



BMS 6.8.0 INDEPENDENT CONTRACTOR PROVISIONS

The following general provisions, including all the modification(s)/amendment(s) referenced herein, are incorporated as terms of the consulting offer outlined in BMS 2.5.0 TekSynap Independent Contractor Offer. The commencement of performance and/or services rendered against an issued purchase order or submitting an invoice against the purchase order binds the offeror to the following provisions. Furthermore, the commencement of services affirms the worker (Independent Contractor) has completed and submitted IRS Form SS-8 entitled Determination of Worker Status. TekSynap will accept previous IRS determination letters as long as the work being performed for TekSynap is with the same service designation. The successful submission of Form SS-8 results in a determination permitting the classification of your services as an Independent Contractor. TekSynap requires a copy of the determination letter from the IRS to be on file with our contracting office. Determination letters shall be emailed to contracts@teksynap.com within six months of the commencement of services. The following provisions apply to all TekSynap Independent Contractor services:

- I. The success of the business of TekSynap (referred to as the "Company"), depends in large part on the development, use and protection of its Confidential Information. As an Independent Contractor with TekSynap, you are permitted access to and use of TekSynap's Confidential Information.

"Confidential Information" means information relating to the present or planned business of the Company, our vendors and our customers that has not been released publicly by authorized representatives of the Company. This information may include, for example, trade secrets, know-how, inventions, patents and trademarks, copyrights, business development, marketing and sales programs, purchasing manners and methods, the identity and addresses of actual or potential customers, customer and supplier/vendor information, personnel information, compensation information, training programs and materials, pricing information, financial data, regulatory approval strategies, results of investigations, research, testing methodologies and results, certain computer programs, manufacturing methods and processes, technologies and protocols, product development strategies and processes, safety information, programs and protocols, product design and related items used by the Company in its business. It is your duty and obligation to preserve and protect such Confidential Information both during and after your consulting services period by the Company. You agree that (i) the Confidential Information derive independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; and (ii) the Confidential Information is, and has been, subject to efforts by TekSynap to maintain its secrecy that are reasonable under the circumstances. You agree that unless you first obtain the Company's written consent, you will not disclose or use at any time, either during or after your employment by the Company, any Confidential Information, except to the extent such disclosure or use is required in the performance of your consulting services for the Company. You further agree to take all appropriate steps to safeguard Confidential Information and to protect it against disclosure or misuse. You also agree that if your consulting service are terminated for any reason, you will immediately return to the Company all written or recorded material (in any format whatsoever, including computerized) obtained through your agreement including, but not limited to, customer lists, correspondence, files, records, or any other document or record containing Confidential Information. You agree that the Provisions of this paragraph apply to the Company's Confidential Information, as well as any of our vendors' or customers' Confidential Information of which you become aware as a result of your agreement with the Company.

- II. TekSynap is fully committed to ethical business practices in delivery of value to our customers. You agree to follow all federal, state and local laws and identified business practices in this provision as they relate to ethical behavior. The government has very specific expectations regarding ethical conduct regarding individuals working on government funded projects. What may be acceptable from a commercial perspective may not be acceptable for a government contractor. As a deliverer of services to TekSynap and the Federal Government, you agree to accurately report your time through TekSynap's electronic timesheet environment and to allocate charges accurately to efforts worked.

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TekSynap is committed to compliance with the Federal Acquisition Regulations (FAR) Part 3. Independent Contractors should be familiar with this government standard. The following incorporates, at a minimum, the intent of the FAR:

Gratuities – Independent Contractors shall not offer, directly or indirectly, any gratuity, gift, favor, entertainment, loan, or anything of monetary value to any Government employee where a business relationship exists.

Kickbacks – Independent Contractors shall not be involved in any transaction involving a kickback to a higher or lower-tier contractor. A kickback shall mean; any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided, directly or indirectly, to any Government employee, prime contractor, prime contractor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a contract or subcontract.

Influencing a Transaction – Independent Contractors shall not use appropriated funds from a contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any contract, grant, loan or cooperative agreement. As required for each proposal submittal, the Independent Contractor shall certify that no appropriated funds have been paid or will be paid to influence transactions. As required for each proposal submittal, the Independent Contractor shall disclose if any funds other than appropriated funds have been paid, or will be paid, to any afore- mentioned individual to influence transactions. Exceptions to this prohibition are:

- ◆ Payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered action if the payment is for agency and legislative liaison activities not directly related to a covered action.
- ◆ Any reasonable payment to a person if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that action, or for meeting requirements imposed by or pursuant to law as a condition for receiving that action.

Collusion – the Independent Contractor shall not collude with another agreement or of a solicitation with the intent to restrict trade. No disclosure of pricing or any other technical or management approach shall be disclosed to any person outside of TekSynap or the client. This prohibition does not apply to partnering agreements, but all such partnering agreements shall be disclosed to the client of the solicitation.

Disclosure – the Independent Contractor shall not disclose pricing information or any other technical or management approach, unless specifically dictated by TekSynap.

Solicitation of Government Officials – the Independent Contractor shall not attempt to hire or compensate in any manner a former official of an agency for a period of one year after said former official.

Contingent Fees – TekSynap shall not employ or retain any person or agency to solicit or obtain a contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. A bona fide employee or agency means a person or established commercial or selling agency, maintained by TekSynap for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds itself out as being able to obtain any Government contract or contracts through improper influence.

Government Conflict of Interest – Independent Contractor shall not knowingly award a contract to a Government employee or to a business concern or other organization owned or substantially owned or controlled by one or more Government employees.

The continued success of TekSynap is dependent upon our customers' trust and we are dedicated to preserving that trust. The Independent Contractor owes a duty to TekSynap and its customers to act in a way that will merit the continued trust and confidence of the public. Ethics violations will result in possible termination of the Independent Contractor Agreement. Material violations will be reported to the Government for further actions to include possible prosecution if fraudulent actions are determined to have occurred.



TekSynap will comply with all applicable laws and regulations and expects the Independent Contractor to conduct business in accordance with the letter, spirit, and intent of all relevant laws and to refrain from any illegal, dishonest, or unethical conduct.

In general, the use of good judgment, based on high ethical principles, will guide you with respect to lines of acceptable conduct. If a situation arises where it is difficult to determine the proper course of action, the matter should be discussed openly with TekSynap management. Any Independent Contractor who is working on a government contract and have knowledge of unethical conduct or actions should immediately notify TekSynap’s Executive Management (CEO or President) and/or directly to the Federal government hotline (800- 424-9098). All calls to the Federal government hotline are maintained as confidential calls.

The Independent Contractor has an obligation to conduct business within guidelines that prohibit actual or potential conflicts of interest. This Provision establishes only the framework within which TekSynap wishes the business to operate. The purpose of these guidelines is to provide general direction so that the Independent Contractor can seek further clarification on issues related to the subject of acceptable standards of operation. Contact TekSynap management for more information or questions about conflicts of interest.

Transactions with outside firms must be conducted within a framework established and controlled by the Executive Management of TekSynap. Business dealings with outside firms should not result in unusual gains for those firms. Unusual gain refers to bribes, product bonuses, special fringe benefits, unusual price breaks, and other windfalls designed to ultimately benefit the Independent Contractor.

An actual or potential conflict of interest occurs when the Independent Contractor is in a position to influence a decision that may result in a personal gain for that Independent Contractor or for a relative as a result of TekSynap's business dealings. For the purposes of this policy, a relative is any person who is related by blood or marriage, or whose relationship with the Independent Contractor is similar to that of persons who are related by blood or marriage.

No "presumption of guilt" is created by the mere existence of a relationship with outside firms. However, if the Independent Contractor has any influence on transactions involving purchases, contracts, or leases, it is imperative that they disclose to the Executive Management of TekSynap as soon as possible the existence of any actual or potential conflict of interest so that safeguards can be established to protect all parties.

Personal gain may result not only in cases where the Independent Contractor or relative has a significant ownership in a firm with which TekSynap does business, but also when an Independent Contractor or relative receives any kickback, bribe, substantial gift, or special consideration as a result of any transaction or business dealings involving TekSynap.

III. Noncompete and Nonsolicitation – Definitions

- a) For purposes of these provisions, the following definitions apply to “Services” provided by the Company:
 - i. Systems Integration
 - ii. Program Management
 - iii. Application Development
 - iv. IT Operations Support
 - v. IT Services for Biomedical Research, Health Sciences, and Healthcare
 - vi. Cloud Integration using VMware cloud solutions, Microsoft Office 365 and Azure
 - vii. Audio Visual/Video Teleconferencing
 - viii. WIFI Services
- b) “Competitive Business” is defined to mean any company, individual, or entity that provides the same or similar Services that the Company currently provides.
- c) “Geographic Area” is defined to include:
 - i. Virginia
 - ii. Maryland
 - iii. District of Columbia



- d) "Restrictive Period" is defined as the terms of the Independent Contractor Agreement and for twelve (12) months after the Independent Contractor Agreement ends.
- e) "Capacity" is defined as owner, partner, employee, contractor, or subcontractor.
- f) "Relationship" is defined to include contractual, at will or other written or verbal arrangement.

IV. Noncompetition

You agree that the Company's relationships with its customers are important for the continued success of the Company and that the Company expends substantial resources in developing and maintaining its customer relationships. You also agree that during the term of the Independent Contractor Agreement period, you may acquire, have access to, develop, and be entrusted with knowledge of trade secrets and other Confidential Information. To protect these relationships and the Company's Confidential Information, you agree that during the Restrictive Period and within the Geographic Area, you will not, without the Company's express written consent:

- a) Enter into a Relationship in any Capacity with any Competitive Business to provide the same or substantially similar Services that you are providing to the Company under the terms of your Independent Contractor Agreement.
- b) Enter into a Relationship in any Capacity with any prime contractor or subcontractor on the name of the contract/program and/or with the Department/Agency, as specified in your TekSynap Independent Contractor Offer (BMS Form 2.5.0), to provide the same or substantially similar Services that the Company is providing to said Department/Agency on the said name of the contract or program specified in your TekSynap Independent Contractor Offer (BMS Form 2.5.0)
- c) Enter into a Relationship in any Capacity with any company, entity, or individual to which you were introduced or with which you had contact as a result of your engagement as an Independent Contractor for the Company to provide the same or substantially similar Services that you provided to the Company under the terms of your Independent Contractor Agreement.
- d) Assist any Competitive Business with a competitive or noncompetitive bid or proposal relating to the same or substantially similar Services that the Company is providing to the Department/Agency on the name of the contract/program, as specified in your TekSynap Independent Contractor Offer (BMS Form 2.5.0), for any program or contract that TekSynap has identified as a target to pursue during the term of the Independent Contractor Agreement period.
- e) This provision is not intended to prohibit you from entering into a Relationship with any Competitive Business as long as you comply with Sections (a) through (d) or obtain the Company's written consent to waive Sections (a) through (d).

You agree that if a breach of this Provision were to occur, it would be difficult to determine actual damages. Based on information presently known you agree that one year of the expected revenue from program under competition is a reasonable estimate of the damages that would accrue if a breach occurred in the future. You agree that the amount of liquidated damages is fair and reasonable and would not act as a penalty but represent fair and reasonable compensation for the potential wrong.

V. Nonsolicitation

You agree that during the Restrictive Period, you shall not, either directly or through the use of another individual, entity, or company, for your own benefit or for the benefit of any other entity:

- a) Solicit, recruit, entice, or persuade any customer, client, vendor, or business partner of the Company to terminate, withdraw, suspend, or curtail its contractual or other existing arrangement with the Company, to not enter into a future contractual or other arrangement with the Company, or otherwise interfere with the relationship between the Company and the customer, client, vendor, or business partner; and
- b) Solicit, recruit, entice, or persuade any individual who was employed or utilized as a contractor by the Company to leave their employment or arrangement with the Company to accept employment or contract with you or any other entity; provided, however, that this subsection



does not prohibit employees or contractors who have been terminated by the Company or through general advertising not targeted to the specific individual.

- c) You agree that if a breach of this Provision were to occur, it would be difficult to determine actual damages. You therefore agree that any breach will render you liable to the Company for liquidated damages in the amount of ten thousand dollars (\$10,000) per violation or the value of the revenue that would have been received by the Company in the absence of any interference, whichever is greater. You agree that the amount of liquidated damages is fair and reasonable and would not act as a penalty but represent fair and reasonable compensation for the potential wrong.

VI. Severability

- a) If the restrictions set forth in this section would otherwise be determined to be invalid or unenforceable by a court of competent jurisdiction, the parties intend and agree that such court shall exercise its discretion in reforming the provisions of this Agreement to the end that the Independent Contractor will be subject to a noncompetition or nonsolicitation provision which is reasonable under the circumstances and enforceable by the Company. You agree during the Independent Contractor Agreement period to not disparage or speak ill of the Company or any of their products, services, affiliates, subsidiaries, officers, directors, employees or shareholders, and will take reasonable steps to prevent and will not knowingly permit any of their respective agents to, disparage or speak ill of such persons. For purposes of this Section, "Disparage" shall mean any negative statement, whether oral, written or distributed via social media with intent to harm the Company or its reputation or which would reasonably be expected to lead to unwanted or unfavorable publicity to the Company or harm to its or its officers' reputations. You agree that if a breach of this Provision were to occur, it would be difficult to determine actual damages. Based on information presently known you agree that \$15,000 per violation is a reasonable estimate of the damages that would accrue if a breach occurred in the future. You agree that the amount of liquidated damages is fair and reasonable and would not act as a penalty but represent fair and reasonable compensation for the potential wrong.
- b) You agree that during the non-solicitation period referenced above, you will disclose promptly and in writing to TekSynap's contracting authority the identity of any organization or entity in a business competitive with the Company's business with which you become associated as an Independent Contractor for that organization or entity.
- c) Since a breach of this Provision may not adequately be compensated by money damages, you agree that the Company shall be entitled, in addition to any other remedy available to it, to a court order restraining or preventing an actual or threatened violation of this Agreement and you consent and agree to the issuance of such an order.
- d) In the event a court should determine not to enforce a portion of this Provision as written due to over breadth, you agree that the Provision shall be enforced to the extent reasonable, whether said revisions be in time, territory, scope of prohibited activities, or otherwise.
- e) This Provision shall be governed and construed in accordance with the laws of Virginia, except to the extent governed by federal law. As an independent contractor you have agreed to the exclusive jurisdiction and venue of the state and federal courts of Fairfax, Virginia for the resolution of any disputes arising under this Provision.
- f) You understand and agree that the Company may, at any time and without further action by you, assign this Provision to any affiliate of the Company or to a purchaser of all or a substantial part of the Company's assets, except that none of your obligations of the Independent Contractor Agreement shall be assignable.
- g) If the Company prevails in any legal proceeding initiated by you, the Independent Contractor, to construe or enforce the terms, conditions, or portions of the Provision, you shall pay to the Company its attorneys' fees and costs associated with the legal proceeding.