

Satellite Teams Engagement Agreement

This SATELLITE TEAMS Engagement Agreement (hereinafter the “**Agreement**”) made this _____, 2021 (“Effective Date”), by and between:

SATELLITE TEAMS LLC (hereinafter “**ST**”), a limited liability corporation formed under the laws of Delaware, with its registered office at 6800 OWENSMOUTH AVE. CANOGA PARK, CA 91303 and _____ (hereinafter “**Client**”), a _____ formed under the laws of _____, with its principal place of business at _____.

The term “Party” will hereinafter be used generically to refer to either Client or ST. The term “Parties” jointly refers to both parties, Client and ST.

WITNESSETH:

WHEREAS, Client requires assistance in identifying, screening, and hiring candidates to occupy a number of roles within the Client’s organization. Further, Client wishes to engage ST’s services for these roles; and

WHEREAS, ST is in the business of profiling, providing, sourcing, screening, and endorsing Permanent Hires, Short and Long Term Contracting, Project Work, Out-tasking and Outsourcing Position Holders; and desires to deliver its services to Client;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and other valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. DEFINITIONS

For the purpose of this Agreement, highlighted terms shall have the following meanings.

- 1.1 “**Acceptance**” means the point in time when the Client has a successful PRT match; Acceptance shall be evidenced by the issuance by Client of an acceptance certificate or hire.
- 1.2 “**Authorized Cause of Termination**” pertains to a termination of employment that is grounded on a company’s exercise of management prerogatives such as redundancy or retrenchment or when an employee is suffering from an illness that is found to be incurable for six months.
- 1.3 “**Client Resources**” means all employees, contractors and subcontractors directly hired by Client and made to interact with ST or ST Resources during the term of this Agreement.
- 1.4 “**Just Cause of Termination**” pertains to grounds for termination of employment which are rooted on employee’s breach of the Company’s Code of Discipline resulting to a commission of a terminable offense. There is no severance pay for this type of termination of employment.

- 1.5 **“Laws of Jurisdiction”** the laws of the country where all or major parts of a contract are to be executed or performed.
- 1.6 **“Professional Remote Talent” (PRT)** means vetted professional talent by ST who conducts the work remotely and/or offshore for and under the supervision and control of the Client.
- 1.7 **“Probationary Employee”** is an employee whose employment is deemed to be under evaluation from his first day at work until such time that his status is become regular or permanent under the prevailing laws of jurisdiction.
- 1.8 **“Regular Employee”** is an employee whose employment duration is beyond six months. Termination of employment of a regular employee requires severance pay from the employer computed at one month salary for every year of service, where a fraction of six months is considered as one year for purposes of computing the severance package.
- 1.9 **“Request Order or Order”** means Client’s order for Professional Remote Talent and Services in a written or electronic format.
- 1.10 **“Service(s)”** means screening, recruitment, hiring, payroll management, contractual and mandatory benefits management, local compliance and taxation.
- 1.11 **“ST Single Rate”** means the monthly fixed ST Fee that includes salary of PRT and ST’s services.
- 1.12 **“ST Resources”** means all employees, contractors and subcontractors hired by ST and used in providing “Professional Remote Talent” and “Services” to Client

2. RELATIONSHIPS OF PARTIES

- 2.1 IC Status. ST shall act solely as an independent contractor. Nothing contained herein shall be construed to create the relationship of principal and agent, employer and employee, parent and subsidiary, or joint venture. During the Term of this Agreement, ST shall offer PRTs to Client to provide services to Client. Provided further that the PRTs hired by Client under this Agreement shall render services to Client on an exclusive basis.
- 2.2 Supervision of PRT. Supervision of PRT’s work is solely the Client’s responsibility. This supervision is primarily composed of the means and methods by which the PRT is required by Client to deliver the services. For the avoidance of doubt, ST’s management of hired PRTs shall be limited only to the extent of ensuring that the payroll and benefits management are properly carried out in compliance with this Agreement and local laws. The PRT shall be authorized to perform only such works within the scope of the assignment as designated by Client. In no event shall PRT be allowed to work directly or indirectly for other Clients and/or third parties.
- 2.2.2 In the same vein, Client alone shall conduct the PRT’s performance evaluation, using the metrics made known to the PRT at the time of his engagement which shall be the determining factor of whether or not the PRT’s status as probationary shall transition to regular employment.
- 2.3 Responsibility. If for any reason, the PRT is unable to provide the services, whether due to personal emergency, force majeure or otherwise, it is the Client’s sole responsibility to provision

a Business Continuity Plan (“BCP”) for each PRT. In no event shall ST be made liable to any extent for failure of any PRT to provide the services required from him.

- 2.4 Compliance with Laws. It is understood that the Client agrees to ST’s policies to ensure compliance with local regulatory and labor laws applicable to the PRTs, including the payment of wages, overtime, applicable meal/rest breaks, employee benefits, disability benefits, health insurance, worker’s compensation, vacations, holiday time, medical leave, auto insurance or other employee fringe benefits.
- 2.5 Use of Client’s Name and Logo. Client agrees to allow ST to publish Client’s logo as a Client on ST’s marketing materials, including visibility on ST’s website, marketing email communications, social media platforms and other promotional materials unless there is a written notice from the Client to exclude them in such.

3. TERM AND TERMINATION

- 3.1 This Agreement shall be effective for a minimum duration of one year.
- 3.2 This Agreement shall be automatically extended for additional period of one year unless terminated by a party as set forth in paragraph 3.3.
- 3.3 Either party may terminate this Agreement upon 60 days’ notice in writing to the other party. ST or Client may terminate any part of this agreement with respect to a particular PRT at any time for any reason, and in compliance with the just and/or authorized causes of termination under the prevailing laws of jurisdiction.
- 3.4 Client recognizes and so accepts that each jurisdiction has varying rules on termination of employment. In certain cases, severance pay may be required which shall be computed in accordance with the prevailing laws of jurisdiction, if and when applicable. The severance pay shall be charged against Client if the reason for termination of PRT is initiated by the Client.
- 3.5 The severance pay, if and when applicable, shall be borne by ST if PRT’s termination is initiated solely by them. In such case, ST shall them immediately replace the terminated PRT at no cost to Client.
- 3.6 Should this Agreement be cancelled or allowed to lapse, the employments of the PRTs under this Agreement shall also be deemed cancelled. Should Client or its affiliates desire to keep the employment of a PRT after the expiry of or termination of this Agreement, Client shall be required to pay the equivalent of subject PRT’s monthly salary for 36 months.
- 3.7 Upon termination of this Agreement, the terms and conditions contained herein shall continue to apply to all Request Orders previously transmitted by Client to ST.
- 3.8 All of the rights and obligations that customarily extend beyond the Term (including but not limited to intellectual property and other licenses, warranties, representations, compensation, indemnity obligations, confidentiality obligations, etc.) shall continue in perpetuity notwithstanding any termination or expiration of this Agreement.

4. INTELLECTUAL PROPERTY

4.1 Client is, and shall be, the sole and exclusive owner of all right, title and interest in the work and work product provided by PRT to the Client, which shall be considered “work made for hire,” as that term is defined by 17 U.S.C. Section 101; b) ST irrevocably and unconditionally waives any and all *droit morale* or “moral rights” and similar laws and principles throughout the world that ST has or may have in the work product of PRT and hereby agrees not to make any claim against Client and/or its licensees or distributors based on any such rights.

5. NON-SOLICITATION

5.1 Client agrees that during the period of Client's engagement with ST and for two (2) years thereafter, Client will not disrupt, damage, impair or interfere with the ST's business by intentionally and directly and/or indirectly recruiting, soliciting, contacting, or otherwise inducing any of the ST's PRT's, employees, contractors, partners, and/or vendors to enter into employment, consulting, services, or other type of relationship with them and/or its affiliates, and/or any other person or business entity that competes with ST directly, unless agreed to in writing by ST. This prohibition applies not only to PRTs working on and/or deployed by ST to Client but also to internal employees of ST irrespective of the absence of knowledge of this Agreement.

5.2 If Client Breaches Section 5.1, Client shall, on demand, pay to ST liquidated damages equivalent to subject PRT's monthly salary for 36 months.

5.3 This non-solicitation clause shall similarly apply to individuals who were merely endorsed for hiring to Client by ST even if the said application be unsuccessful.

6. PAYMENT

6.1 ST Single Rate. Client shall pay ST Single Rate on a forward monthly basis no later than the first day of each month. Payment can be made by ACH or check, by credit card (which will include a 3% administrative fee) or electronic funds transfer (to include a \$30 wire transfer fee) for the full amount (ST Single Rate) of the invoice on the first of each month.

6.2 Recruitment Fee. Client agrees that the recruitment fee (“Recruitment Fee”) for each PRT shall be equivalent to 1 month of the ST Single Rate for the position. Client agrees that the Recruitment Fee shall be deemed earned by ST when Client hires the PRT in any capacity. The Recruitment Fee Payment in connection with an PRT will be due to ST upon the mutual acceptance of the employment offer of the PRT.

6.3 Replacement PRT Policy. ST's One-Time Replacement Policy will begin on the PRT's initial start date. In the event a PRT is terminated by Client within the first 90 days of the initial start date due to performance issues or failure to meet performance standards of Client, ST will offer to Client a replacement PRT without requiring payment of an additional Recruitment Fee. No refunds of Recruitment Fees are available. ST's Replacement Policy shall not apply in the event of PRT's resignation, or termination whether for just cause or authorized cause.

- 6.3.2 The Replacement Policy under this Agreement shall take place only once for a specific placeholder. All succeeding terminations by Client of PRTs shall be charged with the applicable ST Single Rate.
- 6.4 Late Payments. Late payments will accrue an interest of 1.5% per month from the date of Invoice. Further, repeated instances of late payment will trigger the need for the Client to deposit funds in advance to ST to cover future Single Rate fees. The decision of requiring advance payments from Client shall solely belong to ST.
- 6.5 Expenses. All expenses incurred by ST on behalf of Client will be reimbursed to ST in a timely manner, within 7 days of presenting the expense report. ST will not incur any expense (other than expenses arising out of or relating to governmental and payroll taxes relating to the PRT) on behalf of Client without Client's prior written consent. In the event assignment requires travel of PRT to Client's offices, a travel request will have to be approved by ST and Client.
- 6.6 Nonpayment / Collection / Attorneys' Fees / Interest. In the event Client fails to make timely payment for ST's services and ST brings any type of legal action to recover outstanding amounts owed by Client to ST, ST shall be entitled to reasonable attorneys' fees and costs incurred in doing so, as well as interest from the date the unpaid Services were first provided to Client through date of actual payment thereupon, compounded monthly, at a rate of 18 percent per annum.
- 6.7 Interruption of Services. ST reserves the right to interrupt, pause, delay, or otherwise halt services to Client due to non-payment of invoices for services rendered. Client understands and acknowledges its operations, business, and other needs may be materially, consequentially, or significantly hampered, impaired, impeded, or otherwise adversely affected if Client fails to remit payment to ST on time for services rendered.
- 6.8 Increases in Rate Schedule. ST reserves the right to increase, modify, adjust, or otherwise alter its rates schedule provided thirty (30) days' written notice to Client. By continuing to use ST's services after notification of rate increase, Client agrees to ST's new rates in effect. Client understands agrees and acknowledges that pricing for STs services depends on the exchange rates for currencies applicable to the local PRT and therefore all rates in this Agreement, including the Single Rate and RPT Recruitment Fee shall further be subject to increase and/or modification for reasons relating to changes in foreign currency exchange rates. Client understands and agrees that after 6 months of employment, an employee's charge will increase by 1.5% and will be increased by 1.5% each 6 months going forward as a Cost of Living Adjustment (COLA).
- 6.9 No Guarantees. Client agrees, acknowledges, and understands that its obligation to render payment for ST's Services are not contingent on the success of the PRT or any outcome. ST shall not be responsible for the success, non-success, results, or any outcome relating to its services or the PRT's services provided to Client.

7. LIMITATION OF LIABILITY

ALL PRODUCTS AND SERVICES PROVIDED BY ST TO CLIENT ARE AS-IS. COMPANY MAKES NO EXPRESS OR IMPLIED WARRANTIES, CONDITIONS, OR REPRESENTATIONS TO CLIENT WITH RESPECT TO THE SERVICES PROVIDED BY THE PRT TO CLIENT, WHETHER ORAL, WRITTEN, EXPRESS, IMPLIED, OR OTHERWISE, INCLUDING IMPLIED WARRANTIES OF

MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR OTHERWISE. THERE IS NO WARRANTY AGAINST INTERFERENCE WITH CLIENT'S ENJOYMENT OF THEIR SERVICES. COMPANY DOES NOT REPRESENT THAT ITS SERVICES TO CLIENT ARE WITHOUT DEFECT OR ERROR. IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL OR OTHER DAMAGES, INCLUDING THOSE FOR LOST REVENUE, LOST PROFITS, SAVINGS, OR OTHER ECONOMIC LOSS, FOR ANY BREACH OF THE AGREEMENT, AND DAMAGES CAUSED BY DELAY IN FURNISHING SERVICES TO CLIENT BY COMPANY, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES EXCEPT IN CASES OF GROSS NEGLIGENCE AND/OR WILLFULL MISCONDUCT BY ST. COMPANY'S LIABILITY TO CLIENT, WHETHER IN CONTRACT, TORT, OR OTHERWISE, REGARDLESS OF THE FORM OF THE ACTION, SHALL BE LIMITED TO THE AMOUNT OF CLIENT'S ACTUAL DAMAGES OR TWENTY THOUSAND DOLLARS (\$20,000), WHICHEVER IS LESS.

8. CONFIDENTIALITY

8.1 The parties shall not to use in any manner or disclose, distribute, publish, communicate or in any way cause to be used, disclosed, distributed, published, or communicated in any way or at any time any Confidential Information (as defined below) of each other. "Confidential Information" includes any written or unwritten information which relates to and/or is used by either party or its subsidiaries, affiliates or divisions, including, without limitation (i) the names, addresses, other special information regarding past, present and potential customers, employees, service providers, vendors, or contacts of the party, (ii) client contracts, activities, and transactions, (iii) business, advertiser, contractor, marketing, operational, vendor, distribution, retail, customer, client, or other types of relationships possessed by or in development, (iv) all agreements, files, books, logs, charts, records, studies, reports, processes, and schedules (v) data, figures, projections, estimates, client lists, manuals, procedure manuals or handbooks, (vi) vendor information, tax records, personnel histories and records, sales information, and property information, (vii) information regarding the present or future phases of business, (viii) ideas, inventions, trademarks, business information, know-how, processes, techniques, improvements, designs, redesigns, creations, discoveries, trade secrets, and developments, (ix) all business processes developed; and (x) finances and financial information. Confidential Information will not include information that (1) became or becomes a matter of public knowledge through sources independent of the acquiring party or (2) has been or is required or specifically permitted to be disclosed by law or governmental order or regulation. If there is any reasonable doubt whether an item is public knowledge, not to regard the item as public knowledge until and unless the disclosing party confirms to the receiving party that the information is public knowledge.

9. INDEMNITY

9.1 Client shall defend, indemnify and hold the ST and its agents, representatives, contractors, employees, assigns, licensees, successors, insurers, parents, members, managers, directors, officers, shareholders, affiliates, and all other related parties free and harmless from and against any and all claims, losses, expenses, liabilities, investigations, and/or proceedings (including, without limitation, reasonable attorneys' fees and costs, and expert witness fees) ("Claims") including those raised by PRTs, caused by, arising out of, resulting from, or relating to Client's: a)

violation of any state, federal, municipal, or common law right of the PRT, including but not limited to those involving the alleged or actual violation of any labor or employment laws; b) noncompliance with any state, federal, municipal, or common law statutes, ordinances, laws, or other rules; c) Client's breach of the terms of this Agreement, or d) Client's negligence, willful misconduct, and/or wrongful acts. Nothing herein shall require Client to defend, indemnify, or hold ST harmless for ST's own acts, omissions, negligence, and/or malfeasance.

9.2 Client agrees and acknowledges that Company shall neither have nor exercise any control or direction over the methods by which the PRT provide services to Client or the PRT's duties, work, functions, or other activities. Client waives, releases, and discharges Company from all Claims (including cross-claims and counterclaims) that may have accrued from the inception of the parties' relationship and including all prospective and unknown claims, including claims against Company as a joint employer, claims asserting negligence or failure to warn, claims asserting errors or omissions by Company, and including specifically Claims by PRT and/or Client asserting misclassification, overtime, missed meal/rest breaks, minimum wage, noncompliance with local employment or local labor laws, and any claims for associated penalties, statutory penalties, attorneys' fees, interest, and otherwise, whether pursuant to any individual action, administrative/regulatory action, or other proceeding relating to, in connection with, or arising out of the PRT and/or the PRT services to Client.

10 GENERAL

- 10.1 Notices: Any notice given pursuant to this Agreement shall be in writing and shall be deemed received 5 working days after posting by mail, registered or certified, return receipt requested, or sent by over-night courier (including but not limited to FedEx, UPS, etc.) next business day delivery, with a signed acceptance receipt, or via facsimile electronic transfer with confirmation/receipt and original of said writing shall be deposited in first class mail.
- 10.1.2 Client shall conduct regular performance reviews of the subject PRT and shall duly notify ST of each PRT's progress, bearing in mind that each country of jurisdiction may have varying notice period requirements on employment termination. As such, Client shall ensure that ST is duly informed at all times of any brewing performance issues, and that Client should be willing to work together with ST to arrive at reasonable solutions to such issues.
- 10.2 Force Majeure: The parties may be excused from any of their obligations in this Agreement by reason of force majeure, such as acts of God, fire, earthquake, labor strike, pandemic, act of government or any order, regulation, ruling, or labor union action, or if the parties are materially hampered in their obligations under the Agreement, or if its normal business operations become commercially impractical via labor disagreements, fire, catastrophe, shortage of materials or any other natural or non-natural cause beyond the parties' control. Notwithstanding anything to this Agreement to the contrary.
- 10.3 Severability: If any clause, sentence, paragraph or part of the Agreement is deemed invalid, such invalidity shall be limited to clause, sentence, paragraph or part thereof directly involved and no other.
- 10.4 Waiver: The waiver of any term, condition, or provision of this Agreement by ST or Client must be in writing. No such waiver shall be construed as a waiver of any other term, condition, or provision

except as provided in writing, nor as a waiver of any subsequent breach of the same term, condition, or provision.

- 10.5 Governing Law and Jurisdiction: This Agreement and the rights of the parties hereunder shall be governed by and construed in accordance with the laws of the State of California, and exclusive jurisdiction shall be in, the state or federal courts of the State of California, County of Los Angeles. Client and ST submit to the personal jurisdiction of the state and federal courts of the State of California, County of Los Angeles and waive all rights to assert lack of jurisdiction, forum non-conveniens, improper venue, or any other jurisdiction or venue related defense or objection.
- 10.6 Entire Agreement: This Agreement comprises the entire understanding between the Parties and supersedes any previous communications, representations, or agreements, whether oral or written. No modification of this Agreement shall be valid or binding on either Party unless in writing and signed by an authorized representative of each Party.
- 10.7 Right to Legal Representation. Client has read this Agreement and understands that this is an important legal document. Client affirms that he/she/they have been advised of the right to seek independent legal counsel in connection with the negotiation and execution of this Agreement and that they have either retained and have been represented by such legal counsel or have knowingly and voluntarily waived their rights to such legal counsel and desires to enter into this Agreement without the benefit of independent legal representation.

The undersigned have read, understood, and agreed to the terms and conditions herein, including any attachments hereto.

	Satellite Teams Authorized Signatory	Client Authorized Signatory
Name		
Title		
Signature		
Date		