



Statement of Work

Pursuant to the terms of the Engagement Agreement dated **May 10, 2023** (the “**Agreement** ”), by and between **SATELLITE TEAMS LLC** (“**ST**”), and **THEODORE INC** (“**Client**”), Client shall engage the following PRTs at the rates and conditions set forth below. The initial term of this SOW shall be one year and automatically renew unless terminated by either party with ninety (90) days notice. Any termination of this SOW will result in termination of the PRT.

- 1) **Services:**
 - a) Screening, recruitment, and hiring of the below PRT on the Client’s behalf
 - b) providing employment, payment, benefits, and payment of taxes related to the employment of such PRT,
 - c) providing the Client with information related to compliance with local employment laws
- 2) **PRT Name:** Odette Johnson
- 3) **PRT Position and Job Description:** Attorney/Lawyer
- 4) **Start Date:** January 1, 1970
- 5) **PRT Single Rate:**
 - a) Recruitment Fee (Section 3.2 of the MSA): \$2222.00
 - b) Monthly Rate: \$2222.00
- 6) **PRT Hours:** PRT will work for up to 40 hours per week. PRT shall provide the Client Contact with as much notice as possible and shall obtain written email pre-approval before exceeding 40 hours in the week.
- 7) **PRT Overtime Rate :** if the Client requests or approves in writing that PRT shall complete more than 8 hours of work in any given work day, the excess hours shall be compensated at a rate under the following calculation:
$$\text{ST Single Rate of } \$2222.00 / 160 \text{ hours in a month} = \$13.89$$
$$\$13.89 \times \text{No. of hours in excess of 8 hours per day}$$

The hours worked by the PRT will be monitored by ST using a timekeeping software. Only overtime work which is accordingly approved and endorsed by the Client shall be considered and will be paid as such.
- 8) **PRT Equipment:** ST shall offer the Client the ability to purchase special equipment for PRT, with an email agreement on the equipment, pricing, and other terms being sufficient. Any amounts paid by ST for such equipment will be reimbursed by the Client.



9) **Add-on Services** : The client may purchase the recurring Add-on Services, concerning the Hired PRTs under this SOW by written agreement between ST and Client. Upon purchase, such Add-on Services are incorporated into and form a part of this Agreement.

BASIC \$99/mo

Inclusions:

Productivity Software
(Time Doctor)

US Phone Number

WIFI Backup (9GB)

PRO \$199/mo

Inclusions:

Productivity Software
(Time Doctor)

US Phone Number

WIFI Backup (9GB)

Battery Backup (3-4
hours charging)

Remote Technical
Support

VPN Service

ENTERPRISE \$299/mo

Inclusions:

Productivity Software
(Time Doctor)

US Phone Number

WIFI Backup (15GB)

Battery Backup (7-8
hours charging)

Remote Technical
Support

VPN Service

Configured Laptop Lease

Backup Office Availability

10) **Billing**: Payments are on an auto debit basis using ACH transfer or credit card payment. All credit card payments will be assessed with a transaction fee of 3% (4% for Amex). Client will provide authorization by filling out the ACH form (Exhibit A).

Invoices will be sent out on the 15th of each month for your review and assessment. If the 15th falls on a non-banking day, the invoice will be sent on the banking day preceding the 15th of that month. Should there be issues with your billing statement, please notify Satellite Teams no later than the 3 banking days from when the invoice was sent. A new invoice will be reissued for final processing. All auto debit payments will be processed 5 banking days from when the original invoice was sent.

PRT Wage and Hour Requirements:

- i) Client shall permit PRT to take requested meal and rest breaks
- ii) Client must provide an unpaid rest period of not less than 24 consecutive hours every six days.
- b) **PRT Disciplinary Rules**: All incidents must be communicated to ST within 48 hours from the date of the occurrence. The proper due process will be observed (Exhibit B).
- c) **Performance Feedback Process**: For performance related concerns, the Performance Feedback Loop Loop Questionnaire (Exhibit C) must be filled out, outlining the details of the performance

concern. The Client will give the PRT at least 30 days to remediate performance, supported with a documented performance improvement plan

- d) **Client Holiday Schedule:** The PRT will follow the holidays that the Client observes. The Client will not require the PRT to work during any of these holidays. If the PRT shall be instructed otherwise, such holiday work shall be entitled to the same Overtime Rate as calculated in provision 7.

New Year's Day: January 1

Memorial Day: Last Monday in May

Independence Day: July 4

Labor Day: 1st Monday in September


Thanksgiving Day: 4th Thursday in November

Christmas Day: December 25

- e) **Vacation Leaves:** The client will need to approve any vacation days that the PRT Scheduled vacation days need to be requested by the PRT at least a week before the first vacation day

13) Termination of SOW (Section 3.4 of MSA): Client may terminate this SOW within 90 days written notice, unless such termination relates to an act considered as serious misconduct under both Client's and ST's disciplinary policies, in which case, such termination shall be effective immediately.

The undersigned have read, understood, and agreed to the terms and conditions herein, including any attachments hereto. Signing this Agreement warrants that he or she is duly authorized to do so and bind the respective party.

Name	Matthew Theodore
Title	Mr.
Signature	 Matthew Theodore May 22, 2023
Date	May 22, 2023



Recurring Payment Authorization Form

Schedule your payment to be automatically deducted from your bank account or charged to your credit card. Just complete and sign this form to get started.

How Recurring Payments Work:

You authorize regularly scheduled charges to your checking/savings account or credit card. You will be charged the amount indicated below each billing period. A receipt for each payment will be emailed to you and the charge will appear on your bank statement as an "ACH Debit."

Invoices will be sent out on the 15th of each month for your review and assessment. If the 15th falls on a non-banking day, the invoice will be sent on the banking day preceding the 15th of the month. Should there be issues with your billing statement, please notify Satellite Teams no later than the 3 banking days from when the invoice was sent. A new invoice will be reissued for final processing. All auto debit payments will be processed 5 banking days from when the original invoice was sent.

Please complete the information below:

I _____ authorize Satellite Teams LLC to charge my credit card or
(full name)

account, indicated below for <insert \$> on the _____ of each <insert frequency> for payment of
(day or date)

Billing Address _____

Phone# _____

City, State, Zip _____

Email _____

Checking/ Savings Account

Checking Savings

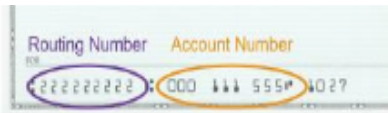
Name on Acct _____

Bank Name _____

Account Number _____

Bank Routing # _____

Bank City/State _____



Credit Card

Visa MasterCard

Amex Discover

Cardholder Name _____

Account Number _____

Exp. Date _____

SIGNATURE _____

DATE _____

I understand that this authorization will remain in effect until I cancel it in writing, and I agree to notify <business name> in writing of any changes in my account information or termination of this authorization at least 15 days prior to the next billing date. For ACH debits to my checking/savings account, I understand that because these are electronic transactions, these funds may be withdrawn from my account as soon as the above noted periodic transaction dates. In the case of an ACH Transaction being rejected for Non Sufficient Funds (NSF) I understand that <business name> may at its discretion attempt to process the charge again within 5 days, and agree to an additional <insert \$> charge for each attempt returned NSF which will be initiated as a separate transaction from the authorized recurring payment. I acknowledge that the origination of ACH transactions to my account must comply with the provisions of U.S. law. I certify that I am an authorized user of this credit card/bank account and will not dispute these scheduled transactions with my bank or credit card company; so long as the transactions correspond to the terms indicated in this authorization form.

EXHIBIT B

DISCIPLINARY ACTION POLICY



Maintaining service integrity is a vital part of the day-to-day business. The behavior of each employee reflects and impacts the success of the organization. Satellite Team's Disciplinary Action Policy facilitates effective & consistent dealings with issues in a fair and just manner.

Progressive Disciplinary Steps

In appropriate circumstances, the company may pursue the following steps for disciplinary action. If an employee fails to respond to dialogues or informal counseling, the following action would provide the framework for disciplinary measures.

1st occurrence - Initial Written Warning

2nd occurrence - 2nd Written Warning

3rd occurrence - 3rd and Final Written Warning

4th occurrence - Recommendation for Dismissal

Time Frame to Initiate Disciplinary Action Process

The disciplinary action process must be initiated within 48 hours from the date of receipt of an incident report or the Performance Feedback Loop Questionnaire stating the acts or omissions in violation of the Rules.

Notice to Explain (NTE) for all transgressions from Initial Written Warning to Recommendation for Dismissal should provide the employee a maximum of five (5) days to respond

Prescriptive Period

A prescriptive period of six (6) months shall apply to all stages of warnings. All sanctions will refresh after a period of six (6) months based on the date of the last disciplinary action occurrence.

EXHIBIT C

PERFORMANCE FEEDBACK LOOP QUESTIONNAIRE



This short questionnaire was designed to facilitate a feedback loop on how the employee has performed upon engagement.

Company: _____

Name of Evaluator: _____

Position: _____

Name of employee to be evaluated: _____

Position: _____

Start date: _____

Employee's Tenure

- Less than one month
- One month
- Two months
- Three months
- Four months

1. Are you satisfied with the employee's demonstrated skills, strengths, behavior and outcomes in relation to the targets agreed upon at the beginning of his/ her engagement in the organization?

- Yes
- No. Please give specifics (i.e. targets set vs. targets achieved)

2. If your answer is NO in Question # 1, what steps are you undertaking to improve employee's performance?

3. Recommended action

- No Change to Employee's Status
- Commendation
- Performance Improvement Plan
- Initiate Due Process for Disciplinary Action (up to Termination)

If option chosen is Initiate Due Process for Disciplinary Action, please fill out the formal PERFORMANCE MANAGEMENT REVIEW FORM so that we can immediately initiate due process.

4. Would you have a need or requirement for additional talent/staff?

- Yes, connect me with my Account Relationship Manager
- No, we currently have no requirement