

# Premier Tech, Inc.

7300 West 110th Street, Suite 535

Overland Park, KS 66210

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**Premier Tech, Inc. Sub-Contractor Agreement**

An agreement made this 11th day of April 2017, between Premier Tech, Inc. (Broker) a corporation, having a principle office at 7300 West 110th Street, Suite 535, Overland Park, KS 66210 and Srimatrix, Inc. at 1255 West 15th Street, Suite 815, Plano, TX 75075 (“Sub-Contractor). Wherein the parties agree as follows:

1. **SCOPE**

The terms of this agreement apply in a situation where Sub-Contractor agrees to provide specialized Information Technology Services as an independent Sub-contractor directly to the third party user Client: As listed on Exhibit "A" (“End-Client”) who has requested Premier Tech, Inc. to locate temporary staffing for the client’s project according to the training, skills, abilities and experience required by the client. Premier Tech, Inc. agrees to examine Sub-Contractor’s background for providing services to end-client, to refer Sub-Contractor to the end-client for further evaluation and possible retention of Sub-Contractor’s services, to negotiate a rate for those services in accordance with Sub-Contractor’s directions, and to otherwise perform as stated herein.

1. **TERM OF AGREEMENT**

All terms and conditions of the agreement shall remain in force during any and all periods for which Sub-Contractor’s services are provided to end-client and for any other periods before and/or thereafter as stated herein. Premier Tech, Inc. shall have no further obligation to Sub-Contractor

should Sub-Contractor reject an offer to provide services to an end-client project.

Prior to the commencement of any services, Premier Tech, Inc. and Sub-Contractor will execute a Purchase Order attached as Exhibit A to this Agreement, which shall be considered part of this Agreement and binding upon both parties. Sub-Contractor’s services under this Agreement will terminate at the end of the minimum time requirement covered by the Purchase Order and any renewals or extensions thereof (“end date”), or upon twenty-four hours notice if for any reason the client no longer desires the services of the Sub-Contractor. Sub-Contractor may not voluntarily terminate its services under the Agreement before the end date unless, as stated in writing by the client, the project has been completed or the services are no longer required.

1. **ASSIGNMENT OF CONTRACT**

Sub-Contractor is to provide services through its personnel named in paragraph 7 of the Purchase Order, for whom it is responsible, and may not assign its rights under this Agreement or any Purchase Order.

1. **NON-SOLICITATION OF PERSONNEL OR CLIENTS**

During the term of this Agreement and any renewals thereof, and for one year after the expiration of the initial and renewal periods, Sub-Contractor agrees that it will pay a finder’s fee to Premier Tech, Inc. if (a) Sub-Contractor or any of its personnel (i) provides or attempts to provide (or advises others of the opportunity to provide), directly or indirectly, any services to any client to which Sub-Contractor has performed services or to which Sub-Contractor was introduced under this Agreement or (ii) retains or attempts to retain, directly or indirectly, for itself or for another party, the services of Premier Tech, Inc.’s Sub-Contractors or employees to which Sub-Contractor has been introduced or has received information about through and (b) such services are provided or such other Sub-Contractor or employee is retained in any capacity whatsoever, including as a Sub-Contractor or employee.

For the purposes of the above, the term “client” includes any affiliates, customer and clients of the client. This provision may be waived only on a case-by-case basis in writing by an executive office of Premier Tech, Inc., in its sole discretion, prior to Sub-Contractor taking the action for which waiver is sought. The parties agree that the finder’s fee shall be paid immediately upon commencement of the services and shall be $15,000 per individual who provides such services.

1. **REPRESENTATIONS**

Sub-Contractor acknowledges for itself and its personnel that information provided by Sub-Contractor (including but not limited to, resume, interview, references) in consideration for providing services to or on behalf of the End-Client is true to the best of Sub-Contractors knowledge and that it is not restricted by any employment or other Sub-Contractor agreement from providing services in any attached Purchase Order. Sub-Contractor understands that any misstatements or lack of candor by Sub-Contractor of the qualifications or availability of its personnel constitutes a breach of this Agreement and may be grounds for immediate termination of Sub-Contractor’s services by the End-Client.

1. **PAYMENT FOR SERVICES**

Payment for services may be made in the corporate or business name of Sub-Contractor for work invoiced to Premier Tech, Inc. (Invoice hours must be supported by End-Client authorized and approved time sheets). Under the terms of this Agreement, Sub-Contractor will submit a manager approved invoice to Premier Tech, Inc. on a monthly basis. Payment to Sub-Contractor will be due thirty days from invoice date. Neither Premier Tech, Inc. nor anyone else will provide other compensation in any form, including benefits. For billing any payment purposes, Sub-Contractor shall maintain records of the hours that services have been performed, have an End-Client representative verify those hours by signing the records, and submit to Premier Tech, Inc. those records for the amount due to Sub-Contractor for the hours worked and verified. Sub-Contractor will also invoice Premier Tech, Inc. only for those hours covered by such records. No payments will be made to Sub-Contractor without such invoices.

Sub-Contractor is entitled to compensation per its invoice, and with no Premier Tech, Inc. liability otherwise, because Sub-Contractor agrees that the End-Client controls the payment of consulting fees to Sub-Contractor. In the event of such non-payment by the End-Client, Premier Tech, Inc. shall have no liability to Sub-Contractor.

1. **TRAVEL, LIVING AND OTHER COSTS**

Premier Tech, Inc. will pay no travel, living, entertainment or other costs of Sub-Contractors. Premier Tech, Inc. will provide no training, tools, equipment or other materials to Sub-Contractor. Sub-Contractor’s invoiced hours will include no time spent in formal training (unless authorized by Client) and Sub-Contractor represents that it is not being provided such formal training by Premier Tech, Inc., the End- Client or anyone on behalf of Premier Tech, Inc or End-Client.

1. **CONFIDENTIALITY**

Sub-Contractor agrees that neither it nor its personnel will disclose to any third party, without the prior written consent of an executive officer of Premier Tech, Inc., any information relating to the business of Premier Tech, Inc., the End-Client, the customers and clients of the End-Client, or other Premier Tech, Inc. Sub-Contractors or employees, if such information could reasonably be construed as confidential and was obtained in the course of Sub-Contractor’s providing services on clients project, interviewing with Premier Tech, Inc. or End-Client, or contracting with Premier Tech, Inc. Sub-Contractor further agrees neither it nor its personnel will reproduce in any way, divulge, or remove from the premises of Premier Tech, Inc., any client, or the customers and clients of any client, at any time during the interview, or during or after providing services, any tangible or intangible property whatsoever (except personal effects) which could reasonably be construed as constituting confidential information of Premier Tech, Inc., the End-Client or the customers of the End-Client.

1. **CONDUCT, INDEPENDENT STATUS AND BENEFITS**

Sub-Contractor shall provide competent, professional services in the required disciplines, using its own appropriate independent skill and judgment, and the manner and means that appear best suitable to it to perform the work, and Premier Tech Inc. shall have no right to and shall not interfere. Evaluation of Sub-Contractor’s performance, if any, shall be made by the End-Client. Premier Tech, Inc. shall have no right or responsibility hereunder to and shall not review such performances, require progress reports, set the order of sequence for performing of services, or set Sub-Contractor’s hours or location of work, except that Sub-Contractor shall not perform services on Premier Tech, Inc.’s premises.

**Sub-Contractor is**: A valid corporation or unincorporated business existing under the law of the state of Kansas with corporate name or business name: Srimatrix, Inc. (“Sub-Contractor) located at 1255 West 15th Street, Suite 815, Plano, TX 75075

**Payroll identification number (PIN): 47-1281040**

Sub-Contractor warrants that it maintains a set of books and records, which reflect items of income and expenses of its trade or business.

The parties to this Agreement agree that the relationship created by this Agreement is that of a Premier Tech, Inc., Independent Sub-Contractor. Sub-Contractor agrees and has advised its personnel that Sub-Contractor and its personnel are not employee(s) of Premier Tech, Inc. or the End-Client and are not entitled to ( and also hereby waive) any benefits provided or rights guaranteed by Premier Tech, Inc. or the End-Client, or by operation of law, to their respective employees, including by not limited to group insurance, liability insurance, disability insurance, paid vacations, sick leave or other leave, retirement plans, health plans, premium “overtime pay” and the like. It is understood and agreed that since the Sub-Contractor is an independent Sub-Contractor, Premier Tech, Inc. will make no deductions from fees paid to Sub-Contractor for any federal or state taxes or RCA, and Premier Tech, Inc. and the End-Client have no obligation to provide Worker’s Compensation and, if applicable, pay any premium “overtime” rate for its employees who work on the project covered by this Agreement and to make required FICA, FUTA, income tax withholding or other payments related to such employees, (and to provide Premier Tech, Inc. with suitable evidence of the same whenever requested). In the event of any claims brought or threatened by any party against Premier Tech, Inc. or the End-Client relating to the status, acts or omissions of Sub-Contractor or its personnel, Sub-Contractor agrees to cooperate in all reasonable respects, including to support the assertions of employment status made in this Agreement.

1. **SERVICES TO OTHERS**

Sub-Contractor may provide services for others and through other Sub-Contract arrangement providing it (a) does not interfere with the Sub-Contractors ability to perform the duties expected and agreed to in this Agreement and the Purchase Order and (b) does not violate paragraph 4 of this Agreement.

1. **LIABILITY**

Because of the independent status of Sub-Contractor, Sub-Contractor is solely and completely accountable for the services it provides to the End-Client, and neither the End-Client nor its customers and clients, nor Premier Tech, Inc. shall have any liability whatsoever to any party for such services provided by Sub-Contractor or its personnel. Premier Tech, Inc. will not indemnify Sub-Contractor for any liability, incurred by Sub-Contractor, its agents or employees. Sub-Contractor understands that Premier Tech, Inc. will act in good faith to describe the task requirements set forth by the End-Client, but that because Sub-Contractor has the opportunity to discuss directly with the client these task requirements prior to acceptance of the project offered by the client, and because Premier Tech, Inc. has no right to control any aspect of the project on which Sub-Contractor will be working, Sub-Contractor hereby releases Premier Tech, Inc. from any liability relating to representation about the task requirements or to the conditions under which Sub-Contractor will be working. Sub-Contractor also agrees to release Premier Tech, Inc. from any liability for statements made by Premier Tech, Inc. without malice, to third parties who inquire about Sub-Contractors performance.

1. **OWNERSHIP OF INTELLECTUAL PROPERTY, ETC**.

Unless Sub-Contractor and the client reach a written agreement to the contrary, in which case Sub-Contractor agrees to provide a copy to Premier Tech, Inc. for its files, Sub-Contractor agrees for itself and its personnel that pursuant to the End-Client’s requirement (a) all documents, deliverables, software, systems designs, disks, tapes and any other materials ( collectively, “materials”) created in whole or in part by Sub-Contractor in the course of or related to providing services to the End-Client shall be treated as if it were “work for hire” for the End-Client, and (b) Sub-Contractor will immediately disclose to the End-Client all discoveries, inventions, enhancements, improvements and similar creation (collectively, “creations”) made, in whole or in part, by Sub-Contractor in the course of or related to providing services to the End-Client.

All ownership and control of the above materials and creations, including any copyright, patent rights and all other intellectual property rights therein, shall vest exclusively with the End-Client, and Sub-Contractor hereby assigns to the End-Client all right, title and interest that Sub-Contractor may have in such materials and creations to the End-Client, without any additional compensation and free of all liens and encumbrances of any type. Sub-Contractor affirms that the fee it has negotiated for the service performed under this Agreement includes payment for assigning such rights to the End-Client. Sub-Contractor agrees to execute any documents required by the End-Client to register is rights and to implement the provisions herein.

1. **INSURANCE**

Sub-Contractor will obtain for itself and its personnel before providing services, at its own expense, comprehensive General Liability (GL) insurance coverage for projects covered by this Agreement, for limits of liability not less than $1,000,000.00 and Worker’s Compensation insurance coverage and will name Premier Tech, Inc. as an additional insured and provide a copy of the binder, the policy, or a certificate of insurance to Premier Tech, Inc. upon request

1. **INDEMNIFICATION**

Sub-Contractor shall indemnify and hold harmless Premier Tech, Inc. and End-Client, and their officers, directors, agents, owners, and employees, for any claims brought or liabilities imposed against Premier Tech, Inc. or End-Client by Sub-Contractor’s employee or by any other party (including private parties, governmental bodies and courts), including claims related to worker’s compensation, wage and hour laws, employment taxes and benefits and whether relating to Sub-Contractor’s status as an independent Sub-Contractor and it’s personnel. Indemnification shall be for any and all loss, including costs and attorney’s fees.

1. **BREACH**

Any breach of any provision of this Agreement by Sub-Contractor or its personnel entitles Premier Tech, Inc. to recover from Sub-Contractor damages and injunctive relief. Sub-Contractor agrees that because monetary damages are likely to be inadequate, Premier Tech, Inc. shall be entitled to temporary injunctive relief (by proving to a court a likelihood of breach by Sub-Contractor) and to permanent injunctive relief (by proving to a court such breach). If Premier Tech, Inc. is successful in recovering damages or obtaining injunctive relief, Sub-Contractor agrees to be responsible for paying all of Premier Tech, Inc.’s expenses in seeking such relief, including all costs of bringing suit and all reasonable attorneys’ fees.

1. **MISCELLANEOUS**

This Agreement and any attached Purchase Order(s) represent the entire agreement and understanding of the parties and any modification thereof shall not be effective unless contained in writing and signed by both parties. No other document, including any agreement between Premier Tech, Inc. and the End-Client, shall be deemed to modify any terms of this Agreement unless expressly stated in writing to do so, and is signed by both Premier Tech, Inc. and Sub-Contractor.

Each provision of this Agreement shall be considered severable such that if any one provision or clause conflicts with existing and future applicable law, or may not be given full effect because of such law shall not affect any other provision of the Agreement which can be given without the conflicting provision or clause. To the extent that there may be any conflict between the terms of this Agreement and the Purchase Order, this agreement shall take precedence.

Sub-Contractor represents that Sub-Contractor has read and understands the terms of the Agreement, has had an opportunity ask any questions and to seek the assistance of legal counsel regarding these terms, and is not relying upon any advice from Premier Tech, Inc. in this regard.

This Agreement shall be governed by the laws of the State of Kansas, except for its choice of law principles, regardless of where Sub-Contractor’s work is performed, and any litigation shall be brought in the state or federal courts of the State of Kansas. Sub-Contractor agrees to the exercise of personal jurisdiction over it by such courts to the full extent permitted by law.

**Srimatrix, Inc. Premier Tech, Inc.**

**1255 West 15th Street, Ste 815 7300 West 110th Suite 535**

**Plano, TX 75075 Overland Park, KS 66210**

**Taxpayer ID: 47-1281040 Taxpayer ID: 41-2130898**

**Signature: Signature:**

**Printed Name: Printed Name:**

**Title: Title:**

**Date: Date:**

**PREMIER TECH, INC. PURCHASE ORDER**

**EXHIBIT A**

In accordance with the Sub-Contractor Agreement signed between the undersigned parties on April 11, 2017 it is agreed as follows:

That Srimatrix, Inc. with Tax ID 47-1281040 and office address at 1255 West 15th Street, Suite 815, Plano, TX 75075**,** beginning April 19, 2017, and terminating on the “end date” of TBD, (minimum time requirement”), at a rate of $52.00 per hour for every hour worked, including any hours exceeding the standard 40 hour work week; to accomplish the following end result for the client on the following client project:

Unless otherwise notified, when the minimum time requirement has elapsed, this Purchase Order shall be deemed to have been extended beyond the original “end date” on a month-to-month Agreement referenced above, until such time as the above-mentioned project is completed or Sub-Contractor provides 30 days prior written notice of a refusal to extend this Purchase Order. For purpose of this Purchase Order, “month-to-month” means the period beginning on the next calendar date immediately after the previous “end date” and terminating on the same calendar date of the next month, which is the new “end date”. The purpose of this paragraph is not to extend the end date indefinitely and create a continuous relationship, but is instead to cover situations where the original estimates for project completion require adjustment.

At the end of each week, for billing and payment purposes, Sub-Contractor shall submit to Premier Tech, Inc. a time record signed by an authorized End-Client official verifying the number of hours of consulting services provided by Sub-Contractor to the End-Client. Sub-Contractor will also submit an invoice monthly to Premier Tech, Inc. for Sub-Contractor’s services to the End-Client for those hours verified by the End-Client on time records. No payments will be made to Sub-Contractors without such invoices.

Sub-Contractor and the End-Client will discuss the hours and location where the work is to be performed. Sub-Contractor agrees to complete the project and produce the end result required by the End-Client. Sub-Contractor’s rate is a confidential matter between Sub-Contractor and Premier Tech, Inc. and shall not be divulged to any other party including the End-Client.

The following personnel of Sub-Contractor who will work on this project have been informed and understand their obligations under this Purchase Order and the Sub-Contractor’s Agreement.

**Sub-Contracting Personnel: Nirav Panchal**

(**In the event the sub-contracting personnel, Nirav Panchal, does not complete at least 30 days of work for End-Client for any reason; no payments will be owed to Srimatrix, Inc. by Premier Tech, Inc.)**

**PREMIER TECH, INC SUB-CONTRACTOR PURCHASE ORDER**

**SIGNATURE PAGE**

**EXHIBIT A**

**Pay Rate: $52**

Sub-Contractor: Srimatrix, Inc.

Sub-Contracting Personnel: Nirav Panchal

Broker: Premier Tech, Inc.

End-Client: Quest Diagnostics

**POSITION LOCATION:**  400 Egypt Road, Norristown, PA 19403

The undersigned has/have read, understand(s) and agree(s) to the terms and conditions herein.

**For and on behalf of:** **For and on behalf of:**

Srimatrix, Inc. Premier Tech, Inc

7300 West 110th

Suite 535

Overland Park, KS 66210

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SIGNATURE SIGNATURE

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DATE DATE