



Master Subcontractor Agreement

This Agreement is entered into as of _____, between Technosoft Corporation DBA Apexon ("APEXON") with its principal place of business at One Towne Square, 6th Floor, Southfield, MI 48076 and _____ ("Subcontractor") with its principal place of business at _____.

Recitals

APEXON is involved in the highly competitive business of software development, information technology consulting and recruiting, and supplying engineers, programmers, computer consultants, management consultants, technical data processing, and other technical personnel on a contract basis to various businesses and organizations; and APEXON has entered into agreements to provide certain information technology services to its clients ("Client") and clients of Client; and

APEXON wishes to engage Subcontractor as an independent contractor to perform select services on behalf of APEXON for the Client; and

Subcontractor wishes to perform such services as an independent contractor to APEXON; and

THEREFORE, APEXON and Subcontractor agree as follows:

Article 1 - Services to be Performed

APEXON retains Subcontractor to perform information technology services ("Services") for APEXON or its Client as set forth in a sequentially numbered Statement of Work (in the form of Exhibit A, as amended by APEXON from time to time) attached and incorporated hereto. Subcontractor may not subcontract the Services it is to perform pursuant to this Agreement without the prior written consent of APEXON. Prior to Subcontractor's consultant commencing the provision of Services under this Agreement, Subcontractor shall obtain an executed Subcontractor Consultant Agreement (template attached as Exhibit B) from each such consultant and Subcontractor shall provide each such executed Subcontractor Consultant Agreement to APEXON.

Article 2 - Agreement Requirements

If the Subcontractor's consultant is on H1 status, the Subcontractor must provide written proof of status to APEXON prior to Subcontractor's commencement of Services hereunder. Subcontractor's failure to comply with the foregoing sentence shall constitute a material breach of this Agreement.

Article 3 - Compensation to Subcontractor

- 3.1 In consideration for the Services rendered by Subcontractor, APEXON shall pay to Subcontractor service fees at the rate set forth in the applicable Statement of Work.
- 3.2 APEXON will pay service fees directly to Subcontractor based upon the Subcontractor's monthly invoice for Services represented by Client approved timesheets attached to the monthly invoice within forty-five (45) days of APEXON's receipt of Subcontractor's monthly invoice to APEXON or within five (5) days of receipt of APEXON's corresponding payment from Client, whichever is later; payment to Subcontractor for Services rendered is contingent upon payment received by APEXON from its Client. Subcontractor must submit time and expenses to APEXON within five (5) days after the end of each accounting period during which the services were performed. Subcontractor understands failure to adhere to these timelines may result in invoices for that period not being paid. No invoices received by APEXON will be approved and paid without Client approved timesheets and APEXON's receipt of payment from its Client.
- 3.3 Aside from the service fees described in Article 3.2 above, no other fees, expenses, or benefits of any kind shall be paid by APEXON to or made available to Subcontractor unless specifically authorized and agreed to by APEXON in each applicable Statement of Work. All submittals for approved expenses must be made using APEXON standard

forms and policies. All expenses related to travel and temporary living at the Subcontractor's assigned place of work shall be the sole responsibility of Subcontractor, unless otherwise specifically agreed to in the applicable Statement of Work.

- 3.4 In the event that APEXON pays any Subcontractor invoices in advance to APEXON receiving payment by Client ("Pre-payments"), and APEXON (i) does not receive or is not reasonably likely to receive payment from Client (ii) receives timely payment but is required to refund monies to Client for any reason, then Subcontractor shall refund such pre-paid amounts to APEXON. In the event that the Client shall be adjudged insolvent or bankrupt and that APEXON shall be ordered to repay to the Client any sums paid by the Client to APEXON because such payment is deemed a "preferential payment" under the U.S. Bankruptcy laws or similar state insolvency laws, Subcontractor shall promptly, upon demand, pay to APEXON any sums that were paid by APEXON to the Subcontractor that comprise, in whole or in part, such preferential payment. APEXON reserves the right in lieu of such reimbursement by Subcontractor to the following remedies including, but not limited, to credit future Subcontractor invoices or withhold payment on invoices until reimbursement of full amount paid in advance by APEXON to Subcontractor is redeemed.

Article 4 - Direct Services for APEXON Clients

By performing Services for APEXON or its Client, the Subcontractor may develop certain relationships with Client or Client's client (End Client) representatives leading to awareness of other services desired by Client. Subcontractor agrees not to approach directly or indirectly and/or provide to the Client such services, during the period of time in which Subcontractor is performing Services for Client per this Agreement and for a period of two (2) years thereafter. Subcontractor further agrees that during the term of this Agreement and for a period of two (2) years thereafter, Subcontractor will not solicit or enter into agreement with Client's personnel at, or assign personnel to APEXON's Client or End Client where Subcontractor performed services.

Article 5 - Performance at Work

- 5.1 Subcontractor represents and warrants that its employees assigned hereunder possess the training, skills, and expertise necessary to perform the Services required by this Agreement in a competent and professional manner. Subcontractor represents and warrants to APEXON that the Services shall be performed in a professional manner and shall comply with all terms, conditions, covenants, representations, and warranties made by APEXON to Client, about which Subcontractor has been given prior notice. Subcontractor shall follow Client's policies, if any, in order to avoid being disruptive of Client's personnel, systems, procedures, and working environment. Subcontractor's employees assigned hereunder shall use their training, skills, and expertise to professionally and timely deliver Services and satisfy the project and all subtasks and milestones. To promote compliance with the above, Subcontractor will provide APEXON with project status information upon its reasonable request. If Client requests Subcontractor's employees assigned to a project have additional training, the cost of additional training shall be the Subcontractor's responsibility.
- 5.2 APEXON's remedies against Subcontractor under this Agreement for Subcontractor performance and/or Client problems are as follows:
- (A) If Client is dissatisfied with Subcontractor's performance and terminates or requires APEXON to terminate the applicable Statement of Work within the first three (3) weeks of commencement, then Subcontractor will return all service fees paid by APEXON on the applicable Statement of Work within thirty (30) calendar days of the termination.
 - (B) If Client is dissatisfied with Subcontractor's performance that results in Services needing to be re-performed, then Subcontractor will re-perform all substandard Services at its sole cost and to Client's reasonable satisfaction. There shall be no cost to APEXON for Subcontractor's re-performance obligation under this Article. Re-performance of Services is required to be completed expediently and without delay.

Article 6 - Confidential Information

- 6.1 Subcontractor warrants that it will not disclose to APEXON or its Client or attempt to induce APEXON or its Client to use any confidential information to which APEXON or its Client is not entitled. Subcontractor acknowledges that, by the very nature of the Services performed by Subcontractor for Client, Subcontractor shall become aware of certain APEXON and/or Client's trade secrets and confidential information. Subcontractor agrees that all such information shall be used by Subcontractor only to perform the Services and for no other purpose.
- 6.2 Subcontractor and its assigned employees shall in no manner reveal, offer, or disseminate confidential or proprietary information to any third party. Subcontractor will not provide any Client confidential information including but not limited to opportunities for project, engagements and/or placements; employee lists, directories, organization charts, and/or any similar information, to any person, group, or organization. Subcontractor understands that all such trade secrets and confidential information shall include all past, present, and/or future plans, provisions, designs, forms, formats, procedures, methods, and other information relating to Client's and APEXON's technology, technical data, products patents, copyrights, research and development programs, legal and marketing data, and other technical and business information. Subcontractor shall immediately return all such information upon the earlier of (i) demand by APEXON or its Client, or (ii) the termination of this Agreement.

Article 7 - Work Subject to APEXON Ownership

- 7.1 All materials, ideas, concepts, knowledge, and techniques first developed during the performance of Services in whole or in substantial part by Subcontractor or its employees shall belong to APEXON or its designee upon creation. APEXON or its designee shall own all deliverables and all U.S. and international copyrights therein, except to the extent the deliverables consist of pre-existing works and specifically identified as such in a Statement of Work. Unless otherwise provided in a Statement of Work, all materials created in the course of performance of the Services by or on behalf of APEXON and used or incorporated in the preparation of a deliverable shall be considered a "work made for hire" owned by APEXON or its designee. If any such works may not, by operation of law, be considered a "work made for hire" (or if ownership of all right, title and interest of the copyrights therein shall not otherwise vest exclusively in APEXON), Subcontractor agrees to assign, and hereby assigns, without further consideration, the ownership of all U.S. and international copyrights registrations, and any other protection available in the foregoing.
- 7.2 Subcontractor agrees to and assigns to APEXON at APEXON's cost, or its designee at the designee's cost, royalties with all United States and foreign patent rights in and with respect thereto, and Subcontractor agrees, upon demand to execute or cause to be executed all appropriate patent applications securing United States and foreign patents all such inventions, improvements, or discoveries, and to do, execute and deliver any and all acts and instruments of assignments that may be necessary, or proper to vest all such inventions, improvements or discoveries and patents thereon (both United States and foreign) in APEXON or its nominee or designee, and to enable APEXON or its designee to obtain all such letters patent, and that Subcontractor will render to APEXON or its designee all such assistance as may be required in the preparation and prosecution or defense of all interferences which may be declared involving any of said patent application, and all other proceedings referred to shall be borne by APEXON.

Article 8 - Term

- 8.1 This Agreement shall be effective as of date first set forth above and shall terminate as and when terminated in accordance with its provisions.
- 8.2 Subject to Article 8.1, the term of any Statement of Work shall be set forth therein. However, upon termination of this Agreement, any open Statements of Work will terminate concurrently.

Article 9 - Termination

- 9.1 This Agreement or any Statement of Work may be terminated by Subcontractor, without notice, immediately upon the occurrence of any of the following events:
- (A) APEXON's material breach of any of its material obligations hereunder and failure to remedy such breach (if remediable) within a term of twenty (20) days from the date of written notice of the breach from Subcontractor describing APEXON's alleged material breach and exercising its right to terminate;
 - (B) any assignment by APEXON for the benefit of its creditors or the inability of APEXON to pay its debts as they fall due, the appointment of a receiver for any execution levied upon all or substantially all APEXON's business or assets, or the filing of any petition for voluntary or involuntary bankruptcy of similar proceeding by or against APEXON; or
 - (C) APEXON's dissolution or liquidation.
- 9.2 APEXON recognizes and agrees that the Subcontractor may terminate this Agreement for any reason whatsoever upon fourteen (14) days prior written notice to APEXON, provided that APEXON's agreement with its Client contains a similar termination for convenience right that is in favor of APEXON. If the Subcontractor terminates this Agreement or otherwise fails or refuses to perform Services as required under an open Statement of Work without giving the fourteen (14) days prior written notice, APEXON will not be required to pay invoices that may be due to Subcontractor.
- 9.3 Subcontractor recognizes and agrees that APEXON may terminate this Agreement or any open Statement of Work at any time, with or without cause, and with or without notice. When notified in advance by the Client of termination of Subcontractor's Services under a Statement of Work, APEXON will endeavor to provide Subcontractor with notice of such termination within two (2) days of receipt of such notice.
- 9.4 Should a Subcontractor consultant assigned under this Agreement decide to leave an assignment or resign from employment, Subcontractor shall take all reasonable steps to retain such consultant through the completion of the assignment. If after Subcontractor's efforts the consultant still chooses to leave, then Subcontractor shall provide a replacement acceptable to APEXON and its Client as quickly as practicable to maintain continuity for the duration of the project period, failing which, APEXON shall have a right to hire such consultant, directly or indirectly or through another contractor.

Article 10 - Indemnification

- 10.1 Subcontractor agrees that it is an independent contractor acting on its own account. Subcontractor warrants and represents that it, and not APEXON or its Client, is the employer of Subcontractor's employees and that it is solely responsible for complying with all laws, rules and regulations of any governmental authority having appropriate jurisdiction relating to such employment, including, but not limited to, immigration, taxation, workers' compensation and unemployment compensation. Subcontractor warrants and represents that it is aware of and in compliance with all laws, rules, regulations and requirements of any governmental authority having appropriate jurisdiction with respect to Subcontractor's employees and with any contractual obligations to which it may be subject relating to Subcontractor's employees. Subcontractor agrees and acknowledges that APEXON and/or its Client have no obligations whatsoever to provide liability or health insurance, or any other benefit provided to APEXON and/or its Client employees for Subcontractor or Subcontractor's employees, and neither Subcontractor nor any of Subcontractor's employees shall claim benefits under applicable unemployment or workers' compensation laws from APEXON and/or its Client for any injuries sustained by Subcontractor or any of Subcontractor's employees while performing the Services. If any court or administrative tribunal or agency with appropriate jurisdiction determines that any employment relationship has been or will be established by the performance of this Agreement, Subcontractor shall reimburse and indemnify APEXON and/or its Client for costs and expenses of any nature arising out of or relating to such a determination and/or APEXON's and/or its Client's defense of such a determination, including, but not limited to, tax withholding and insurance claims in the nature of unemployment compensation and/or workers' compensation imposed by any level of government and reasonable attorneys' fees and costs of suit.

- 10.2 Subcontractor shall indemnify and hold APEXON and its Client harmless for any and all losses, liabilities, damages, judgments, claims, costs and expenses (including reasonable attorney's fees) relating to personal injury, death, or tangible property damage which results from:
- (A) Subcontractor's acts or omissions during its performance hereunder;
 - (B) Subcontractor's willful misconduct or gross negligence;
 - (C) Subcontractor's failure to comply with federal, state, and local taxes and/or contributions during the term of this Agreement;
 - (D) Subcontractor's failure to comply with federal, state, and local laws regarding employment, including wage-hour, equal employment opportunity, and immigration law; or
 - (E) Subcontractor's failure to ensure all agreements and forms pursuant to this Agreement required to be signed by the Client during the performance of any Statement of Work.

Article 11 - Insurance

- 11.1 Subcontractor shall maintain commercial general liability insurance on an occurrence basis for claims for damages because of bodily injury (inclusive of death) and property damages caused by, or arising out of, acts, errors, or omissions of its employees, with APEXON named as an additional insured. The minimum limits of such insurance shall be One Million Dollars (\$1,000,000) per occurrence, One Million Dollars (\$1,000,000) products and completed operations aggregate and One Million Dollars (\$1,000,000) general aggregate.
- 11.2 Subcontractor shall maintain Workers' Compensation and Employers' Liability plus any insurance, which shall fully comply with the statutory requirements of all the state laws as well as the federal laws, which may be applicable. Employers' Liability limit shall be Five Hundred Thousand Dollars (\$500,000) per accident for Bodily Injury and Five Hundred Thousand Dollars (\$500,000) per employee/aggregate for disease.
- 11.3 Subcontractor shall maintain Business Automobile Liability Insurance covering all owned, hired, and non-owner vehicles and equipment used by Subcontractor with a minimum combined single limit liability of One Million Dollars (\$1,000,000) for injury and/or death and/or property damage, with APEXON named as an additional insured. A Certificate of such insurance shall be furnished to APEXON promptly upon its request at any time after this Agreement becomes effective and until this Agreement and all Statements of Work issued hereunder have been terminated.
- 11.4 Subcontractor shall maintain Errors & Omissions/Professional Liability Insurance with a limit of not less than One Million Dollars (\$1,000,000) per claim. Subcontractor warrants that the retroactive date applicable to coverage under the policy precedes the effective date of this Agreement and that continuous coverage will be maintained for a period of one (1) year following termination of this Agreement. In the event that Subcontractor does not have Errors & Omissions/Professional Liability Insurance with the limit indicated in this paragraph, Subcontractor may request coverage provided under APEXON's policy for a reasonable fee.
- 11.5 Subcontractor shall attach to the Certificate a copy of the binder that names APEXON as an additional insured or a copy of the endorsement to the policies.
- 11.6 In no event shall the insurance be canceled, or allowed to expire, without renewal on similarly conforming terms, during such period without thirty (30) calendar days' prior written notice to APEXON by Subcontractor or Subcontractor Insurer.

Article 12 - Liability and Damages

- 12.1 Subcontractor shall be liable to APEXON for any damages or additional costs incurred by APEXON arising out of any claim brought by APEXON, Client or any third party relating to the performance by Subcontractor of any of its obligations hereunder.



- 12.2 IN NO EVENT WILL APEXON BE LIABLE FOR ANY DAMAGES, INCLUDING, BUT NOT LIMITED TO, INDIRECT, SPECIAL, INCIDENTAL, AND/OR CONSEQUENTIAL DAMAGES, ARISING OUT OF OR IN CONNECTION WITH ITS PERFORMANCE HEREUNDER.
- 12.3 APEXON'S liability to Subcontractor for direct losses or damages under this Agreement and for all claims connected to it, in contract, tort (including negligence), statutory liability or otherwise, shall be limited to the fees paid by APEXON to Subcontractor for the Services in last twelve (12) months preceding the claim.

Article 13 - Enforcement of Agreement

- 13.1 This Agreement and all disputes arising out of or in connection with this Agreement, shall be governed by and construed in accordance with the laws of the State of Michigan excluding the rules governing conflicts of law. The Federal and State courts within the State of Michigan shall have the sole and exclusive jurisdiction and the parties recognize that there be more convenient venue locations the parties expressly agree that the sole and exclusive venue to adjudicate all disputes arising out of or in connection with this Agreement shall vest with the Federal and State courts within the State of Michigan.
- 13.2 The prevailing party in any legal proceeding brought by one party against the other party and arising out of or in connection with this Agreement shall be entitled to recover its legal expenses, including court costs and reasonable attorney's fees.

Article 14 - Contact and Notices

Unless notified in writing, the contact person, addresses, phone/fax number, etc. are entered below for billing, general communications, notices, and requests.

APEXON

Attn: Legal Department

Technosoft Corporation DBA Apexon

One Towne Square, 6th Floor

Southfield, MI 48076

248-603-2600 office // 248-603-2599 fax

SUBCONTRACTOR

Contact Name:

Company Name:

Address:

Phone // Fax:

Article 15 - Compliance with Laws

The Subcontractor agrees to comply with the provisions of the Fair Labor Standard Act, as amended, and all other applicable federal, state, and local laws, ordinances, regulations, and codes during the term of this Agreement. The Subcontractor agrees to indemnify Client and APEXON for any loss or damage that may be sustained as a result of the Subcontractor's failure to so comply.

Article 16 - Non-diversion of Employees

During the term of this Agreement and for a period of two (2) years subsequent to the termination of this Agreement, Subcontractor agrees not to solicit, offer to, or accept the employment of, or to assist others to solicit, offer to, or accept the employment of, persons who are then, or were during the previous six (6) months, employees of APEXON or any APEXON subsidiary without the prior written consent of APEXON.

Article 17 - Audit Rights

Subcontractor agrees to keep and maintain full and complete records to substantiate all charges for Services provided pursuant to this Agreement. All such records shall be kept in accordance with generally accepted accounting principles. Subcontractor further agrees to make such records available to APEXON during normal business hours during the term of this Agreement and



for a period of two (2) years thereafter. In the event that any such audit reveals an overcharge for Services rendered, Subcontractor will promptly refund the overcharged amount to APEXON.

Article 18 - General Provisions

- 18.1 Neither party shall assign or transfer this Agreement without the prior written consent of the other party. As a limited exception to the foregoing, however, APEXON may assign or transfer this Agreement at its sole discretion to its wholly owned subsidiaries or affiliated companies and organizations. This Agreement is a personal service agreement and the performance of any obligation hereunder may not be assigned, delegated, or otherwise transferred by either party.
- 18.2 Client shall be a third party beneficiary to this Agreement with respect to the enforcement of Subcontractor's obligations under Article 6 and, where Client is APEXON's designee, under Article 7.
- 18.3 If any provision in this Agreement is found by any court of competent jurisdiction to be invalid or unenforceable, the invalidity of such provision shall not affect the other provisions of this Agreement, and all provisions not affected by such invalidity shall remain in full force and effect.
- 18.4 Any provisions of this Agreement that impose continuing obligations on the parties, including without limitation the parties' respective warranty, indemnity and confidentiality obligations, survive the expiration or termination of this Agreement for any reasons. Specific references to survival in this Agreement are solely for identification purposes and not meant to limit or prevent the survival of any other section.
- 18.5 The waiver by either party of a breach or default in any of the provisions of this Agreement by the other party shall not be construed as a waiver of any such succeeding breach of the same or other provisions; nor shall any delay or omission on the part of either party to exercise or avail itself of any right, power, or privilege that it has or may have hereunder operate as a waiver of any breach or default by the other party.
- 18.6 This Agreement constitutes the entire agreement between the parties hereto and supersedes any and all prior agreements or understandings, either written or oral, between APEXON and the Subcontractor pertaining to the subject matter. All modifications or amendments to this Agreement must be in writing signed by both parties. There will be no oral modifications or amendments to this Agreement. To the extent that any clause contained in this Agreement conflicts with any expressly stated clauses contained in an executed Statement of Work, the Statement of Work shall be the controlling document as it relates to the specific clause in conflict.
- 18.7 Articles 4, 5, 6, 7, 10, 12, 13, 14, 16, and 17 shall survive termination of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized Representatives.

Technosoft Corporation DBA Apexon

Subcontractor

Signed By:

Signed By:

Name:

Name:

Title:

Title:

Date:

Date:

FEIN:



Statement of Work

This Statement of Work is an attachment to the Master Subcontract Agreement between Technosoft Corporation DBA Apexon ("APEXON") and _____ ("Subcontractor") dated _____, and is governed by the terms of that Agreement.

Job Order #	Date: mm/dd/yy
Client Name:	
Job Title:	
Subcontractor Consultant Name:	
Start Date:	Duration of the Project: <input type="checkbox"/> Actual / <input type="checkbox"/> Expected
Rate: Frequency of Billing:	Compensation for Additional Hours: <input type="checkbox"/> Yes / <input type="checkbox"/> No Rate: \$ <ul style="list-style-type: none">Billing is limited to 8 hours a day 40 hours a week, unless approved and paid by client.
Additional Information / Requirements: <ul style="list-style-type: none">Subcontractor agrees that the Subcontractor Consultant will address grievances, if any, with an APEXON representative. Under no circumstances will the Subcontractor or Subcontractor Consultant contact the Client to resolve such grievances.Client shall have the right to hire, without any compensation to Subcontractor, any consultant performing services under this SOW. The individual consultant has the right to acceptor deny an offer of employment from Client. Subcontractor agrees to waive enforcement rights of all restrictive employment agreement terms it has with its personnel so that Client can hire. Further, Subcontractor agrees to waive any rights of enforcement against APEXON or Client as it relates to the hiring of Subcontractor's personnel by Client. If Client pays a fee to APEXON, then APEXON will equally share the fee with Subcontractor.	<ul style="list-style-type: none">Subcontractor agrees that the Consultant is a W2 employee and will provide proof of W2 status via an I9 with supporting documentation. Subcontractor agrees to immediately inform APEXON if its consultant's W2 status changes. If Subcontractor does not inform of a status change then APEXON has the right to immediately offer employment to the consultant, and Subcontractor agrees to waive all enforcement rights against APEXON.This SOW is subject to termination if the candidate does not pass the drug screen and background check administered by APEXON within 10 days of the start date. Any cost for a Client required background check and/or drug test will be borne by the Subcontractor. The usual process is to deduct this cost from the Subcontractor's invoice.Client requires a two (2) week performance guarantee.The terms of this SOW supersede the terms of the Master Agreement.

Technosoft Corporation DBA Apexon

Signed By:

Name: _____

Title: _____

Date: _____

Subcontractor

Signed By:

Name: _____

Title: _____

Date: _____



EXHIBIT B

Subcontractor Consultant Agreement

APEXON and Subcontractor have entered into a Master Subcontractor Agreement dated _____, whereby the parties have agreed that Subcontractor will assign its employees ("Subcontractor Consultant") to perform certain Services on APEXON's behalf for its Clients.

APEXON, is a performance-based company offering both products and services. As such, the Subcontractor Consultant, as entered below, attests:

All information belonging to APEXON or APEXON's client ("Client") is considered proprietary and confidential, and shall not be used for any other purpose other than its intended use by APEXON or its Client. To the extent Subcontractor Consultant comes in to contact of APEXON's or Client's proprietary and/or confidential information, Subcontractor Consultant will only use same as needed and required to perform Services.

The Subcontractor Consultant may not use APEXON's name except in relation to work being done for a APEXON Client by the Subcontractor Consultant.

By performing Services for APEXON or its Client, the Subcontractor Consultant may develop certain relationships with client representatives leading to awareness of other services desired by Client. Subcontractor Consultant agrees not to approach directly or indirectly, solicit, enter into agreement with, and/or provide to the Client or Client's client (End Client) such services, during the period of time in which Subcontractor Consultant is performing Services for Client per this Agreement and for a period of two (2) years thereafter.

The Subcontractor Consultant realizes that non-performance may cause damage to APEXON's name and reputation and agrees to perform at the highest level possible. If the Subcontractor Consultant is let go by the Client or the Client refuses to pay based on performance, the Subcontractor Consultant realizes there are significant costs, which the Subcontractor is liable for. In all cases, the Client opinion and/or decision are the only factor that counts.

- The Subcontractor Consultant agrees to give APEXON any and all status information needed to know the project/projects is/are proceeding as planned.
- The Subcontractor Consultant may never, without written permission, take data, reports, information, documents, equipment, and/or Client information off the Client site without written permission from the Client. The only exception to this is information available to the general public.
- The Subcontractor Consultant will not provide any Client-confidential information, including but not limited to opportunities for project engagements and/or placements; employee lists, directories, organization charts, and/or any similar information, to any person, group, or organization.
- Subcontractor will seek to fulfill the normal hours as required by the Client, usually 40 hours per week; and if not, will seek to make up for the lost time.

Subcontractor Consultant name (Signature):

Subcontractor Consultant Name (Print):

Date:
