



**SUBCONTRACTOR AGREEMENT
BETWEEN
SUBCONTRACTOR COMPANY (A SUBCONTRACTOR)
AND
HIVETEK CORPORATION (PRIME CONTRACTOR)**

This Subcontractor Agreement (the "**Agreement**") is made as of July 29, 2024 ("**Effective Date**") by and between HiveTek Corporation ("**Prime Contractor**" or "**HiveTek**"), a Texas company with its principal place of business at 5600 Durango Pass, Austin, Texas 78724 and _____ ("**Subcontractor**"), a _____. Prime Contractor and Subcontractor may hereinafter individually be referred to as a "**Party**" and collectively referred to as the "**Parties**."

1. **Transaction Documents.** Prime Contractor desires to contract services ("**Services**") from Subcontractor to address the specific needs of Prime Contractor's clients (each a "**Client**"). The Services and any associated deliverables (e.g. documentation, designs, scripts) ("**Deliverables**") will be established prior to the actual Client engagement and reflected in a statement of work, exhibit, quote, or similar document ("**Transaction Document**").
2. **Term and Termination.**
 - a) Term of Agreement. The initial term of this Agreement shall be five (5) years from the Effective Date. The initial term and any renewal terms mutually authorized by the Parties in writing are, collectively, the "**Term**."
 - b) Termination Procedure. Either Party may cancel this Agreement with thirty (30) days' prior written notice without cause. The Agreement may be terminated immediately for cause by either Party upon written notice to the other Party in the event such other Party (i) becomes insolvent other than for the purposes of a merger or acquisition, (ii) is found guilty of any illegal act or omission by a court of competent jurisdiction, or (iii) breaches a material provision of this Agreement, provided that such breach is not remedied within fifteen (15) days following the receipt of the written notice, or within such longer time as the Parties may mutually agree in writing.
 - c) Effect of Termination. Upon termination or expiration of this Agreement, the rights and obligations of each Party shall cease, provided that the following provisions of this Agreement shall survive: Sections 3(a)-(b) (Relationship of Parties), 4 (Payment Terms), 5 (Intellectual Property Rights), 6 (Confidentiality), 7 (Indemnification), 10 (Disclaimers), and 13 (Force Majeure). The Subcontractor shall be entitled to payment for all Services and Deliverables duly provided pursuant to the Transaction Document, as well as any pre-approved expenses reasonably accrued, up to and including the date of termination. Each Party shall return and/or destroy the Confidential Information of the other Party in accordance with the provisions of Section 6(b). The Parties shall also cooperate to terminate any active Transaction Documents in an expedient and orderly manner which reasonably minimizes, where possible, any adverse impacts to Client(s) affected. For the avoidance of doubt, if Subcontractor is working on any ongoing Transaction Document it has signed, it shall, to the extent such Transaction Document is still valid, complete such opportunity pursuant to the terms of this Agreement, even if terminated, unless such Transaction Document is otherwise terminated in accordance with its terms.
3. **Relationship of Parties.**
 - a) Client Non-Solicitation. The Prime Contractor has account control as it relates to Clients. Subcontractor will not engage any Client in a sales or consulting role to compete for Services that the Prime Contractor is engaged in selling or performing Services to fulfill the Client engagement, unless otherwise expressly agreed in a writing signed by the Prime Contractor. During the Term of this Agreement and for a period of one (1) year thereafter, Subcontractor agrees that they shall not, directly or indirectly through any other entity, solicit or otherwise seek to provide to any Client to which Subcontractor has delivered Services on behalf of Prime Contractor hereunder, products or Services similar to those provided by Prime Contractor to such Client. Clients with which Subcontractor has a pre-existing business relationship are excluded from this provision to the extent Subcontractor has previously provided Services directly to such Clients, as evidenced by competent business records provided to the Prime Contractor prior to performing Services for the Client hereunder.
 - b) Employee Non-Solicitation. During the Term and for one (1) year thereafter, each Party agrees not to solicit or recruit for employment any current employee of the other Party contacted in connection with this Agreement without such other Party's prior written consent. Notwithstanding the foregoing, nothing in this Agreement shall prohibit either Party from making solicitations which are directed to the general public in the ordinary course of business and which do not specifically target the other Party's employees.



- c) Independent Contractors. Both Parties are independent contractors acting on their own account, and neither Party nor its employees are authorized to make any representations or commitments on the other Party's behalf without the other Party's prior written consent, nor shall either Party be deemed the agent or employee of the other.
- d) Affiliate Engagement. From time to time, affiliates of Prime Contractor may contract directly with Subcontractor under this Agreement, as may be agreed by such Prime Contractor affiliate and Subcontractor. In such cases, the affiliate specified in the applicable Transaction Document, for only such Transaction Document, shall assume all of Prime Contractor's rights, liabilities, and obligations in this Agreement associated therewith HiveTek, for only such Transaction Document, shall have no such rights, liabilities, or obligations. As used in this Section, "affiliate" shall mean any entity incorporated or organized within the United States which is controlled by or under common ownership with HiveTek.

4. **Payment Terms.** Prime Contractor assumes all billing and accounts receivable obligations with respect to its Clients. Subcontractor provides a per-project cost to Prime Contractor, who adds margin to calculate the sell price to Client. Specific project costs will be negotiated and documented on a per-project basis. Subcontractor will invoice Prime Contractor monthly for actual work performed, or as documented in the Transaction Document. Payment to Subcontractor is due net 60. Each Party shall have the option to provide a lead such that the other Party may provide Services directly to an identified Client. The Parties may identify a fee (referred to as a "**Lead Pass Fee**") for an engagement. The Lead Pass Fee shall be identified in the applicable Transaction Document for the specific engagement. No Lead Pass Fee shall be paid for any billable travel expenses incurred.

5. Intellectual Property Rights

- a) Deliverables. To the extent that Deliverables created by Subcontractor under a Transaction Document constitute a Party's pre-existing intellectual property or an invention in whole or in part, the applicable provisions of this Section 5 apply.
- b) Pre-Existing Intellectual Property. Subcontractor shall assign **and hereby irrevocably assigns** all right, title, and interest in all of its own intellectual property owned or acquired prior to, or developed outside of, this Agreement, including patents, rights to apply for patents, trademarks, trade names, domain names, copyrights and all applications and registration of such worldwide, schematics, models, designs, inventions, know-how, trade secrets, software code, and other related materials (collectively, "**IP Material**"). Subcontractor waives all moral rights. To the extent that Subcontractor incorporates any of its own IP Material into any Services or Deliverables provided hereunder, Subcontractor shall grant Prime Contractor and the Client each a worldwide, royalty-free, non-transferable, non-exclusive license to use such IP Material solely for their internal business purposes and as a part of the Deliverables, in accordance with any limitations set forth in the applicable Transaction Document. Subcontractor's use of any IP Material belonging to Prime Contractor or the Client shall be limited to the extent necessary for Subcontractor to perform its obligations under the Transaction Document.
- c) Inventions. In the event a Transaction Document requires Subcontractor to develop any plans, designs, methodologies, or works of authorship, whether patentable or not, which do not constitute the pre-existing IP Materials of either Party ("**Inventions**"), the Subcontractor agrees and acknowledges that all Inventions are "work for hire" and are the sole and exclusive property of Prime Contractor. Subcontractor shall assign all right, title, and interest in the Inventions to Prime Contractor, and to the extent that Prime Contractor seeks to obtain letters patent, trademarks or copyrights in any country of the world related to one or more Inventions, Prime Contractor shall notify Subcontractor, and Subcontractor will provide reasonable cooperation in providing information, completing forms, performing actions and obtaining the necessary signatures or assignments required to obtain such letters patent, trademarks or copyrights and to perfect Prime Contractor's full and unencumbered ownership of such intellectual property rights.
- d) Marketing and Public Relations. Except as expressly permitted herein, neither Party has the right to use or display any other names, trademarks, trade names, logos or service marks of the other Party, except to identify the products and associated Services of the other Party. Each Party agrees not to use the name of the other Party for advertising, public relations, or marketing purposes, including releases to the media, without the other Party's prior written consent. Similarly, Subcontractor shall not use the name of any Client for advertising, public relations, or marketing purposes, including releases to the media, without the Prime Contractor's prior written consent. Execution of this Agreement does not, and shall not be construed to be, an endorsement by either Party of the products or Services of the other Party.

6. Confidentiality.



- a) Confidential Information. By virtue of the Services provided under this Agreement, the Parties acknowledge that they have executed or shall execute a separate Non-Disclosure and Confidentiality Agreement (the "NDA"). **The terms and conditions of that NDA, attached hereto as Exhibit A, are hereby incorporated by reference** and shall govern all Confidential Information disclosed under this Agreement.
- b) Notification. The Recipient will notify the Discloser in writing without undue delay upon becoming aware of any unauthorized release or other breach of Confidential Information, and shall use commercially reasonable efforts to (a) prevent further breach and (b) assist the Discloser in its efforts to secure the Confidential Information. Moreover, in the event the Recipient becomes legally compelled to disclose any Confidential Information, the Recipient shall notify the Discloser so that the Discloser may seek a protective order or other remedy.
- c) Return and Destruction. At any time from and after the date of disclosure, the Discloser may, at its option, demand the return or destruction of any and all originals, copies, and other physical representations of any Confidential Information disclosed by the Discloser hereunder, and the Recipient shall promptly comply with such request. The Recipient shall additionally, using its best efforts in good faith, delete all electronically stored Confidential Information under its control. Any Confidential Information which is not able to be returned or destroyed shall remain subject to the protections of this Section 6 for as long as it remains unable to be returned or destroyed.

7. Indemnification.

- a) Mutual Indemnification. Each Party ("Indemnitor") will indemnify, defend, and hold harmless the other Party ("Indemnitee") including the other Party's affiliates, directors, officers, managers, employees, contractors, agents, licensors, and any third Party vendors and Service providers from and against any claim, action, loss, liability, damage, penalty, cost or expense (including reasonable legal fees and court costs) that the Indemnitee may suffer or incur as a result of Indemnitor's fraud, gross negligence, or willful misconduct.
- b) Indemnification by Subcontractor. Subcontractor shall indemnify and hold harmless Prime Contractor against any actions, costs, losses, liability, or damages (including reasonable legal fees and court costs) arising from:
 - i. Subcontractor personnel compensation, benefits, tax withholding, termination, and other employment-related functions;
 - ii. Any actions, costs, losses, liabilities, or damages (including reasonable legal fees and court costs) arising from claims that Prime Contractor's or Client's authorized use of the Deliverables infringe upon or misappropriate any third Party's proprietary or intellectual property rights. Subcontractor shall have sole control of any such suit (including without limitation the right to settle on behalf of Prime Contractor, provided that Subcontractor shall obtain Prime Contractor's prior written permission prior to accepting any settlement that requires Prime Contractor to take any action or make an admission), and Prime Contractor shall reasonably cooperate with Subcontractor in connection with its defense at the reasonable expense of Subcontractor. If Prime Contractor or its Clients are enjoined from using any Deliverable, or if Subcontractor believes that the Deliverable is likely to become the subject of an infringement claim, Subcontractor shall (i) obtain the right for Prime Contractor and its Clients to continue to use Deliverable or (ii) replace or modify the Deliverable so as to make them non-infringing and substantially comparable in functionality. If after using commercially reasonable efforts Subcontractor is unable to do either (i) or (ii) above, Subcontractor shall refund Prime Contractor the amount paid for such Deliverable, amortized over a three (3) year period. Notwithstanding the foregoing, Subcontractor will have no liability to indemnify Prime Contractor hereunder based on (i) use of a Deliverable other than in accordance with applicable documentation or instructions provided by Subcontractor, (ii) modification of any Deliverable other than by Subcontractor, (iii) the use or combination of any Deliverable with materials not supplied or approved by Subcontractor (iv) information supplied by Prime Contractor or Client to Subcontractor that is included in any Deliverable (v) Prime Contractor or Client's use of a superseded version of the Deliverable if the infringement could have been avoided by using the latest version provided by Subcontractor (vi) Prime Contractor or its Client's failure to comply with the terms of any license agreement or other licensor or manufacturer requirements applicable to any software or other products provided by Subcontractor or (vii) negligence, breach or willful misconduct of Prime Contractor or its Clients.

8. Expectations of Personnel. While performing its obligations under this Agreement, Subcontractor shall:

- a) Supply personnel with sufficient skill, knowledge and training to complete the Services described in the applicable Transaction Document;
- b) Ensure that its personnel obey all reasonable instructions and directions issued by Client when on Client's premises;



- c) Prohibit their personnel from performing Services while under the influence of alcohol and/or illegal substances; and
- d) Conduct background checks on any Subcontractor personnel assigned to work under a Transaction Document and shall obtain Prime Contractor's written consent prior to assigning any person who has failed to pass such checks.

9. Warranties. Subcontractor warrants and represents that:

- a) It is a company in good standing and shall maintain all licenses, permits, and other corporate documentation required by law to perform under this Agreement;
- b) To the best of its knowledge and belief, it is not subject to any contract, agreement, or pending litigation that will conflict with its ability to perform under this Agreement; and
- c) It will perform all tasks and Services assigned to Subcontractor in the applicable Transaction Document in a professional and workmanlike manner in accordance with generally recognized industry standards and applicable laws.

10. Disclaimers

- a) Warranty Disclaimer. EXCEPT FOR THE FOREGOING, OR AS OTHERWISE SET FORTH IN THE TRANSACTION DOCUMENTS, SUBCONTRACTOR MAKES NO REPRESENTATIONS OR WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, AND SUBCONTRACTOR SPECIFICALLY DISCLAIMS ALL OTHER SUCH WARRANTIES, INCLUDING THE WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE OR USE.
- b) Limitation of Liability. TO THE FULLEST EXTENT PERMITTED BY LAW **SUBCONTRACTOR** shall be liable for all direct damages arising from its breach of this Agreement. **Prime Contractor** shall not be liable for any indirect, incidental, special, consequential, or punitive damages. EVEN IF THE OTHER PARTY OR THIRD PARTY HAS BEEN APPRISED OF THE POSSIBILITY THEREOF. Subcontractor's liability for such damages shall remain unrestricted.

11. Insurance Requirements. Subcontractor shall purchase and maintain insurance of the following types of coverage and limits of liability during the Term. All dollar values are in USD:

LIMITS	
EACH OCCURRENCE	\$ 1,000,000
DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
MED EXP (Any one person)	\$ 10,000
PERSONAL & ADV INJURY	\$ 1,000,000
GENERAL AGGREGATE	\$ 2,000,000
PRODUCTS - COMPI/OP AGG	\$ 2,000,000
	\$

12. Industry-Specific Provisions

In the event Subcontractor engages with Prime Contractor in support of a Client who is subject to industry- or geography-specific controls or regulations, Prime Contractor may request Subcontractor to review and incorporate certain different or additional terms and conditions (e.g. a Business Associate Agreement) into the Transaction Document for Services. It is at Subcontractor's sole discretion whether to accept a Transaction Document for Services from Prime Contractor where such requirements exist. Should Subcontractor accept such engagements from Prime Contractor, Subcontractor agrees to comply with such additional or different terms and conditions. Additionally, to the extent that Subcontractor has access to systems under the control of HiveTek, Subcontractor agrees to be bound by the Contractor & Business Associate Security Agreement attached as Schedule A and further to ensure the compliance of the Subcontractor's employees and resources.

13. Force Majeure. Neither Party will be liable for any loss, damage or delay resulting from any event beyond such Party's reasonable control (a "**Force Majeure Event**") and delivery and performance dates will be extended to the extent of any delays resulting from a Force Majeure Event. Each Party will promptly notify the other upon becoming aware that any Force Majeure Event has occurred or is likely to occur and will use its best efforts to minimize any resulting delay in or interference with the performance of its obligations under this Agreement.



14. General Provisions

- a) Nothing in this Agreement shall limit or restrict either Party from entering into or continuing any agreement or other arrangement with any other Party, whether similar to this Agreement in nature or scope. Moreover, each Party shall remain free to provide products and Services to any client or prospective client provided that the terms of this Agreement are not violated.
- b) Notices regarding amendment and termination may be delivered to the email addresses (if any) listed in this section, and such notice shall be deemed received upon the date the sending Party receives a "read receipt" or the other Party written reply. All other notices required to be given under this Agreement shall be sent by certified mail to:

HiveTek Corporation.
5600 Durango Pass, Austin, TX 78724

Attn: Contracts & Compliance
Email: info@HiveTek.com

and to

Attn: _____
Email: _____

- c) This Agreement shall be governed by the laws of the State of New Jersey.
- d) In the event of a conflict between this Agreement and any duly executed Transaction Document, the Transaction Document shall prevail. This Agreement supersedes any additional or different terms listed on any other document (e.g. invoices, purchase orders) which may be issued unilaterally by either Party. This Agreement may not be modified except by a writing signed by both Parties.
- e) If any of the provisions of this Agreement are held by a court of competent jurisdiction to be invalid, such provisions shall be deemed severed and the remaining provisions shall remain in full force and effect.
- f) This Agreement may not be assigned or transferred, nor may rights or obligations be delegated by Subcontractor, without the prior written consent of the Prime Contractor. Subcontractor requires written consent, **which may be withheld in Prime Contractor's sole and absolute discretion**. The Prime Contractor may assign, transfer or delegate its rights under this Agreement without the prior written consent of Subcontractor. This Agreement shall be binding upon and inure to the benefit of the Parties of this Agreement, as well as their respective permitted successors and assigns.
- g) Failure of any Party to enforce, in any one or more instances, any of the terms or conditions of this Agreement shall not be construed as a waiver of the future performance of any such terms or conditions.
- h) Subcontractor shall not subcontract any of the Services it provides hereunder without the prior written consent of the Prime Contractor, which may be withheld for any reason or no reason. Subcontractor shall be responsible for all acts and omissions of any subcontractors it retains hereunder.
- i) This Agreement, any attachments hereto, and any duly executed Transaction Documents constitute the entire agreement of the Parties relating to the Services hereunder and supersede all prior representations, proposals, discussions, and communications, whether oral or in writing.
- j) Subcontractor shall be required to sign any required documentation imposed by the Client; if Subcontractor cannot comply, then it shall be refused to work on such relevant Client's opportunity.

15. Inspection of Records. Subcontractor will permit an annual inspection, at HiveTek's expense, of all records pertaining to this agreement by authorized agents or representatives of HiveTek and the audit and verification of all charges and reimbursements within the terms of this Agreement with the exception of Subcontractor's proprietary agreements with its vendors. HiveTek agrees to notify Subcontractor of its desire to inspect its records at least ten (10) days in advance.

IN WITNESS WHEREOF and intending to be legally bound, the Parties have caused this Agreement to be signed by their authorized representatives as of the date shown above.



HIVETEK Corporation

Subcontractor

By: Zohair Nasimi

By: _____

Printed
Name: *Zohair Nasimi*

Printed
Name: _____

Title: COO

Title: _____

Date: Same date as subcontractor date

Date: _____



Exhibit A

Non-Disclosure and Confidentiality Agreement

To protect certain information which may be disclosed by HiveTek Corporation (HiveTek), HiveTek as the Discloser and _____ ("Recipient") hereby enter into this Non-Disclosure and Confidentiality Agreement ("**Agreement**") and agree to the following terms and conditions:

1. "**Confidential Information**" means any non-public information, including, without limitation, that which relates to technical data, know-how, research, products, services, customers, markets, inventions, processes, designs, marketing, finances, or other proprietary information that is disclosed by Discloser or its affiliates to the Recipient. Confidential Information may be disclosed in any form, whether oral, written, or visual, and may be marked as "Confidential," or if unmarked, would, under the circumstances of disclosure, be understood by a reasonable person to be confidential. If Discloser fails to identify information as "Confidential Information" at the time of disclosure it may subsequently identify the information, on a prospective basis, as "Confidential Information" by giving written notice to the Recipient. Notwithstanding the foregoing, the term Confidential Information does not include information which: (i) has been published by Discloser or is otherwise in the public domain through no fault of Recipient; (ii) is properly within the legitimate possession of Recipient prior to disclosure hereunder and without any obligation of confidence **to Discloser or any third party**; (iii) is lawfully received by Recipient from a third party who lawfully possesses the information and who is not restricted from disclosing the Confidential Information to Recipient; (iv) is independently developed by Recipient without use of the Confidential Information; or (v) is approved for disclosure by Discloser, in writing, prior to its disclosure.
2. Recipient may use the Confidential Information solely for the purpose of Discloser's express written purpose with Discloser and for no other purpose, including, but not limited to, any competitive purpose.
3. Recipient agrees not to reveal Confidential Information to any third party without Discloser's prior written consent. Recipient shall provide the same type and degree of care, but highest degree of care, to prevent disclosure or unauthorized use of Discloser's Confidential Information. Recipient may disclose Confidential Information only to its employees or agents who have a "need to know" such information for the Purpose and are also bound by a confidentiality obligation no less restrictive than the terms of this Agreement.
4. Confidential Information may be disclosed without breach of this Agreement in response to a valid order of a court or other governmental body or as otherwise required by law; provided, however, that, if permissible, Recipient first gives notice to Discloser and has, as appropriate: (i) fully cooperated in Discloser's attempt to obtain a protective order from the appropriate court or other governmental body, or (ii) attempted to classify the media containing the Confidential Information to prevent access by the public, in accordance with the provisions of the federal Freedom of Information Act or similar state statutes.
5. All Confidential Information and all copies thereof shall remain the sole property of Discloser. Upon Discloser's written request, Recipient shall, within ten (10) business days, either return to Discloser or, at Discloser's option, destroy all Confidential Information and all copies thereof. Recipient shall provide a written certification of destruction to Discloser within ten (10) days thereafter.
6. Recipient acknowledges that Confidential Information may be supplied hereunder and may be subject to export controls under the laws of the United States of America. Recipient shall comply with such laws and regulations and agrees not to export, re-export or transfer Confidential Information without first obtaining all required U.S. government authorization or licenses.
7. All Confidential Information and all intellectual property rights related thereto remain the sole and exclusive property of Discloser. No license or other rights to use, copy, or exploit any intellectual property or Confidential Information is granted or implied under this Agreement. Recipient agrees not to reverse engineer, decompile, or disassemble any software, products, or prototypes provided by Discloser.
8. Because monetary damages are difficult to ascertain and would be inadequate remedy for Discloser if Recipient agrees that Discloser may seek to obtain an injunction to prevent unauthorized use or disclosure of Confidential Information by Recipient, in addition to any other legal or equitable remedies which may be available to Discloser. **Discloser** in any court action or other proceeding to enforce the provisions of this Agreement **shall** recover the costs therein incurred, including but not limited to reasonable attorneys' fees, **whether or not Discloser is the prevailing party**. For these purposes, a party will be deemed to be the prevailing party if a restraining order, injunction or judgment for declaratory relief or for damages other legal or equitable remedy is entered in favor on some or all its claims.
9. The term of this Agreement is one (1) year starting on the Effective Date. The obligations set forth in this Agreement shall terminate five (5) years after the Effective Date. In the event that any portion of this Agreement is ruled invalid by a court of competent jurisdiction, the remaining portions will continue to be valid and in effect, and interpreted as if the invalid portion has never been a part thereof.
10. This Agreement cannot be amended, nor its provisions waived, except by a writing signed by authorized representatives of the parties.
11. This Agreement shall be governed by the laws of the State of New Jersey. There are no other understandings, agreements or representations, express or implied, between the parties regarding the subject of this Agreement. The parties agree that any dispute arising from the provisions of this Agreement between the parties shall be exclusively litigated in the courts of the State of New Jersey or the United States Federal District Court for the District of New Jersey and both parties hereby consents to submit to the jurisdiction of such courts and expressly waives any objections or defenses based upon the lack of personal jurisdiction or venue.



Schedule A

Contractor & Business Associate Security Agreement

I understand that **HiveTek Corporation** (referred to as "HiveTek" and "Company") for which I provide Services has a legal and ethical responsibility to safeguard the confidentiality and privacy of its business (financial, marketing, architectural designs, Service catalog and pricing, network and system information, etc.) and employee information and client data (collectively, "Confidential Information") as a part of its mission.

I understand that I may come into the possession of Confidential Information and will access and use this information only when it is necessary to perform my job-related duties in accordance with HiveTek's Privacy and Information Security Policies. HiveTek provides these policies upon request. I further understand that I must comply with this agreement in order to obtain or retain my authorization for access to Confidential Information or HiveTek.

General Rules

1. I will act in accordance with the Company's Code of Conduct at all times during my relationship with the Company.
2. I understand that I should have no expectation of privacy when using Company information systems. The Company may log, access, review, and otherwise utilize information stored on or passing through its systems, including email, in order to manage systems and enforce security.
3. I understand that a violation of this agreement may result in disciplinary action, up to and including, termination of authorization to provide Services on HiveTek behalf.

Protecting Confidential Information

1. I will not disclose or discuss any Confidential Information with others, including friends or family, who do not have a need to know. I will not take media or documents containing Confidential Information home with me unless specifically authorized to do so as part of my job.
2. I will not publish or disclose any Confidential Information to others using personal email, or to any Internet sites, or through any social media. I will only use such communication methods when explicitly authorized to do so in support of HiveTek business and within the permitted uses of Confidential Information by HiveTek.
3. I will not divulge, copy, release, sell, loan, alter or destroy any Confidential Information except as properly authorized. I will only reuse or destroy media in accordance with HiveTek company standards as directed by a HiveTek employee.
4. I will not make any unauthorized transmissions, inquiries, modifications or purging of Confidential Information.
5. I will not transmit Confidential Information outside the HiveTek network unless I am specifically authorized to do so as part of my job responsibilities.
6. I will not copy or store Confidential Information on mobile or portable devices, or removable media such as laptops, cell phones, CDs, thumb drives, external hard drives, etc. unless specifically required to do so in accordance with my job assignment. If I do need to copy or store Confidential Information on such devices or media, I will encrypt the information and destroy such data in a timely manner when it is no longer applicable to the job assignment.

Following Appropriate Access

1. I will only access or use systems or devices I am officially authorized to access and will not demonstrate the operation or function of systems or devices to unauthorized individuals.
2. I will not attempt to bypass HiveTek security controls.
3. I will only access software systems that HiveTek has provided its consent and authorization. I will only review Confidential Information viewable in these systems on a business "need to know" basis.

Personal Security

1. I understand that I will be assigned a unique user ID to login and track my access and use of Confidential Information by that user ID is associated with my name.
2. I will not share my assigned user ID or password with any other person.
3. If I connect my HiveTek-authorized personal computer to the HiveTek network I will only use licensed software and will ensure that the personal firewall is enabled and anti-virus software is enabled to protect the HiveTek network.
4. If assigned a HiveTek laptop, I will not install unauthorized software or disable/uninstall HiveTek-issued software.
5. I will not use tools or other techniques to break/exploit security measures implemented by HiveTek nor attempt to access systems not assigned to me to carry out my job assignment. I will practice good workstation security measures such as using screensavers with passwords and removing workstations from public view when working with Confidential Information.
6. I will immediately notify my HiveTek contact if:



- a. My password has been disclosed or otherwise compromised;
- b. My media with Confidential Information stored on it has been lost or stolen;
- c. I suspect a virus infection on any system;
- d. I am aware of any activity that violates this agreement, privacy and security policies; or
- e. I am aware of any other incident that could possibly have any adverse impact on Confidential Information or HiveTek

Upon Contract Termination

- 1. I agree that my obligations under this Agreement will continue after termination of my employment, expiration of my contract, or my relationship ceases with the Company.
- 2. Upon termination, I will immediately return any documents or media containing Confidential Information to the Company.
- 3. I understand that I have no right to any ownership interest in any Confidential Information accessed or created by me during and in the scope of my relationship with the Company.

By you or your company signing or having signed the Subcontractor Agreement, you are agreeing to the terms of this agreement.