

This Contractor Agreement ("Agreement") is made by and between _____ ("Client") and CyberSN, ("Company") as of _____, _____ ("The Effective Date").

We provide an interested and qualified person

1. SCOPE OF SERVICES

CyberSN shall provide services to the Client as described in one or more Task Order executed by Client and CyberSN, attached as Attachment A herein. Such Task Order describes the Work Product, contractor (by name, title, and hourly rate) to be assigned, location where the work is to be performed, and such other provisions as are applicable. The term "Work Product" as utilized in this document shall mean services performed or materials delivered under the terms and conditions of the Task Order.

You manage and task the person

2. WORKING ARRANGEMENT

The daily activities of the contractors assigned to work with Client in the fulfillment of this Agreement shall be directed by Client. Working hours shall be mutually determined by CyberSN and Client and may include hours other than Client's customary business hours. Client agrees to provide for each contractor assigned hereunder reasonable working space, computer related resources, materials, and any other services and materials which may be necessary in connection with the performance of services contemplated herein, including a desk, a private phone, email or access to email and other office and support services normally provided by Client to Client's own employees of similar status, as applicable. The Client will not provide the assigned contractor with services and benefits provided specifically for Client employees. CyberSN and the assigned contractor will comply with all Client policies and procedures while performing work hereunder.

We take care of payroll and benefits

3. COMPENSATION

Client shall pay CyberSN for services provided by each individual contractor furnished by CyberSN at the Hourly Rate as specified in the appropriate Task Order attached to this Agreement for each Hour Worked, or as otherwise provided by mutual agreement. This rate is to be considered confidential information kept between the Client and CyberSN. "Hour Worked" shall mean time spent engaged in providing the services contemplated hereunder at Client's office or elsewhere agreeable to Client, or time spent engaged in providing support services necessary for the successful performance of the services contemplated hereunder. Client shall reimburse CyberSN for all reasonable travel and other out-of-pocket expenses in connection with the services furnished under this Agreement. All reimbursable fees will require written approval by the Client in advance. Client shall be responsible for payment of all taxes imposed in connection with or as a result of the Agreement, except for any tax based on CyberSN's net income, or employment related taxes. In states where paid sick leave is mandated by law, Client shall pay CyberSN at the Hourly Rate as specified in the appropriate Task Specifications attached to this Agreement for each Sick Leave Hour accrued, taken and compensated. Client agrees to be invoiced for eight hours of holiday pay for any day Client is closed for holiday observance when a contractor would otherwise be working.

We invoice you (OpEx)

4. INVOICES

CyberSN will invoice Client for services performed on a weekly basis. The invoices will indicate charges by name of contractor, billing rate, and applicable expenses. Client shall make payment to CyberSN within fifteen (15) days after receipt of each invoice. The maximum amount of unpaid invoices CyberSN will allow is \$25,000.

Terms of the agreement

5. TERM

- 5.1. This Agreement shall commence on The Effective Date and may be terminated by either party providing thirty (30) days prior written notification of such termination.
- 5.2. In the event of termination as set forth herein, CyberSN shall be paid all charges for its services, and reimbursed for Client pre-approved out-of-pocket expenses incurred prior to the date of termination.

The project finishes before you anticipated

6. ASSIGNMENT COMMITMENT

The assignment of any contractor provided by CyberSN under this Agreement may be terminated as follows:

- 6.1. By Client on thirty (30) days' notice without cause.
- 6.2. By Client on three (3) business days' notice, if Client determines that the work being performed is not satisfactory and notice thereof is provided to CyberSN in writing with noted unsatisfactory performance issues. In the event of removal and requested replacement of a contractor, CyberSN shall replace the contractor until completion of the appropriate Task Order. If the work of the dismissed contractor is in Client's good faith, reasonable opinion "not satisfactory", an invoice adjustment can be made as approved by both parties.
- 6.3. By CyberSN on thirty (30) days' notice.
- 6.4. By mutual agreement of CyberSN and Client at any time.

7. EMPLOYEE SOLICITATION AND FEE SCHEDULE

7.1 CLIENT DIRECT EMPLOYMENT

Direct hiring fees for candidates provided to the Client for full time employment are based on 25 percent of the candidate's first year's salary. If the Client does not accept a contractor candidate as part of a submission process with CyberSN, all future endeavors with that contractor candidate will be subject to this contract for a period of one year from the date Client received the original contractor candidate referral from CyberSN.

The direct hire placement fee will be billed after the candidate starts employment with the Client and is due within fifteen (15) days of the invoice receipt.

You want hire the contractor as a permanent member of your team

7.2 CLIENT SOLICITATION OF CYBERSN CONTRACTORS

The Client reserves the right to solicit the employment of any of the CyberSN's contractors who provide services to the client ("Contractor"). In the event that the Client decides to offer employment to a Contractor, the Client will provide CyberSN with prior written notice of such desire. If a Contractor accepts employment with the Client, the Client agrees to pay CyberSN a fee based upon the Contractor's cumulative time at the Client under this Agreement as set forth below.

Number of days the contractor has worked under this Agreement	Fee Paid by Client as a Percentage of Starting Base Annual Salary
180 days	25 %
181 - 365 days	12.5 %
1 year or more	10 %

The fee schedule shall apply to any Contractor referred under this Agreement that Client hires during or within a period of twelve (12) months after completion of the Contractor's final term.

Our code of conduct

8. CODE OF CONDUCT

CyberSN conducts business with the highest ethical standards and expects all team members to conduct business with the highest-level integrity and ethics. We respect intellectual property and privacy rights at all times, treat all team members with respect, dignity and protect against verbal, physical, sexual abuse or harassment. CyberSN acts truthfully and in accordance with applicable laws, regulations and compliances.

Brief overview of our cyber practices

9. INFORMATION SECURITY AND PRIVACY

CyberSN understands the security of our customers' information is vital to their business operations and our continued success. We use a cyber security framework consisting of policies, practices and technical safeguards to ensure the integrity, confidentiality, and availability of our customers' information. The information security safeguards provide a multi-layered approach to mitigating cyber threats and information loss. CyberSN technical safeguards include network intrusion detection,

firewalls, anti-virus protection, 2-factor authentication and data encryption. CyberSN policies and practices create a culture of understanding privacy and cyber security risks and actions to manage risks. Our cyber team possess a strong awareness of Internet attack trends and risk management strategies and hold industry certifications such as Certified Information System Security Professionals (CISSP), SANS Global Information Assurance Certification (GIAC) Certified.

10. INVENTIONS

Your inventions and proprietary information belong to you.

While not contemplated by this Agreement, any Invention (as hereinafter defined) will be the sole property of the Client and, to the extent permitted by law, shall be considered works-made-for-hire. Without further compensation, CyberSN agrees promptly to disclose to the Client, and assigns and agrees to assign to the Client or its designee, its entire right, title, and interest in and to all Inventions (as hereinafter defined) (a) which CyberSN may solely or jointly develop or reduce to practice during the term of this Agreement and for two years thereafter which pertain to any line of business activity of the Client, (b) which are aided by the use of time, material or facilities of the Client, whether or not during working hours, or (c) which relate to any of CyberSN's work during the term of this Agreement. During or after the term of this Agreement, upon the Client's request and at the Client's expense, CyberSN will execute all papers in a timely manner and do all acts necessary to apply for, secure, maintain or enforce patents, copyrights and any other legal rights in the United States and foreign countries in Inventions assigned to the Client under this Agreement, and CyberSN will execute all papers and do any and all acts necessary to assign and transfer to the Client, its entire right, title and interest in and to such Inventions. This obligation shall survive the termination of the Agreement. CyberSN irrevocably designates and appoints the Client and its duly authorized officers and agents as its agents and attorneys-in-fact to act for and on its behalf only for the purpose of executing and filing any such documents and doing all other lawfully permitted acts to accomplish the foregoing purposes with the same legal force and effect as if executed by CyberSN. "Inventions" means all discoveries, developments, designs, improvements, inventions, products, processes, procedures, techniques, formulae, computer programs, information and/or works of authorship, whether or not patentable, copyrightable or otherwise legally protectable as a trade secret or otherwise. This includes, but is not limited to, any and all machine, article of manufacture, biological material, method, process, technique, use, equipment, device, apparatus, system, component, formation, composition of matter, design or configuration of any kind, or any improvement thereon.

11. WARRANTY

CyberSN warrants that services provided hereunder will be performed in a good and workmanlike manner, in compliance with applicable laws, rules, and regulations and that the Work Product, delivered by CyberSN to Client will conform substantially and materially to the applicable Task Order and will perform in the computer environment existing at the time of installation, or such other environment as agreed to by Client and CyberSN. CyberSN does not warrant or represent that the services provided pursuant to this Agreement will be capable of achieving any particular result in Client's business, or that all errors, defects or deficiencies can be found or corrected, or that the operation of any Work Product which is the subject of the Task Specifications will operate uninterrupted and error free.

We care about equal opportunity

12. EQUAL OPPORTUNITY

CyberSN certifies its compliance with all applicable laws, executive orders, and regulations concerning nondiscrimination in employment which matters are incorporated herein by this reference.

13. NOTICES

All notices and demands of any kind required or under the terms of this Agreement shall be in writing and shall be served by personal service, or by mailing a copy thereof by certified or registered mail, postage prepaid, with return receipt requested, addressed as follows

Our mailing addresses

If to CyberSN:

If to _____:

Cyber Security LLC
PO Box 222
North Brookfield, MA 01535-0222

or to such other address as from time to time, either party shall give by written notice.

14. ATTORNEYS FEES

Should any litigation be instituted as a result of any dispute arising out of a transaction involving this Agreement, its interpretation, or the enforcement of the terms and conditions hereof, the prevailing party shall be entitled to recover its attorney's fees and costs as the Court may deem reasonable under the circumstances.

Our insurance information

15. INSURANCE

During the term of this Agreement, CyberSN shall maintain commercially reasonable insurance policies with at least the following limits: \$1,000,000 liability, \$2,000,000 general aggregate, \$1,000,000 personal injury.

16. ENTIRE AGREEMENT; AMENDMENT

This Agreement and the Task Order attached hereto, constitute the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior agreements, representations, and understanding of the parties hereto with respect to the subject hereof. This Agreement may be supplemented, modified, or amended only by a written instrument duly executed by each of the parties hereto. Those provisions that by their nature are intended to survive termination, shall survive termination of this Agreement.

17. INDEMNIFICATION

Except for cases of gross negligence or willful misconduct of the Indemnified Party, each Party (when indemnifying the "Indemnifying Party") hereby indemnifies and agrees to hold the other Party and its officers, directors, employees, representatives, agents and affiliates harmless (collectively the "Indemnified Parties") from and against any and all third party losses, liabilities, damages, actions, causes of action, claims, costs and expenses (including, without limitation, reasonable attorney's fees) arising from the gross negligence or willful misconduct of the Indemnifying Party, provided that Indemnified Parties (a) promptly gives Indemnifying Party written notice of the claim against Indemnified Parties; (b) gives Indemnifying Party sole control of the defense and settlement of the claim against Indemnified Parties (provided that Indemnified Party may not settle any claim against Indemnified Parties unless the settlement conditionally releases Indemnified Parties of all liability); and (c) provides to Indemnifying Party all reasonable assistance, at Indemnifying Party's expense.

18. WAIVER

The waiver by one party of the performance of a covenant, condition, or promise herein shall not invalidate this Agreement nor shall it be considered a waiver by such party of any other covenant, condition, or promise herein, nor shall any such waiver be construed as a future waiver or relinquishment of the time or the performance of any other act or covenant, condition, or promise.

19. INTERPRETATION OF AGREEMENT

This Agreement shall be governed by and construed in accordance with the laws of the State of Massachusetts. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law; provided however, that in the event that any provision of this Agreement shall be invalid or prohibited under such applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of this Agreement. The headings of the several Sections of this Agreement are inserted solely for convenience of reference and are not a part of this Agreement and are not intended to govern, limit, or aid in the construction of any of the terms or provisions of this Agreement.

Our back office process

20. EMPLOYMENT OF TEMPORARY AND CONTRACT WORKERS

Agency shall have the option of outsourcing employment related responsibilities for temporary and contract workers ("Assigned Employee") to an affiliated party, People 2.0 North America, LLC /dba TFI Resources ("TFI"). TFI shall assume all employment related responsibilities as set forth in the above referenced agreement including, but not limited to, the following (i.) assuming the role of employer of record/legal employer of Assigned Employee, (ii.) paying Assigned Employee on a timely basis; (iii.) withholding and depositing all applicable payroll taxes and other government mandated charges; (iv.) making federal and state unemployment contributions as required; (v.) providing workers' compensation insurance for Assigned Employee; and (vi.) maintaining employee benefits as required by the Affordable Care Act (ACA); (vii.) maintaining all payroll and personnel records

as required by law. TFI shall have the right to invoice Client directly and Client agrees to make payments related to work performed by Assigned Employee directly to TFI Resources

21. COUNTERPARTS

This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

Digitally delivered and signed electronically

IN WITNESS WHEREOF, the parties, by their authorized representatives, have executed this Agreement on the date first written above.

Cyber Security Network LLC	
By: _____	By: _____
Name: <u>Debby Maggio</u>	Name: _____
Title: <u>Chief Operating Officer</u>	Title: _____
Date: _____	Date: _____

Sample

Task Order (From section 1 above)

Attachment A. Task Order

Task Order to _____ and Cyber Security Network Contracting Agreement

Pursuant to the Contracting Agreement between _____ and CyberSN regarding non-solicitation of employment and, whereas _____ desires to engage _____ from CyberSN:

_____ agrees to submit CyberSN payment, as described below:

1. Work Product: Describe the general details of the work to be performed. Specific tasks include: working at the direction of _____ on an hourly basis.

- **Position Title:** _____

2. Contractor to be assigned: _____

3. Hourly Rate: _____ / hour

4. Location: Contractor will be working _____

5. Length of Assignment: minimum of _____

Conversion Hire Fee Table (if _____ hires contractor as F/T Employee):

Number of days the contractor has worked under this Agreement	Fee paid by Client as a Percentage of Starting Base Annual Salary
0 - 180 days	25 %
181 - 365 days	12.5 %
1 year or more	10 %

6. Other Provisions: _____ shall provide CyberSN with an email at _____ every week.

7. Payments shall be mailed to:
 People 2.0 North America, LLC aka TFI Resources
 PO Box 677905
 Dallas, TX 75267-7905

Cyber Security Network LLC

By: _____

Name: Debby Maggio

Title: Chief Operating Officer

Date: _____

By: _____

Name: _____

Title: _____

Date: _____

THE END
 Questions? - email us at:
contracts@CyberSN.com