

ASSOCIATE AGREEMENT

Right to be hired and stay hired as Associate

Understanding and agreeing with the terminology.

Prior to proceeding forward with this entire agreement, I read **ASSOCIATE AGREEMENT - Attachment A – Terminology and Definitions**, understood and now agree with the terminology and definitions that used and are specific to this agreement (“Agreement”). I understand and agree that the terms and definitions are as stated in the Attachment A and cannot be interpreted or claimed as ambiguous, misleading, “different somewhere else”, etc.

ASSOCIATE:

Full Name:
Signature:

In consideration and as an ultimate condition of my upcoming and maintaining **Association** with AWWCOR, INC., a corporation with its principal place of business located at 8 The Green, STE A, Dover, DE 19901, USA, all its subsidiaries, trade names and trademarks throughout the world ("Company", "the Company", etc.), I hereby agree as follows:

All Signatures Are Equal

Updates are automatically accepted unless rejected

No criminal Records

Nothing Hidden

No **'Faking'**, no **'Extracurricular Activities'**, etc. and **Always 'Negative' until 'Positive' confirmation**

Breach of Contract shall trigger **Termination for Cause**

Associate Specifics

ASSOCIATE AGREEMENT

Associate's Signature _____

Company Procedures

I, an Associate of the Company, understand, agree with and give permission to Company necessities: **Data Collection, Use of AI, Audit, Data archiving**, etc.

Best Efforts

I, an Associate of the Company, will abide by all policies and procedures of the Company; devote my best efforts to service with no **Extracurricular Activities** and perform to the best of my ability such duties as may be assigned to me.

'Single' Job

Unless timely, prior to my actual **Association**, and separately specified and confirmed by all parties I understand and agree that I would only have a single job (this **Association**) where I would do my **Best Efforts**. There would be no other freelancing, gigs, etc. permitted till and, only if, positively agreed by all parties: Company, **Customer** and Associate.

Transactional Business Matters with Customers

Upon assignment to provide any professional services, in any shape or form, I would refrain from discussing with/revealing to, etc. **Customer**, Customer Associates, Company associates not directly involved, etc. any **Transactional Business Matters** without a prior notice to the Company and a subsequent positive confirmation of the Company's permission.

Confidentiality

I will keep confidential and not disclose, communicate or divulge by any means or manner, any **Confidential Information** of the Company and Customers, its associates, employees, contractors, vendors, clients, etc. In the event of the termination of my Association for any reason, I will promptly deliver to the Company and Customers all materials, documents and data (including copies thereof) of any nature containing **Confidential Information** and I will not take such material, documents or data or reproduction thereof.

Non-Compete, Non-Solicitation, Non-Referring, Non-Substituting, etc.

From the moment this agreement is at 'good faith' implied or signed and, for the period, specified in **Relief period after the termination**, myself, my representatives, proxies, references, attorneys, etc., by any means or manner, directly or indirectly, **WILL NOT**:

- a) Solicit, Hire, Engage, Approach, Discuss, Induce, etc. any associate, employee or independent contractor, etc. of the Company or Customers to render services for **Competitors**.
- b) Solicit, Engage, Approach, Discuss, Induce, etc. to do business directly, bypassing Company, with any **Customer** or otherwise encourage such **Customer** to reduce the level or amount of business such Customer conducts with Company.
- c) Solicit, Engage, Approach, Discuss, Induce, etc. any associate, employee or independent contractor, etc. of the Company or **Customers** to modify or terminate their **Association**,

ASSOCIATE AGREEMENT

Associate's Signature _____

- Employment, etc. with the Company or **Customers** or to join another business organization, or hire such or to engage in any activity which implies **Competitors** to Company or **Customers**.
- d) Make any referrals, references, etc. to any other than potential Associates who intend to become Associates of the Company.
 - e) Make substitutions of my Association without prior notification to and positive confirmation in writing from the Company.
 - f) Violate rule **Always 'Negative' until 'Positive' confirmation**
 - g) Etc.

Privacy and Personal Data

I understand and agree that all personal or otherwise data, provided to Company, is necessary. Company does the best effort to collect data privately and securely and keep on the trusted clouds like Google, Microsoft, Amazon, etc. only for Company's internal use, by Company and Customer's Associates. Company would not purposely 'share with', 'sell to', 'transfer to', etc. third parties unless it is reasonably and legally required for **Audits**, law enforcement, etc.

Assignment and Place of Work

Company assigns and Associate accepts to either work for Company or **Customer** directly. **Customer**, that associate agreed to provide professional services to, would be stated in **ASSOCIATE AGREEMENT Attachment C- Assignment (Contract)** document. Associate, at all times, with some minor exceptions, specified in writing, shall work offsite, at the place of Associate own. Associate should have legal permission to reside at the place and be **Associated** with Company or Customer for the entire duration of Association.

Term

Associate shall provide professional services, pursuant to this Agreement, on ongoing basis, beginning on or about the start date and with agreed upon Associates' individual **Pay (Billable) Rate**, both specified in **ASSOCIATE AGREEMENT Attachment C- Assignment (Contract)** document and till **Termination**. Renewal in writing is optional and shall only be executed per individual requests.

Termination

This Association is **'at will'** for all parties and at any time whatsoever.

Billing Cycle

Billing Cycle could be any whereas the most commonly used is monthly.

Billable Hours Collection, Invoicing, Funds Collection

Company collects **billable hours** and subsequently invoices Customers at the end of every billing cycle on or about the last day. Whenever and wherever possible, Company's fund collection is as in **Invoice Payment Terms**. I understand and acknowledge that Company does all in its power to timely collect

ASSOCIATE AGREEMENT

Associate's Signature _____

funds and cannot be held accountable if any violations of **Invoice Payment Terms** happen, outside of Company's control and are caused, directly or indirectly, by Customer.

Payment

If Associate is assigned to Customer, it is always, without exceptions, by **'Get First, Pay Then'** principle. With the exception of some natural causes that might happen, but generally are not expected, like: bank is closed, sickness of personnel, business or vacation related temporary absences, natural disasters, etc., Company shall pay Associate within 10 business days from the point it collected the funds from such **Customer**.

Termination and Fees

I understand, acknowledge and fully endorse that under the terms of this agreement there is no whatsoever **Getting out of Contract** without full compliance with **Termination Fee Schedule**.

Work Product

All Inventions which I may make, conceive, discover, develop or create, either solely or jointly with any person or persons, at any time during the term of my association with the Company or Customers shall be the sole and exclusive property of the Company or Customers, and where applicable, all Inventions shall be considered "Work Made for Hire" under the U.S. Copyright Act, 17 U.S.C. §101 et seq. To the extent that any Inventions are not, by operation of the law, agreement or otherwise considered work made by employee for hire for the Company or Customers (or if ownership of all rights therein do not otherwise vest exclusively in Company or Customers), I hereby assign (and will, if necessary in the future confirm such assignment), without further consideration, to the Company or Customers all rights, title and interest to such Inventions, free of any and all claims, liens or reserved rights.

Return of Property

Upon request by the Company or Customers or immediately following the termination of my Association with the Company I agree to return to the Company and Customers all records, documents, data, and information in my possession or control. This includes the originals and all copies of the Company's or Customers' records, documents, "clouds", external hard drives, memory sticks, and other tangible items, business plans, software, templates, books, manuals, whether in paper, electronic, or other form. I agree to provide passwords relating to the Company or Customers accounts. I acknowledge and agree that all the above property and confidential information may be or have been stored or maintained on my "cloud", laptop, memory stick, cd's, cell phone and/or other personal applications but such information and/or property is and remains the exclusive property of the Company or Customers and I agree to return all such property and confidential information to the Company or Customers. In a situation where such property cannot be returned to the Company or Customers, I agree to delete or destroy such personal information and shall confirm by affirmation that all property has been returned and if not been able to be returned or transferred to Company or Customers, has been permanently deleted or destroyed and will not be used in any means or manner by me.

ASSOCIATE AGREEMENT

Associate's Signature _____

Social Media Profiles

I, an Associate of the Company, understand that I am expected to create, change, alter, etc. my **Social (Media) Profiles** to clearly and unambiguously depict my association with Company. In some rare individual cases, per agreements between parties, made in writing such expectation shall be omitted. In many cases **Social (Media) Profiles** are considered Company **Work Product** and must comply with **Return of Property** upon **Termination**.

Non-Disparagement

At all times, both during my Association and after termination I agree I will refrain from making any remarks disparaging the conduct or character of the Company, Customers or any of their parents, subsidiaries, directors, managers, officers, executives, employees, members, shareholders, affiliates, contractors, vendors, clients, etc.

Should I be terminated, on behalf of myself and anyone claiming through me, irrevocably and unconditionally a) I agree to release, acquit and forever discharge Company and Customers and/or its parent corporation, subsidiaries, divisions, predecessors, successors and assigns, as well as their past and present officers, directors, employees, shareholders, trustees, joint ventures, partners, and anyone claiming through them (collectively referred to as Releases), in their individual and/or corporate capacities, from any and all claims, liabilities, promises, actions, damages and the like, known or unknown, which I ever had against any of the Releases arising out of or relating to my association with Company and Customers and/or the termination of my association with Company. b) I agree that I shall not bring any legal action against any of the Releases for any claim would be waived and released under this Agreement and that I represent and warrant that no such claim would be or has been filed to date. I further agree that should I bring any type of administrative or legal action arising out of claims waived under this Agreement, I will bear all legal fees and costs, including those of the Releases but never less \$100,000 (One hundred thousand USD) c) I agree that I shall not bring public speeches, casual opinions, social and/or other media, gossiping, 'bad' mouthing, etc. action against any of the Releases that can directly or indirectly cause a damage to public view, public image, personal and business reputation, business stance, business relationship, personal and interpersonal relationship, etc. For any occurrence waived and released under this Agreement I represent and warrant that no such occurrence has happened to date. I further agree that should I bring any type of action mentioned in this paragraph and waived under this Agreement, I will be under **Financial Responsibility** per occurrence.

Acknowledgement

I acknowledge that the restrictions contained in this Agreement are reasonable and necessary to protect the legitimate interests of the Company, Customers and its affiliates, that the Company would not have get associated with me in the absence of such restrictions, and that any violation of any provision will result in irreparable injury to the Company which will not be adequately compensated by money

ASSOCIATE AGREEMENT

Associate's Signature _____

damages. I agree that the Company shall be entitled to preliminary and permanent injunctive relief, without the necessity of proving actual damages, as well as an equitable accounting of all earnings, profits and other benefits arising from any violation of this Agreement, which rights shall be cumulative and in addition to any other rights or remedies to which the Company may be entitled. I further agree to (i) fully indemnify the Company from any claims or damages resulting from my breach of this Agreement, and (ii) reimburse the Company for all reasonable attorney's fees and costs arising from the administration of the Agreement and/or enforcement by the Company of its rights under this Agreement. I further acknowledge and agree that no actual or alleged breach by the Company or Customers of any sort shall excuse compliance by me in full with the provisions of this Agreement.

Jurisdiction

I irrevocably and unconditionally (i) agree that any suit, action or other legal proceeding arising out of this Agreement, including without limitation, any action commenced by the Company for preliminary and permanent injunctive relief and other equitable relief, may be brought in the United States, Delaware Court of Common Pleas or, if such court does not have jurisdiction or will not accept jurisdiction, in any court anywhere in the world the Company finds appropriate (ii) consent to the non-exclusive jurisdiction of any such court in any such suit, action or proceeding, and (iii) waive any objection which I may have to the laying of venue of any such suit, action or proceeding in any such court. I also irrevocably and unconditionally consent to the service of any process, pleadings, notices or other papers in any manner permitted by a court of competent jurisdiction.

Survival

The provisions of this Agreement, where applicable, shall continue beyond the termination of my Association and shall be binding upon my assigns, executors, administrators and other legal representatives. The provisions of this Agreement are independent of and separable from one another, and no provision shall be affected or rendered invalid or unenforceable by virtue of the fact that for any reason any other or others of them may be invalid or unenforceable in whole or in part. If any portion of this Agreement is held to be unenforceable because of the area covered, or its duration or scope, I agree that the court making such determination shall have the power to reduce or limit the area, duration and/or scope, and the provision shall be enforceable in its reduced form. The waiver by the Company of a breach or a default of any provision of this Agreement by me shall not be construed as a waiver of any succeeding breach of the same or any other provision, nor shall any delay or omission on the part of the Company to exercise or avail itself of any right, power or privilege that it has, or may have hereunder, operate as a waiver of any right, power or privilege by the Company.

Modifications

This Agreement cannot be changed, modified, extended or terminated except upon written amendment executed by a duly authorized officer of the Company.

Complete Understanding

ASSOCIATE AGREEMENT

Associate's Signature _____

This Agreement sets for the complete understanding between me, an Associate, and the Company.

Remedies for Breach

Associate hereto acknowledges that any breach of the terms will result in irreparable injury to the Company that could not be compensated by monetary damages. In such event, Company shall be entitled, in addition to all other rights and remedies to have an injunction issued by any competent court anywhere in the world enjoining and restraining Associate therein from continuing such breach.

Financial Responsibility

I understood and agree that violations of any clauses of this Agreement is immediately a subject to **Financial Responsibility**

BY MY SIGNATURE BELOW I KNOWINGLY AND FREELY, AFTER DUE CONSIDERATION AND FULL UNDERSTANDING, HAVE ENTERED INTO THIS AGREEMENT, INTENDING TO BE LEGALLY BOUND TO ITS TERMS AND CONDITIONS.

ASSOCIATE:

Full Name: {First Name Last Name}
Signature:
Date of signing:
Legal Address: {Address line, City, Region, Country, Zip code}
Cell Phone Number: {Cell Phone No}
Email Address: {personal email address}
Skype ID: {Skype ID}
Other:

ASSOCIATE AGREEMENT

Associate's Signature _____

ASSOCIATE AGREEMENT

Attachment A – Terminology and Definitions

Etc.

If and when, anytime, anywhere, in any of the agreements and supplemental documents, there is a list, separated by comma (',') and finished with “, etc.”, it should always imply and read as ‘included, but not limited to:’ or “including, but not limited to:” or similar by meaning and nature.

Example: the phrase, like “myself, my representatives, references, etc.” should be read, interpreted and understood as “including, but not limited to: myself, my representatives, references, etc.”

All Signatures Are Equal

All Signatures Are Equal means that signing any Company documents, at any present time or in the future, on paper with ‘wet ink’, online, as a part of any electronic communication like email, DM, etc., click on the button at awwcor.com or other Company cloud, etc. are equally and entirely valid, legal and fully enforceable at any time by any party.

Updates are automatically accepted unless rejected

Updates, renewals, alterations, etc. of any Company documents don’t have to be personally delivered as long as any valid notification and explicit location is received. Acceptance and agreement is assumed automatically unless otherwise specifically delivered to the Company in any form of communication in the time frame allowed.

No criminal Records

a) Have never been convicted of any crime b) Have never been brought to any legal charges: criminal, administrative, disciplinary, etc. c) Not under any investigation, either directly or indirectly. Upon request and on a short notice agreement and readiness to provide to Company proves: a Certificate of Non-Conviction (or equivalent) against Associate name in the counties where such Associate is either a citizen or a permanent resident (or equivalent), etc.

Nothing Hidden

Nothing Hidden implies that no hidden agenda, information, conspiracy, etc. that once legally inquired and gathered could change the course of Agreement, Association, etc. partially or in its entirety.

‘Faking’

Prior, during and/or after the association, for any reason, any misrepresentation, distortion, exaggeration, fabrication, falsification, misstatement, etc.: replace yourself with another party or parties for an interview/position/compensation, use ‘your team’ to work on your or others behalf, use of bots/crawlers, any ‘further’ outsourcing/outstaffing, etc. is considered ‘faking’ or ‘fake’.

'Extracurricular Activities'

Extracurricular Activities is reasonably everything outside of Associate's current specific job description for Company or Customer, especially in the areas of Company current or future, direct or indirect business interests: compete/competing, solicitation, referring, substituting, sharing unnecessary information, *faking*, etc.

Always 'Negative' until 'Positive' confirmation

There are many everyday situations/cases/matters/etc., individually or in combination, related to Associate, Customer, Company, etc. and their businesses that arise, but aren't explicitly written in Agreement. Should the above mentioned ever happen to Associate and require immediate action, reaction, response, answer, etc. from such Associate, the response must always be: 'negative', 'I must consult with Company and be back with you', 'I don't know', 'I am not in the position to discuss', 'No', 'Cannot do', 'Cannot help', 'Please ask Company', etc. For a 'positive' answer, a confirmation (an explicit permission) from Company to proceed must be received by Associate in writing.

Explanation/Examples:

- a) I, an Associate, assume that, when Customer asks me directly, say for a Customer friend's company, to recommend somebody who works with different technologies I can answer without breaching Agreement and therefore don't have to ask Company for permission. Assumption is wrong and the answer should be: No, I cannot without consulting with the Company. The reason being is that Company might be already marketing to that friend's company and giving them a reference would mean **Losses to Company**.
- b) I, an Associate, assume that, when Customer asks me directly about an exquisite restaurant in my city to have a conference at, I can 'innocently' refer to Customer 'a friend of a friend', good company, which a relative runs, to do business with. Assumption is wrong and the answer should be: No, I cannot without consulting with the Company. The reason being is that such a friend can have, say a girlfriend, who works for Competitor and giving them a reference would mean **Losses to Company**.
- c) I, an Associate, assume that, casually revealing the levels of compensation at the company I used to work, my boyfriend works, my sibling consults at etc. I am doing no harm. Assumption is wrong and the answer should be: No, I cannot without consulting with Company. The reason being is that it could have financial alterations from Customer to Company and subsequent **Losses to Company**.
- d) Etc.

Breach of Contract

Breach of Contract: Violation of any clauses of Agreement, **'Faking'**, Not complying with **Always 'Negative' until 'Positive' confirmation**, etc.

Associate

Associate is exclusively a singular person from anywhere in the world entering into and maintaining the agreement with the Company (see **ASSOCIATE AGREEMENT**). An associate has a unique set of identifying attributes like: DNA (in case of criminal investigation), face (for face recognition), voice (for voice recognition), matching pictures, fingerprints, tax identification numbers and passports for every country he/she is eligible, social profiles, etc. Associate cannot be any **Legal Entity**. Associate MUST NOT be anything illegal under no circumstances anywhere in the world.

Legal Entity

Legal Entity is everything legal outside of the meanings of a singular person, and is: Entity, Company, Corporation, Partnership, Group of People, Collection is Similar Minds, Think Tank, etc. anywhere in the world.

Association

Association is: Employment, Contracting, Consulting, Engagement, Involvement, Gig, Freelance, Labor/Work, Job, Hire, etc. where an Associate is hired (or any other synonym of 'Hired' that might be used otherwise anywhere in the world) for the exchange of labor for currency regardless of the amounts. In some cases, like: internship, fellowship, etc. actual or virtual currency is not involved, but rather some equivalents of thereof like teaching, mentoring, time, opportunity, potential, career growth, personal/individual growth, charity, etc. Association automatically, at all times and without exceptions assumes **Independent Contractor** (see below) status.

Data Collection

Data Collection is gathering of personal information for verification, references, due diligence, media, terrorism, sanctions, search, etc.: address, employment history, education, domestic and international passport, domestic/international driver's license, visas, domestic ID, any Tax related number/ID, insurance, criminal records, social (media) sites, fintech data, banks data, other financial institutions data, electronic/paper identity, credentials verification data/papers, property deeds, assets statements, medical records, drug tests, etc.

AI (Artificial Intelligence)

AI, ever changing and currently being commonly understood as [Artificial intelligence - Wikipedia](#), in this document is also implied to be any current and future forms, methods, etc. of automatization of the **Data Collection**, processing, analysis, etc.

Use of AI

Use of AI is the use of any form of **AI** available at the moment and ever evolving: Microsoft Cognitive Services, AWS, any video recording and analysis, any face recognition and analysis, any voice recognition and analysis, etc.

Customer

Customer is a legal singular person or a **Legal Entity** who, with Company has had or has or is planning to have to or will have any business relationship of any legal shape or form. Wherever logically applicable in Agreement, any mention of Customer should read as Customer, all Customer employees, Customer contractors, Customer associates, Customer Partners, etc.

Audit

Audit is conducted by Customer, Company or both at any time, any place with or without advance notice. Audit uses: Associate **Data Collection, Use of AI**, etc.

Data archiving

Prior, during and/or after the association all data: Associate **Data Collection, Use of AI**, etc. is securely collected, archived and stored on the cloud Azure, AWS, etc. for the entire legally allowed period of time. Data will neither be deleted nor intentionally used by Company outside the necessity and allowance.

Losses to Company

Losses to Company: business, financial, image, material, publicity, moral, etc.

Legal Fees

Legal fees: attorney fees, unpaid fees, legal advice and counseling fees, court fees, law enforcer fees, fund collector fees, government fees, etc.

Null and Void Company Obligations

Company obligations to Associate: compensation, benefits, bonuses, PTO/vacation, insurance, etc. are immediately null and void and it subsequently entitles Company to retain any of unpaid to collect the necessary amount in absolute terms.

Financial Responsibility Monetary Penalty

As of 7 May 2021 – no less than 6 months of cumulative Associate compensation and up to unlimited, based on the individual cause and respectful **Losses to Company**.

Financial Responsibility

Financial Responsibility is **Losses to Company**, caused by Associate's **Breach of Contract**, either directly or indirectly, deliberately or not deliberately, etc. with monetary repercussions. Associate shall be responsible for full compensation to Company as Company bears all fees and costs: **Legal Fees**, taxes, processing, procedural, etc. according to **Financial Responsibility Monetary Penalty** and **Null and Void Company Obligations**

Social (Media)

LinkedIn, Facebook, Twitter, Slack, Jive, IBM Connections, Socialtext, etc.

Social (Media) Profile

Social (Media) profiles are a description of individuals' social characteristics that identify them on social media sites. Profiles describe any number of characteristics about individuals, such as interests, expertise, professional affiliations, status, recent activity and geographic location. Profiles are the digital DNA of a person, and where tagging of people-related content will occur. A social profile also displays information that helps to understand the type and strength of an individual's relationships with others; for example, their level of participation and contribution in different initiatives, projects, communities, or conversations; their reputation among other participants, and so on. Creating a robust social profile allows individuals to be discovered by people who could benefit from an association with them. Companies are also beginning to experiment with social profiles as a means of reinforcing their organization's brand identity.

Unforeseen and/or Unfortunate Circumstances

Unforeseen and/or Unfortunate Circumstances are things that don't go well, as planned, as designed, etc.: death, disability, health, incapacity, family matters, mental issues, etc. Many things cannot be directly covered in Agreement in complicated relationships and life where many parties are involved. They could be financial, legal, tax, foreign relations, etc. matters.

Assignment

Assignment is when Company places (or assigns) an Associate to work directly under a complete professional management and supervision of Customer. Assignment can be directly with the Company.

Transactional Business Matters

Transactional Business Matters are: hourly rates, bonuses, benefits, severance packages, termination conditions, profits or losses, taxes, discussions and negotiations of financial terms, employment and contract conditions, relocation, immigration, work authorization, visas, etc.

Confidential Information

Confidential Information includes, without limitation and in any shape or form whatsoever, information relating to the technologies and all portion thereof, businesses, prospective business opportunities, assets, operations, finances, all technical and non-technical information, patent, copyright, trade secret and proprietary information, techniques, sketches, inventions, innovations, specifications, samples, marketing plans, business plans, curricula, formulas, designs, routines, programs, manuals, ideas, concepts, business methods, drawings, models, know-how, processes, apparatus, equipment, algorithms, software programs, software source documents, source code, object code and formulae

related to the current, future and proposed products and services. Confidential Information also includes information concerning research, experimental work, development, design details and specifications, engineering, financial information, customer information, customer lists, vendor information, procurement requirements, pricing information, business forecasts, sales and merchandising and marketing plans and information related to the current, future and proposed products and services and information regarding products, processes or services
Confidential Information also includes but not limited to, without limitation and in any form whatsoever, medical records; benefit information; personnel files and their contents (including applications, references, memoranda, personnel action forms, performance appraisal forms, etc.); salary and payroll records and reports; disciplinary reports; income; compensation and welfare plan arrangements; business prerequisites and expenditures; personal relationships; employment agreements; severance agreements; expense reports; position analyses; offer letters; credit/criminal checks; employment requisitions and like information.

“At will”

As long as the prior agreements stay intact, ‘at will’ means that, de jure, any and all Associations, relationships etc. can be terminated at any time by any party with or without reasons, explanations, sentiments, morals, etc. effective immediately or even backdated (if needed) by simply notifying the other party by any means possible. In **Unforeseen and/or Unfortunate Circumstances** termination is also effective immediately or even backdated (if needed) by simply notifying the other party, family members, their proxies, attorneys, etc. by any means possible.

Billable Hour

Billable hour is a measure of 1 hour for which a payment is expected in the amount stated in the ‘hourly rate’. Example: if a work was done and it took 10 billable hours with a \$1 per hour as a **Pay (Billable) Rate**, the expectation of the amount to be paid for such work is as: 10 hours multiplied by \$1 per hours equals to \$10 total.

Billing Cycle

Billing cycle is a period of time for which the **Billable Hours** are collected. Billing cycles could be: yearly, quarterly, monthly, semi-monthly, bi-weekly, weekly, daily, one-time payment, per result, per project, hybrid, etc.

Pay (Billable) Rate

Pay (Billable) Rate is the rate at which Associate would bill Company for the amount of work done against their Assignment. Billable rate, commonly per hour, is simply a common denominator as billable rate can directly correlate with **Billing Cycle**.

Independent Contractor

Independent Contractor is a singular person (even if Incorporated anywhere in the world for the tax or other related matters) who, de facto, has a relationship with the Company as a “Corp-to-Corp” independent contractor mostly on “pay by the hour” basis. Independent contractor remains such with any **Pay (Billable) Rate**. Independent Contractor never expects from Company or Customer: taxes withdrawn, vacation/PTO time covered, social packages provided, bonuses, medical/short term/long term/life insurance, equipment costs coverage, etc. Should abovementioned ever happen it never changes the original Independent Contractor status.

Independent Contractor is never de jure an employee of any kind of the Company or Customers even if the actual professional relationship suggests otherwise. Independent Contractor is never eligible to participate in any employment benefits or other employment-related coverages like employee benefit plan or program, fringe benefit plan or program, medical, life or any other insurance plan or program, severance package etc. of any kind maintained by the Company or Customers. Association between Company and Customers on one side and Independent Contractor on the other is always **“at will”**.

Billable Amount

Billable amount is commonly a sum that Associate invoices Company per agreed **Billing Cycle**. Most commonly billable amount is a sum over a month period (monthly billing cycle) calculated as Associate billable rate multiplied by the billable hours for the given month that Associate worked for the Assignment.

Invoice Payment Terms

Customer is expected to process and pay Invoices as ‘Due on Receipt’ whereas funds must be collected by the Company no later than 30 days from the date Invoice was submitted.

“Get First, Pay Then”

Company collects funds from Customers and only then distributes them to all appropriate Associates engaged by such a Customer. Prior to sufficient funds collection no payments, distributions, payroll, etc. can or would be executed by Company.

Term

Term is the start or about date of Association, with or without monetary compensation, on an ongoing basis and lasting till the moment of Termination.

Termination

Termination is essentially the last day of Association regardless of the reasons whatsoever. Termination also could be called or implied by the following verbiage: End of Association, End of Cooperation, Fire/Fired, Let Go, Lay/Laid Off, End of Contract, Cancellation, Termination, Exit, Leave, Leave of Absence, Sabbatical, Missing and Cannot be Contacted, ‘Pulled the Trigger’, etc.

Termination for Cause

Termination for Cause is **Termination** for the reasons: **Breach of Contract**, stealing, lying, failing a drug or alcohol test, falsifying records, embezzlement, insubordination, fraud, felonious conduct, disclosing private, confidential information or trade secrets, deliberately violating Company or Customer policy or rules, etc. followed by **Financial Responsibility** of Associate.

Relief Period after Termination

Relief period after the termination is at least twenty-four (24) months after the notice of termination.

Competitor

Competitor is a legal singular person or a **Legal Entity**, not a Customer or potential Customer who, by the essence of its business, directly or indirectly, in any shape or form, has or might have an interest in hiring a similar skill sets with Company or Customers' associates, employees, contractors, etc. Example of a Competitor is: Company A is in a completely different line of business than Company B. Yet both companies use a skill set: Microsoft .Net and C# for the Back End developments, etc. Company A is a competitor of Company B.

Getting out of Contract

Getting out of Contract is ultimately synonymous to the following commonly used and understood terms like: Getting out of Contract, Cutting Middleman Off, Cutting Agency Off, Roll Off, Separation, 'Acquiring' a Customer, Going Direct with a Customer, etc. without proper termination and compliance (where and when applicable) with the entire agreement for the period specified in **Relief Period after Termination** terms.

Termination Fee Schedule (Terms)

Under the terms of this agreement, if not separately specified in writing, there are only the following types of Termination Fee schedules (Terms) acknowledged by Company:

- a) No fee (free of charge, etc.) – termination and compliance (where applicable) with the entire agreement for the period specified in **Relief Period after Termination**.
- b) **Getting out of Contract** fee - \$9999 one time flat fee + \$999 for each month from the date the original job specification was received by Company + **Legal Fees**. Termination Fee must be paid to Company 'on the receipt' payment terms right upon the **Getting out of Contract** event by either Customer, Associate or collectively by Customer and Associate.
- c) **Termination for Cause** fee - the larger of **Getting out of Contract** fee above and Associate **Financial Responsibility** (wherever such fee is reasonably applicable)

Associate Specifics

Should at any time be some specific terms and conditions related to Customer, Customer Department,

Country, City, Office, Company, Type of employment, Payment, etc. it will be specified in Attachment D – Associate Specifics and other subsequent Attachments that might flow from it.

ASSOCIATE AGREEMENT - Attachment A – Terminology and Definitions

Associate's Signature _____

- Page 9