make any changes to the Subcontracted Work unless Prime Contractor approves a change order. Subcontractor's change order request must include a detailed breakdown of all additional costs and the additional time required for performance of the Subcontracted Work. If Subcontractor submits a written request for a change order that does not include additional pricing and time required and Prime Contractor approves such change order, Prime Contractor will be entitled to conclusively presume that the change in the Subcontracted Work results in no change to the Fee or the time required for performance of the Subcontracted Work.

9. Confidentiality. All non-public, confidential, or proprietary information of Prime Contractor and End Customer ("**Confidential Information**"), including, but not limited to, specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts, or rebates disclosed by Prime Contractor to Subcontractor, whether disclosed orally or disclosed or accessed in written, electronic, or other form or media, or otherwise learned by Subcontractor in providing the Subcontracted Work, and whether or not marked, designated, or otherwise identified as "confidential," in connection with this Agreement is confidential, solely for Subcontractor's use in performing this Agreement and may not be disclosed or copied unless authorized by Prime Contractor in writing. Confidential Information does not include any information that: (a) is or becomes generally available to the public other than as a result of Subcontractor's breach of this Agreement; (b) is obtained by Subcontractor on a non-confidential basis from a third-party that was not legally or contractually restricted from disclosing such information; [or] (c) Subcontractor establishes by documentary evidence, was in Subcontractor's possession prior to Prime Contractor's disclosure hereunder; or (d) was or is independently developed by Subcontractor without using any Confidential Information]. Upon Prime Contractor's request, Subcontractor will promptly return all documents and other materials received from Prime Contractor. Prime Contractor will be entitled to injunctive relief for any violation of this Section 10.

Nothing contained herein is intended to restrict or impede independent contractors from complying with applicable law or regulation or a valid order of a court of competent jurisdiction or an authorized government agency, provided that such compliance does not exceed that required by the law, regulation, or order. In addition, nothing in this Agreement prohibits or is intended to restrict or impede, and shall not be interpreted or understood as restricting or impeding, Contractor from disclosing or discussing illegal acts of discrimination, harassment, retaliation, wage and hour violations, sexual

assault, or other conduct recognized as being against a clear mandate of public policy under Washington's Silenced No More Act, occurring in the workplace, at work-related events, or off the Company premises or otherwise disclosing information as permitted by law.

10. Non-Solicitation. During the Term and for a period of one (1) year thereafter, Subcontractor will not, either directly or indirectly, separately or in association with others, solicit, influence or entice, or attempt to solicit, influence or entice, any customer, employee, contractor, vendor, supplier or consultant of Prime Contractor to cease or alter, to the detriment of Prime Contractor, such party's relationship with Prime Contractor. Subcontractor's violation of this prohibition shall result in the immediate payment of liquidated damages equal to 50% of the salary of the hired individual ("Liquidated Damages"). It is acknowledged and agreed by the Parties that in such circumstance the damages caused to the Prime Contractor would be extremely difficult to accurately ascertain and therefore the Parties agree that the Liquidated Damages are not a penalty but a fair, reasonable, appropriate, and agreed upon payment to represent Subcontractor's failure to abide by this Section.
11. Guarantee. Subcontractor will guarantee its work to the same extent that Prime Contractor is obligated to guarantee its work under the Main Contract, and to such greater extent as required by law or the Main Contract, but in any event will guarantee its work against all defects in materials or workmanship for a period of not less than one year from the date of final acceptance of the Subcontracted Work by End Customer or Prime Contractor. Subcontractor agrees to provide such further guarantees, warranties, bonds and assurances as required by the Main Contract or as customary in the type of called for on the project. Nothing herein will relieve Subcontractor of liability for direct and consequential damages arising from any failure to perform the obligations of this Subcontract.
12. Independent Contractor. It is understood and acknowledged that in providing the Subcontracted Work, Subcontractor acts in the capacity of an independent contractor and not as an employee or agent of Prime Contractor. Subcontractor will control the conditions, time, details, and means by which Subcontractor performs the Subcontracted Work. Prime Contractor will have the right to inspect the work of Subcontractor as it progresses. Subcontractor has no authority to commit Prime Contractor or bind Prime Contractor to any obligation or liability or to act for or on behalf of Prime Contractor. Subcontractor and its employees will be ineligible for and will not receive any employee benefits from Prime Contractor, and Subcontractor will be solely responsible for the payment of all taxes, FICA, federal and state unemployment insurance contributions, state disability premiums, and all similar taxes and fees relating to the Fee paid to Subcontractor hereunder.
13. Indemnification. To the fullest extent of the law, Subcontractor agrees to defend, indemnify, and hold Prime Contractor, End Customer, and their respective officers, directors, members, employees, agents, affiliates, successors, and permitted assigns (collectively, "**Indemnified Parties**"), from and against any and all claims, suits, losses or liability, including attorneys' fees and litigation expenses (collectively "Claims"), for or on account of injury to or death of persons, including Subcontractor's employees, Subcontractor's subcontractors or their employees, or damage to or destruction of property, or any bond obtained for same, caused, in whole or in part, by any act or omission, or alleged act or omission, of Subcontractor, its employees or agents, but only to the extent that the "bodily injury" or "property damage" is caused by Subcontractor's negligence or by the negligence of those acting on the behalf of Subcontractor. Subcontractor's indemnification and defense obligations hereunder will extend to Claims occurring after this Agreement is terminated as well as while it is in force, and will continue until it is finally adjudicated that any and all actions against the Indemnified Parties for such matters which are indemnified hereunder are fully and finally barred by applicable laws. Subcontractor's indemnity obligations hereunder do not extend to liability resulting from the sole negligence of Prime Contractor,

its agents or employees. If the claim, suit, or action for injuries, death, or property damage is caused by or results from the concurrent negligence of (a) Subcontractor, its officers, employees or agents and (b) Prime Contractor, its officers, employees or agents, this indemnity provision will be enforceable only to the extent of the negligence of Subcontractor, its officers, employees, or agents.

FOR PURPOSES OF THE FOREGOING INDEMNIFICATION PROVISION ONLY, AND ONLY TO THE EXTENT OF CLAIMS AGAINST SUBCONTRACTOR BY PRIME CONTRACTOR UNDER SUCH INDEMNIFICATION PROVISION, SUBCONTRACTOR SPECIFICALLY WAIVES ANY IMMUNITY IT MAY BE GRANTED UNDER THE WASHINGTON STATE INDUSTRIAL INSURANCE ACT, TITLE 51 RCW. THE INDEMNIFICATION OBLIGATION UNDER THIS AGREEMENT WILL NOT BE LIMITED IN ANY WAY BY ANY LIMITATION ON THE AMOUNT OR TYPE OF DAMAGES, COMPENSATION OR BENEFITS PAYABLE TO OR FOR ANY THIRD PARTY UNDER WORKERS' COMPENSATION ACTS, DISABILITY BENEFIT ACTS, OR OTHER EMPLOYEE BENEFIT ACTS.

14. Limitation of Liability. SUBCONTRACTOR AGREES THAT PRIME CONTRACTOR'S LIABILITY ARISING UNDER THIS AGREEMENT WILL BE LIMITED TO DIRECT, OBJECTIVELY MEASURABLE DAMAGES AND WILL NOT EXCEED THE AMOUNT OF MONETARY COMPENSATION PAID BY PRIME CONTRACTOR TO SUBCONTRACTOR FOR THE SUBCONTRACTED WORK PERFORMED AND IN NO EVENT WILL PRIME CONTRACTOR, ITS EMPLOYEES, AGENTS OR SUBCONTRACTORS HAVE ANY LIABILITY TO SUBCONTRACTOR OR ANY OTHER THIRD PARTY, FOR ANY LOST PROFITS OR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING OUT OF THE OBLIGATIONS OF THE PARTIES HEREUNDER EVEN IF PRIME CONTRACTOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE PARTIES ACKNOWLEDGE THAT THIS LIMITATION IS A MATERIAL TERM TO THIS AGREEMENT.

15. Remedies.

15.1 If Subcontractor violates any provision of this Agreement, Prime Contractor will, in addition to any damages to which it is entitled, be entitled to seek immediate injunctive relief against the Subcontractor prohibiting further actions inconsistent with the Subcontractor's obligations under this Agreement.

15.2 In the event Subcontractor fails to satisfactorily perform any of the Subcontracted Work on a timely basis, Prime Contractor may, without prejudice to any other rights or remedies it may have under applicable law, this Agreement, or any applicable Statement of Work, take one or more of the following steps:

(a) Suspend Subcontractor's right and obligation to complete its performance of the Subcontracted Work until such time as Subcontractor is able to demonstrate to Prime Contractor's reasonable satisfaction that it can satisfactorily meet its obligations under this Agreement;

(b) Itself provide and/or engage a replacement subcontractor to provide any or all of the delayed or unsatisfactory Subcontracted Work;

(c) Assign one or more of its representatives to supervise and work with the Subcontractor to correct and mitigate the effects of the Subcontractor's breach;

(d) Withhold payment of any amounts otherwise due to the Subcontractor in a sufficient amount to set off against any damages caused to Prime Contractor or End Customer as a consequence of the Subcontractor's breach.

15.3 To the extent a Party is required to seek enforcement of this Agreement or otherwise defend against an unsuccessful claim of breach, the unsuccessful Party shall be liable for all attorney's fees and costs incurred by the successful party to enforce the provisions of this Agreement.

15.4 Except for a breach of Section 11, all rights and remedies provided in this Agreement are cumulative and not exclusive, and the exercise by either Party of any right or remedy does not preclude the exercise of any other rights or remedies that may now or subsequently be available at law, in equity, by statute, in any other agreement between the Parties, or otherwise. Despite the previous sentence, the Parties intend that the Subcontractor's exclusive remedy for Customer's payment breach shall be its right to damages equal to its earned but unpaid Fees.

16. Compliance with Laws. Subcontractor will comply with all applicable laws, regulations, and ordinances, and any changes or additions thereto during the Term, without additional compensation, and will require its lower tier subcontractors, if any, to do the same. Subcontractor will maintain in effect all the licenses, permissions, authorizations, consents, and permits that it needs to carry out its obligations under this Agreement.

17. Dispute Resolution. Any controversy or claim arising out of or relating to this contract or its breach will be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules before a single arbitrator, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction. The attorneys' fees and costs of dispute resolution will be borne by the losing Party, unless the Parties stipulate otherwise, or in proportions decided by the arbitrator.

18. General.

18.1 Survival. In the event any clause or provision of this Agreement will be held to be invalid, then the remaining clauses and provisions will nevertheless be and remain in full force and effect.

18.2 Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter herein. All other agreements, oral or written, are hereby merged into and superseded by this Agreement. There are no other agreements which modify or affect the terms hereof. No amendment hereto will be binding unless the terms thereof are in writing and signed by both parties. No verbal or other agreements modify or affect this Agreement.

18.3 Binding Effect. This Agreement will be binding upon the parties hereto, and their heirs, successors, executors, administrators and assigns.

18.4 Assignment. Subcontractor will not assign nor transfer this Agreement or any rights hereunder without the prior written consent of Prime Contractor.

18.5 Notices. All notices under this Agreement shall be sent to the Parties at the electronic mail addresses as follows or to such other address as shall be provided in accordance with this Section:

To Prime Contractor: cserv@kallesgroup.com

To Subcontractor:

18.6 Governing Law, Venue. The performance and interpretation of this Agreement will be governed in accordance with the laws of the State of Washington. Any arbitration arising out of or in connection with this Agreement will be conducted in the County where work is performed

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the Effective Date by their respective officers thereunto duly authorized.

Raven Cybersecurity and Digital Investigations LLC
(Subcontractor)

Duane Blanchard

Printed Name
Chief Scientist

Title

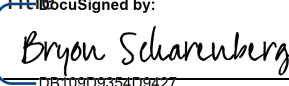
Signature

Date

Kalles Group, LLC (Prime Contractor)

Bryon Scharenberg

Printed Name
Director of Growth

Title
Signed by:


Signature
5/22/2025

Date

EXHIBIT A

STATEMENT OF WORK

THIS ADDENDUM A IS ISSUED PURSUANT TO THE CONSULTING SERVICES AGREEMENT (THE "AGREEMENT") BETWEEN **KALLES GROUP, LLC** AND **RAVEN CYBERSECURITY AND DIGITAL INVESTIGATIONS (CORPTOCORP)**.

DETAILS OF SERVICE

CLIENT: KASSIE WESTMORELAND

LOCATION: REMOTE (PORTLAND, OR)

START DATE: 5/22/25

END DATE: TBD

HOURLY PAY RATE: \$150

PROFESSIONAL SERVICES FEE: N/A

CONSULTANT(S) NAMES: DUANE BLANCHARD

TRAVEL/OTHER EXPENSES: NONE UNLESS APPROVED IN WRITING BY CLIENT AND PRIME CONTRACTOR

SCOPE OF WORK MAY INCLUDE:

- REVIEW OF PROVIDED AUDIO FILE(S), INCLUDING METADATA AND STRUCTURE.
- TECHNICAL ANALYSIS TO IDENTIFY SIGNS OF EDITING (E.G., TRUNCATION, RECOMPRESSION, METADATA INCONSISTENCIES).
- CONTEXTUAL INTERPRETATION BASED ON TYPICAL IPHONE VOICE MEMO BEHAVIORS AND FILE PROPERTIES.
- PREPARATION OF A SHORT WRITTEN SUMMARY OF FINDINGS SUITABLE FOR USE IN LEGAL CONSULTATION.

DELIVERABLES MAY INCLUDE:

- SUMMARY REPORT (PDF): FINDINGS FROM THE ANALYSIS INCLUDING:
 - OBSERVATIONS ABOUT FILE INTEGRITY AND ANY SIGNS OF TRIMMING OR MANIPULATION.
 - LIMITATIONS OF ANALYSIS (E.G., ABSENCE OF ORIGINAL FILE, LACK OF CHAIN OF CUSTODY).
 - METHODOLOGY AND TOOLS USED.
 - HIGH-LEVEL CONCLUSIONS OR INDICATORS, AS APPLICABLE.