



**Satellite Teams Master Service Agreement (MSA)**

This Engagement Agreement (the “**Agreement**”) made this \_\_\_\_\_ 2023, (“**Effective Date**”), by and between **SATELLITE TEAMS, INC (“ST”)**, a corporation duly organized and existing under the laws of Delaware, USA, having its principal place of business at 2355 Westwood Blvd Unit #1561, Los Angeles, CA 90064.

And;

\_\_\_\_\_, on behalf of itself and its affiliates and its subsidiaries (“**Client**”), a \_\_\_\_\_ duly organized and existing under the laws of \_\_\_\_\_ having its principal place of business at \_\_\_\_\_.

The above named shall be referred to herein individually as a “**Party**”, and collectively, as “**Parties.**”

**WITNESSETH:**

**WHEREAS**, ST is in the business of providing, sourcing, and screening, potential hires under a permanent short- or long-term contract, project work, out-tasking, and outsourcing agreement:

**WHEREAS**, Client requires assistance in identifying, screening, and hiring candidates for a variety of roles and wishes to engage the services of ST for the purpose; and

**WHEREAS**, ST desires and agrees to deliver its services to the Client

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

**GENERAL TERMS AND CONDITIONS**

1. **DEFINITIONS OF COMMON TERMS.** For the purpose of this Agreement, the following terms shall have the following meanings.

a **“Hired PRT”** means a PRT that has been hired by ST to provide PRT Services at the Client’s request and on the Client’s behalf pursuant to an SOW.

b **“PRT”** means a vetted professional talent individual that works remotely.

c **“PRT Services”** means the role, job description, and/or services described in an SOW to be performed by the PRT hired pursuant to such SOW.

d **“Recruitment Fee”** means the amount of 1 month of the ST Single Rate for the position for each Hired PRTs pursuant to the applicable SOW, unless otherwise stated in the SOW will equal.

e **“Service(s)”** means the services set forth in an SOW to be performed for Client by ST, which may include, by way of example only screening, recruitment, and hiring of PRTs on Client’s behalf, legal employment, payroll management, benefits management, local compliance, and taxation with respect to Hired PRTs.



f “**SOW**” means a mutually executed order or statement of work, referencing this Agreement and setting out the Services to be performed by ST and/or a Hired PRT for Client and the fees to be paid by Client, therefore.

g “**ST Single Rate**” means the monthly fixed ST Fee set forth in the applicable SOW but does not include any other fees listed in the applicable SOW or fees or any Add-on Services, that are included in, or may later be added to the applicable SOW.

## **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.

2.2 Hiring of PRTs. During the term of this Agreement, upon Client’s request, ST shall identify and introduce potential PRTs to Client to provide services to Client on a full-time basis. The Client and ST will enter one or more SOWs for any PRTs to be hired and any job, role, or services for which ST will hire a PRT on behalf of and at Client’s request. In the event that Client wishes for ST to hire a PRT on Client’s behalf pursuant to an SOW, Client will notify ST and ST will provide the PRT with an offer for employment to perform such services; provided that ST reserves the right to refuse to hire any PRT in the event that the parties are not able to agree on the terms of an SOW for the applicable PRT Services or ST reasonably believes that the interviewing or decision to hire the PRT was, or the employment of the PRT by ST would be, in violation of applicable laws or public policy. The PRT Services will only commence upon the PRT’s acceptance of an offer of employment from ST for the PRT Services and ST’s receipt of any Recruitment Fees payable in connection with the hiring of the PRT.

2.3 Supervision of PRT. The supervision of Hired PRTs and PRT Services is solely the Client’s responsibility. The client agrees and acknowledges that ST shall neither have nor exercise any control or direction over the methods by which a PRT provides PRT Services or the PRT’s duties, work, function, or other activities. In supervising Hired PRTs, the Client will adhere to the Client requirements set forth in the applicable SOW. The supervision of PRT Services shall include the sole authority of the Client to determine the means and methods by which the Hired PRT is to deliver the PRT Services and the Client’s method of appraising the work performance of each Hired PRT; provided that Hired PRTs are only authorized to perform work within the scope of the PRT Services as identified under the applicable SOW.

2.4 Employment of PRT. As the employer of Hired PRTs, ST shall be responsible for remitting payment of wages to Hired PRTs and providing all employee benefits, disability benefits, health insurance, worker’s compensation, auto insurance, or other employee fringe benefits to Hired PRTs.

2.5 Replacement PRT Policy. In the event a Hired PRT is terminated at the Client’s request within 60 days of the initial start date of the Hired PRT’s employment, ST will, at the Client’s reasonable request, use commercially reasonable efforts to identify and offer to the Client a replacement PRT without requiring payment of an additional Recruitment Fee. ST’s obligations under this Section shall not apply in the event of PRT termination or resignation due to change in compensation or other benefits of employment, unlawful conduct of the Client, sexual harassment of the PRT, or other illegal conditions or events.

2.6 Responsibility. The client is solely responsible for complying, at its own expense, with all applicable safety, anti-discrimination, health, and work environment laws, regulations, ordinances, directives, and rules imposed by controlling federal, state, and local governments relating to Hired PRTs other than those related to employment and payment of the PRT, including ensuring that Hired PRTs are provided with applicable meal/rest breaks, overtime, holidays, and medical leave. It is understood that the Client is responsible for implementing and maintaining usual, customary, and appropriate internal procedures and



controls, internal controls, and other appropriate procedures and controls (including information technology, proprietary information, creative designs, and trade secret safeguards) in connection with the PRT. Although ST can provide guidance to the Client concerning the implementation of such policies, ST shall not be responsible for any losses, liabilities, or claims arising from the lack of such controls or procedures.

2.7 Compliance with Policies and Laws. The client will comply with all applicable laws with respect to its relationship with the Hired PRTs and provide Hired PRTs with at least those breaks, notices, disclosures, conditions, and conditions as are required to be provided to employees under applicable law. The client will not take any actions with respect to interviewing PRTs or make any decisions regarding which PRTs it directs ST to hire that is illegal or against public policy or would be illegal or against public policy if the Client were the one hiring a PRT. Client agrees to comply with policies and instructions provided by ST that are designed to support Client's compliance with local regulatory and labor laws applicable to the engagement of the Hired PRT. Client will provide all Hired PRTs with and will not prevent or attempt to prevent any Hired PRTs from taking all applicable meal and rest breaks, overtime, holidays, and medical leave that is legally required or that ST reasonably determines should be provided to such Hired PRTs.

### **3. TERM AND TERMINATION**

3.1 This Agreement shall be effective for an initial term of 1 year (the "**Initial Term**") or until terminated by mutual agreement in writing or pursuant to 3.3 below, whichever period is longer.

3.2 At the end of the Initial Term, this Agreement shall be automatically extended for additional periods of 1 year unless terminated by mutual agreement of the parties.

3.3 Either party may terminate this Agreement upon 90 days' notice in writing to the other party.

3.4 The Client may terminate any part of the SOW with respect to a particular PRT, with 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.

3.5 Upon termination of this Agreement, the terms and conditions contained herein shall continue to apply to all SOWs in effect at the time of termination.

3.6 Client will promptly reimburse ST for any amounts that are required to be paid in accordance with the applicable law in the domestic jurisdiction. Such reimbursement shall be paid within 30 days from Client's receipt of an invoice.

3.7 Notwithstanding anything to the contrary herein, Sections 3.6, 4, 5, 6 (solely with respect to amounts accruing prior to termination), 8, 9, and 10 will survive 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 Hired PRTs to the Client and ST hereby assigns to Client all right, title, and interest, including all intellectual property rights, in and to such work and work product to Client. 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 term of this Agreement and for two (2) years thereafter, Client will not: (i) recruit, solicit, or otherwise induce any of the Hired PRTs, PRTs introduced to Client or the employees or contractors of ST that Client met as a result of this engagement to enter into employment, advising, contracting, consulting, services, or other types of relationship with Client or otherwise hire any such individuals, whether directly or indirectly, other than through ST; or (ii) solicit from any PRT introduced to by Client by ST any referral for any employee, contractor, consultant, advisor, or service provider for the purpose of engaging such individual in such capacity other than through ST. If Client breaches this Section 5.1, Client shall, on demand, pay to ST a sum equal to the greater of: (a) thirty-six (36) months of ST's Single Rate fee; and (b) three (3) years' salary or fees to be paid by Client to such individual.

## **6. PAYMENT**

6.1 ST Single Rate and Other Recurring Fees. The client will pay the ST Single Rate if any, set forth on the applicable SOW as well as any other recurring fees for recurring Services, including, without limitation, fees for Add-on Services, set forth on the applicable SOW (the "**Other Recurring Fees**" and together with the ST Single Rate, the "**Recurring Fees**") on a monthly basis. Upon a PRT's acceptance of an offer of employment from ST for the PRT Services, the Client will pay ST the Recurring Fees pro-rated for the then-current calendar month as well as the Recurring Fees for the subsequent calendar month. Thereafter, the Recurring Fees for each calendar month will be invoiced on or prior to the 15<sup>th</sup> of the immediately preceding month due and payable on the 20<sup>th</sup> day of the immediately preceding calendar month.

6.2 Recruitment Fee. The client will pay ST the Recruitment Fee, if any, set forth on the applicable SOW. Recruitment Fees shall be deemed earned by ST when ST submits an offer for employment to the applicable PRT in any capacity at the request of the Client and the PRT accepts such offer. Payment of Recruitment Fees is due and payable to ST upon the acceptance of such employment offer to the applicable PRT.

6.3 Statutory Leave Benefits– The Client acknowledges, understands, and agrees that the payment for the PRT's statutory leave benefits has already been included in the monthly fees being charged by ST for its services. Accordingly, ST reserves the right to continue billing the Client for the monthly recurring fees or additional recurring fees, whichever may be applicable in a given circumstance, if the PRT goes on an authorized leave of absence from work which he or she is entitled to locally avail based on statutory leave benefits. These benefits which the PRT may lawfully enjoy, in accordance with the prevailing municipal laws and other social legislations, shall include, but not be limited to: Service Incentive Leave, Maternity Leave, Paternity Leave; Parental Leave for Solo Parents; Leave for Victims of Violence against Women and their Children; and Special Leave Benefits for Women due to Surgery Caused by Gynecological Orders among others. Here, the Client is duty-bound to report to ST the fact of PRT's authorized leave of absence and to furnish any relevant document appurtenant thereto in support of such approved application for leave of absence. ST, for its part, after processing the documents submitted, shall issue any corresponding invoice to the Client for purposes of payment at a given time agreed upon by both parties.

6.4 Other Fees. Any fees other than those contemplated herein will be due and payable in accordance with the SOW or as otherwise agreed between the parties.

6.5 Payment Method. Promptly upon execution of this Agreement, Client will provide ST with its ACH account or credit card information (collected in the SOW), and Client will keep information pertaining to such Payment Method current, complete, and up to date always. The client agrees that ST or its third-party payment service provider may charge the Client's Payment Method for all amounts owing hereunder. The



client shall undertake all required actions, execute any required documents, instruments, or agreements, or otherwise do any other thing required or requested by ST to effectuate the foregoing authorization. Payments made by the Client hereunder must be made either by ACH transfer or by credit card. Any payments made by credit card include a 3% (4% for Amex) administrative fee to be remitted at the time of the applicable payment.

6.6 Expenses. All pre-approved expenses incurred by ST on behalf of the Client will be reimbursed to ST in a timely manner, within 7 days of presenting the expense report. ST will not incur any expense on behalf of the Client without the Client's prior written consent. In the event the PRT Services require travel of the Hired PRT to the Client's offices, a travel request will have to be approved by ST and Client.

6.7 Deposit. The client will provide ST with such amounts as ST may request at the inception of this Agreement prior to the commencement of Services as a deposit against amounts payable by the Client hereunder. Further, in the event that Client fails to timely pay amounts owing hereunder multiple times, Client will, upon ST's request, provide a deposit ST to cover future ST Single Rate fees in the amount requested by ST. ST shall maintain deposits made by Client as fungible funds in a non-segregated non-trust account, for which Client shall not be entitled to any interest, and returned to Client at the termination of services and/or in lieu of the final bill, net of outstanding invoices or other expenses/charges owed by Client. Such deposit, if any, shall be chargeable for all amounts unpaid by Client hereunder, including expenses under Section 6.5.

6.8 Disputes / Nonpayment / Collection / Attorneys' Fees / Interest. Client must notify ST of any dispute with respect to any invoice provided by ST hereunder within three (3) calendar days after the date on which such invoice is provided or such invoice is automatically deemed accepted. In the event Client fails to make timely pay for Services or PRT Services, ST shall be entitled to its full attorneys' fees and costs incurred in recovering any such fees. All unpaid amounts will be subject to interest from the date the unpaid Services were first provided to the Client through the date of actual payment thereupon, compounded monthly, at a rate of the lesser of 1.5% percent per annum and the greatest amount permitted under applicable law.

6.9 Interruption of Services; Cancellation of Recurring Services. The client understands and acknowledges its operations, business, and other needs may be materially, consequentially, or significantly hampered, impaired, impeded, or otherwise adversely affected if the Client fails to remit payment to ST on time for Services or PRT Services rendered. ST reserves the right to interrupt, pause, delay, or otherwise halt Services or PRT Services to the Client due to non-payment of invoices for services rendered. Should a credit card charge hereunder fail for whatever reason, the Client must provide alternate payment information to replace the credit card on file within 24 hours, without the need of demand. Without limiting any of ST's rights or remedies hereunder, if the client fails to provide such alternate payment information within such period or the Client otherwise fails to pay any Recurring Fees, ST may terminate all unpaid Services, effective as of the end of the then-current month, and Client will pay ST a penalty equivalent to the aggregate amount of three months' Recurring Fees.

6.10 Increases in Rate Schedule. ST reserves the right to modify, adjust, or otherwise alter the rates or fees on a go-forward basis and / or to increase the ST Single Rate in each SOW owing to the fluctuation in the foreign currency exchange market. The client understands, agrees, and acknowledges that the pricing for Services and PRT Services depends on the exchange rates for currencies applicable to the local PRT. Therefore, all rates in this Agreement, including the ST Single Rate, shall be subject to increase and/or modification for reasons relating to changes in the foreign currency exchange rates. Further the ST Single Rate will be increased by 1.5% every six (6) months as part of cost-of-living adjustment.

6.11 No Guarantees. The client agrees, acknowledges, and understands that its obligation to render payment for ST's Services is not contingent on the success of the PRT, PRT Services, or any outcome. The client acknowledges, understands, and agrees, that the identification of a PRT constitutes a recommendation and suggestion only and that the ultimate success of a PRT's position with the Client is the responsibility of the Client and outside of the control of ST. 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 the Client.

## **7. DISCLAIMERS AND LIMITATION OF LIABILITY**

7.1 ALL PRODUCTS AND SERVICES PROVIDED BY ST TO THE CLIENT AND THE PRT SERVICES ARE AS-IS, WITHOUT ANY WARRANTIES WHATSOEVER. THE COMPANY MAKES NO EXPRESS OR IMPLIED WARRANTIES, CONDITIONS, OR REPRESENTATIONS TO THE CLIENT WITH RESPECT TO THE SERVICES

PROVIDED BY THE COMPANY TO THE CLIENT OR THE SERVICES TO BE PROVIDED BY ANY PRT TO THE 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 THE CLIENT'S ENJOYMENT OF THE SERVICES OR THE PRT SERVICES. THE COMPANY DOES NOT REPRESENT THAT ITS SERVICES TO CLIENTS OR THAT THE PRT SERVICES ARE WITHOUT DEFECT OR ERROR.

7.2 EXCEPT FOR BREACHES OF SECTION 2.6, 2.7 OR 5, CLIENT'S INDEMNIFICATION OBLIGATIONS HEREUNDER, IN NO EVENT, SHALL EITHER PARTY 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 THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NEITHER PARTY'S LIABILITY, WHETHER IN CONTRACT, TORT OR OTHERWISE, REGARDLESS OF THE FORM OF THE ACTION, SHALL NOT EXCEED THE TOTAL AMOUNT OF FEES PAID BY CLIENT TO COMPANY FOR SERVICES DURING THE PRIOR TWELVE (12) MONTHS.

## **8. CONFIDENTIALITY**

8.1 Neither party will use in any manner except to exercise its rights and perform its obligations hereunder or disclose, distribute, publish, communicate (other than disclosures of Client's Confidential Information to Hired PRTs to enable them to perform PRT Services) 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 the other party. "**Confidential Information**" means any written or unwritten information which relates to and/or is used by either party or its subsidiaries, affiliates or divisions and should reasonably be considered confidential based on the nature of the information or the circumstances surrounding its disclosure, which may include, 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, notwithstanding a party has given the other party prior notice of such legally compelled disclosure and a reasonable opportunity to seek a protective order or other confidential treatment for such Confidential information (if permitted by applicable law). Notwithstanding anything to the contrary herein, ST may freely use and exploit any suggestions, requests, and feedback provided by or on behalf of the Client regarding ST's business, products, or services.

#### **9. MUTUAL INDEMNIFICATION**

9.1 Each party shall defend, indemnify and hold the other party 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**") arising out of, resulting from: (a) its breach of Sections 2.6 and 2.7 of this Agreement; (b) except with respect to Claims for which the other party has an obligation to indemnify under the preceding (a), 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; (c) noncompliance with any state, federal, municipal, or common law statutes, ordinances, laws, or other rules; or (d) negligence, willful misconduct, and/or wrongful acts. Nothing herein shall require either party to defend, indemnify, or hold the other party harmless for the other party's own acts, omissions, negligence, and/or malfeasance.

9.2 Both parties hereby waive, release and discharge one another from all Claims (including cross-claims and counterclaims) related to the performance of a PRT that may have accrued from the inception of the parties' relationship and including all prospective and unknown claims including claims asserting negligence or failure to warn 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 a PRT and/or the PRT Services.

#### **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 overnight 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. Notices to Client shall include a required email copy to \_\_\_\_\_ . For the avoidance of doubt, notices sent by electronic means to the designated email address under the preceding paragraph shall be deemed sufficient notice.

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 the 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, and exclusive jurisdiction shall be in, the state or federal courts of the State of Delaware. The parties hereby consent and submit to the personal jurisdiction and venue of the state and federal courts of the State of Delaware and waive all rights to assert lack of jurisdiction, forum non-convenience, improper venue, or any other jurisdiction or venue-related defense or objection.

10.6 Entire Agreement: This Agreement, including all SOWs hereunder, which are hereby incorporated into and form a part of 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. The client has read this Agreement and understands that this is an important legal document. The 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 with the benefit of independent legal representation.

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

	Client	Satellite Teams, Inc.
<b>Name</b>		
<b>Title</b>		
<b>Signature</b>		
<b>Date</b>		