



Terms and Conditions
Revised: October 1, 2024



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These general purchasing terms and conditions, as amended from time to time ("Terms") will apply when Strategic Manufacturing Solutions ("Buyer") purchases goods and services from unless Buyer has entered into a written agreement expressly overriding these Terms. Buyer and Seller are referenced herein individually as the "Party" and collectively together as the "Parties"

1. Offer and Acceptance;

- 1.1. Terms of Order. Each purchase order and purchase order revision issued by Buyer, either independently or in conjunction with a fully executed written agreement issued by Buyer ("this Order") is an offer to Seller for the purchase of goods and/or services. The Terms apply to each Order and are included in each Order by reference. Any other modification of Buyer's Terms must be expressly stated in the Order. The Order is not an acceptance of any offer or proposal made by Seller. Any reference in the Order to any offer or proposal made by Seller is solely for the purpose of description or specifications of Goods in a prior proposal, and applies only to the extent that the description or specifications do not conflict with the description or specifications in the Order. Seller accepts these Terms and forms a contract with Buyer by doing any of the following:
 - 1.1.1. commencing any work under the Order;
 - 1.1.2. accepting the Order in writing; or
 - 1.1.3. any other conduct that recognizes the existence of a contract with respect to the subject matter of the Order.
- 1.2. The Order is limited to and conditional upon Seller's acceptance of these Terms exclusively. Any additional or different terms proposed by Seller, unless specifically included in Seller's quotation referenced in the Order, are unacceptable to Buyer, are expressly rejected by Buyer, and will not become part of the Order. An Order can be modified only according to the provisions of Section 14 of these Terms or as provided in this Section.

2. Fees

- 2.1. Each Order shall reference an Engagement Agreement, which consists of either a Buyer Engagement Agreement or Seller Quotation. Fees described in the Engagement Agreement will constitute full compensation for the Goods/Services and the rights granted to the Buyer.
 - 2.1.1. When Fees are measured in the Engagement Agreement on an hourly or daily basis, the following activities shall not be considered billable time:
 - 2.1.1.1. Participation in exploratory discussions and kickoff meetings
 - 2.1.1.2. Production of reports to the Buyer as required in the Engagement Agreement.
 - 2.1.1.3. Lunch, dinner, or personal breaks
 - 2.1.1.4. Administrative tasks not required to achieve the deliverables listed in the Engagement Agreement, including but not limited to preparation of invoices, preparation of expense reports, and management of Seller's Personnel
 - 2.1.1.5. Voluntary business development activities, including events organized by the Buyer or the Buyer's Clients.
 - 2.1.2. When travel time is included in an Engagement Agreement, it only applies to travel to/from the Seller's Personnel's home location to the Buyer's Client's site. Local travel from residence or temporary lodging location to a Buyer's Client's site is not eligible for travel time fees.

3. Terms of Payment

- 3.1. The Seller agrees to provide the Buyer with an invoice in accordance with the payment schedule set forth in each Engagement Agreement.



3.1.1. In such cases where the Seller has multiple Engagement Agreements in effect at one time, the Seller will submit separate invoices for each Engagement Agreement unless otherwise agreed in writing by the Buyer.

3.1.2. All invoices submitted by the Seller to the Buyer shall include sufficient detail and supporting documentation as noted below:

3.1.2.1. Working time to include name of the Personnel, start time, end time, total hours worked, and total hours billed only if total hours billed are different than total hours worked.

3.1.2.2. Travel expenses are to be summarized as one line item, per traveler and per expense report, on the invoice and accompanied by a detailed expense report and supporting documentation/receipts as specified in the Buyer's Travel Policy referenced in Article 3.

3.1.2.3. Travel expenses to comply with the terms stated in the Engagement Agreement and the guidelines set forth in the Company travel policy referenced in Article 3.

3.2. Seller and/or the Seller's Clients explicitly reserve the right to calculate or adjust the calculation of Seller's Fees set forth on the applicable invoice from Seller in good faith, including, as a result of Seller's malfeasance, negligence, or poor judgement.

3.3. The Buyer shall pay all undisputed Fees within thirty (30) days after the Buyer's receipt of an invoice submitted by the Seller.

3.3.1. If the Buyer has a dispute with respect to an invoiced amount, it will notify the Seller of the disputed amount and the reasons for such dispute within fifteen (15) days from receipt of invoice.

3.3.2. The Buyer may delay invoice payment pending confirmation by the applicable Client regarding Seller's time, efficiencies and Services described in the invoices.

3.4. Seller acknowledges and agrees that any delay in delivering an invoice or any inaccuracies, misstatements or inefficiencies in Seller's invoice may result in the Buyer, in its sole and absolute discretion, rejecting such invoice, delaying payment, and/or incurring additional expenses and/or damages. Seller hereby authorizes the Buyer to set off any such expenses or damages against any amounts owed by the Buyer to the Seller.

4. Method of Payment

4.1. All invoices are to be paid by direct bank transfer to the account specified by the Seller on the Engagement Agreement.

5. Expenses

5.1. Unless specified in an Engagement Agreement or Addendum, the Seller is solely responsible for all expenses incurred while performing Services. This includes license fees, memberships, dues, travel expenses, equipment, supplies, automobile expenses, meals, entertainment, insurance premiums, and all salary, expenses, and other compensation paid to Seller's Personnel to complete the Services for this Order.

6. Materials, Equipment, and Office Space

6.1. Seller shall furnish, at Seller's own expense, all of the equipment, materials, and supplies, to perform the Services unless specified otherwise in an Engagement Agreement or Addendum, including, without limitation:

6.1.1. a functioning laptop with Microsoft Office suite of software;

6.1.2. cell phone, or similar device with text, voice, and data capability as well as ability to use business collaboration applications such as zoom, Teams, WebEx, and Google Meet;

6.1.3. laptop and cell phone are compatible to install additional applications/software solutions pursuant to a request by the Buyer and/or Buyer's Client;

6.1.4. personal protective equipment for all Seller Personnel, including, but not limited to, safety shoes, safety glasses, and any other items mandated by the Buyer or Buyer's Client.



6.2. Seller will have access to the premises and equipment of the Buyer and the Buyer's Clients to the extent necessary to performance Services. While on the premises of the Buyer or Buyer's Clients and/or using the equipment of the Buyer or Buyer's Client, Seller shall comply with all applicable policies of the Buyer and its Clients relating to business and office conduct, health and safety, and use of facilities, supplies, information technology, equipment, networks, and other resources.

7. Independent Contractor Status

7.1. Seller is an independent contractor, and neither Seller nor Seller's Personnel are, or will be deemed, an agent, partner, employee, or joint venture of the Buyer. In its capacity as an independent contractor the Seller agrees and represents, and Buyer agrees as follows:

7.1.1. Seller has the right to perform Services for others during the term of this Order.

7.1.2. Seller has the sole right to control and direct the means, manner, and method by which the Services required by this Order will be performed.

7.1.3. Seller has the right to perform the Services required by this Order at any place or location and at such times as Seller may determine.

7.1.4. Seller has the right to hire assistants as subcontractors or to use employees to provide the Services required by this Order

7.1.5. The Services required by this Order will be performed by Seller and/or Seller's Personnel, and the Buyer will not hire, supervise, or pay any Personnel to help Seller.

7.1.6. Neither Seller nor Seller's Personnel will receive any training from Buyer in the professional skills necessary to perform the Services requested.

7.2. Nothing in these Terms will prevent the Buyer from retaining the Services of other persons or entities undertaking the same or similar Services as those undertaken by the Seller or from independently developing or acquiring materials or programs that are similar to or competitive with the Services provided the Seller.

7.3. Neither Party shall represent itself, its authorized representatives, or subcontractors to be an agent of the other Party unless a specific, written authorization to do so has been provided in advance by the other Party.

7.4. Personnel employed by, or acting under the authority of a Party are not employees or agents of the other Party.

7.5. Each Party assumes full responsibility for the acts, supervision, and control of its Personnel.

7.6. The Seller agrees that the Buyer may provide the Seller with business cards, email addresses, logos, merchandise, and/or access to systems/databases to facilitate projects with Buyer Clients.

8. Business Permits, Certificates, and Licenses

8.1. Seller will comply with all federal, state, and local Laws requiring business permits, certificates, and licenses required to carry out the Services to be performed.

9. Federal, State, and Local Taxes

9.1. Company will not:

9.1.1. withhold FICA, Social Security, and/or Medicare taxes from payments to Seller or make FICA payments on Seller's behalf.

9.1.2. Make state or federal unemployment compensation contributions on Seller's behalf

9.1.3. withhold federal, state, or local income tax from payments to Seller

9.2. Seller will pay all taxes incurred while performing Services, including all applicable income taxes and, if Seller is not a corporation, self-employment FICA, Social Security and/or Medicare taxes.

9.2.1. Seller will provide Buyer proof of such payments within a reasonable timeframe when requested to do so.



10. Fringe benefits

10.1. Seller understands that neither Seller nor its Personnel are eligible to participate in any employee plans provided by the Buyer, including but not limited to, health insurance, vacation pay, sick pay, life insurance, disability, profit sharing, retirement benefits or other benefits.

10.2. If Seller is subsequently classified by the IRS as a common law employee of Buyer, Seller expressly waives his or her rights to any benefits to which it was, or might have become, entitled.

11. Workers Compensation

11.1. Buyer will not obtain workers' compensation insurance on behalf of Buyer or its Personnel.

11.2. Seller will provide its Personnel with workers' compensation insurance to the extent required by law.

11.3. Seller will provide Buyer, within a reasonable timeframe, with a copy of the certificate of workers compensation insurance, when requested to do so.

11.4. Seller shall maintain in force workers' compensation insurance that meets the following minimum criteria:

11.4.1. Statutory limits required by Seller's state of domicile and the statutory limits for the state(s) in which any Services are being performed.

11.4.2. If Seller has employees, Seller shall maintain, during the term of the Order, employer's liability coverage with minimum limits of liability of \$1,000,000 per accident for bodily injury by accident and \$1,000,000 for each employee for bodily injury by disease.

12. Unemployment Compensation

12.1. Buyer will not make federal, state, or local unemployment compensation payments on behalf of Seller or its Personnel.

12.2. Seller will not be entitled to unemployment compensation benefits in connection with work performed through this Order.

13. Insurance.

13.1. Buyer will not provide any insurance coverage of any kind for Seller or its Personnel.

13.2. Seller will maintain insurance policies that protect the Buyer and Buyer's Client from any Losses resulting from conduct, acts, errors, or omissions of Seller and its Personnel.

13.3. Seller will maintain insurance policies that meet the following minimum requirements:

13.3.1. Commercial general liability

13.3.1.1. General aggregate limit of \$2,000,000

13.3.1.2. Professional errors and omissions aggregate limit of \$2,000,000

13.3.1.3. Personal & advertising injury limit of \$1,000,000

13.3.1.4. Each occurrence limit of \$1,000,000

13.3.2. Automobile Liability

13.3.2.1. Coverage for all vehicles used to Provide Services for no less than \$1,000,000 combined single limit

13.4. All insurance policies must be sufficient to protect and indemnify the Buyer, its Clients, and their respective Personnel.

13.5. All insurance policies are to be purchased from insurance carriers licensed in the state where the Seller business entity is registered and have the following ratings:

13.5.1. A.M. Best Rating of A-

13.5.2. A.M. Best Financial Size category of Class VII

13.6. The Buyer and its Clients shall be listed as additional insured under such policy upon the Buyer's request.

13.7. Certificates of insurance will indicate that such insurance policies may not be canceled or renewed before the expiration of a thirty-day notification period.



13.8. The Seller shall immediately notify the Buyer in writing of any cancellations or terminations to insurance policies.

13.9. Seller shall forward a certificate of insurance and/or declaration pages verifying such insurance upon the Buyer's written request.

14. Order Modification

14.1. Either party may terminate an Order without cause, by providing the other party with written Notice, at least 30 days in advance.

14.2. Orders may be terminated by the Buyer with cause and immediate effect, at any time, based on any of the following reasons:

14.2.1. material breach by Seller

14.2.2. violation of the Buyer's Values and Expected Behaviors referenced in Article 3.

14.2.3. Sellers failure, refusal, or inability to perform Services, responsibilities, and/or duties described in the Order.

14.2.4. Failure to achieve performance objectives described in the Engagement Agreement.

14.2.5. The termination of associated contract with Buyer's Client.

14.2.6. The Order will terminate immediately upon Seller's death.

14.3. Following termination of an Order by the Buyer with cause, the Buyer may invalidate outstanding and pending invoices for Services rendered by Seller, as determined by the Buyer in its sole and absolute discretion.

14.4. Following termination of an Order by either party without cause, all obligations of the Buyer to the Seller will terminate except for payment of unpaid fees and reimbursement of approved expenses. Seller will have no further rights to any fees, access to facilities of Buyer or Buyer's Clients, or any other right granted in the Order.

14.5. Following termination of an Order, with or without cause, Seller will deliver, at Seller's expense, to the Buyer all of the following within three (3) business days:

14.5.1. Hardware

14.5.2. Software, including permanent deletion from Seller's computers, servers, and systems.

14.5.3. Tools

14.5.4. Equipment

14.5.5. other materials provided by the Buyer for Buyer's use

14.5.6. all materials, documents, and copies of materials in Seller's possession relating to Buyer's business, using commercially reasonable efforts, including but not limited to confidential and proprietary information

14.6. If Seller terminates Order without complying with written Notice requirements stated above:

14.6.1. Seller acknowledges and agrees that the Buyer will incur direct and indirect costs that are difficult or impossible to quantify, including, but not limited to, damages resulting from the Buyer's inability to timely secure qualified and comparable replacement Services and damage to Buyer's reputation with Buyer's Client.

14.6.2. Seller agrees to pay the Buyer One Thousand Dollars (\$1,000) for every day, up to thirty (30) days, for which the termination was not preceded by written Notice required above.

14.6.3. The Seller acknowledges and agrees that the liquidated damages provided are a reasonable approximation of actual damages and are not a penalty.

14.6.4. Seller hereby authorizes the Buyer to deduct such liquidated damages from any amounts owed by the Buyer to the Seller or to otherwise recover such liquidated damages.



15. Survival

15.1. Provisions contained in these Terms that by their sense and context are intended to survive completion of performance, expiration, termination, or cancellation of this Order, including without limitation, indemnity, limitation of liability, and confidentiality, will so survive.

16. Exclusive Agreement Understanding

16.1. These Terms, including any mutually agreed Engagement Agreements, disclosures, articles and addendums, are the entire Agreement and understanding of the Parties. The Terms supersedes all prior Agreements, arrangements and understandings related to the subject matter included.

17. Modifying the Terms

17.1. These Terms and all Engagement Agreements may be modified only by a written Agreement signed by both Parties. The Parties will have no obligation to comply with any change until the Parties have agreed to the change in writing.

18. Confidentiality

18.1. Seller acknowledges that it will be necessary for Buyer to disclose certain confidential and proprietary information to Seller in order for Seller to perform Services.

18.2. Seller acknowledges that any disclosure to any third party or any misuse of this confidential or proprietary information would irreparably harm Buyer.

18.3. Seller will not disclose or use, either during or after the term of this Order, any confidential or proprietary information of Buyer without Buyer's prior written permission in each instance, except to the extent necessary to perform Services on Buyer's behalf.

18.4. Confidential or proprietary information includes:

18.4.1. the written, printed, graphic, or electronically recorded materials furnished by Buyer for Seller to use.

18.4.2. business or marketing plans or strategies, Client lists, operating procedures, trade secrets, design formulas, know-how and processes, computer programs and inventories, discoveries and improvements of any kind, sales projections, and pricing information

18.4.3. information belonging to Buyer Clients and suppliers about which Seller gained knowledge as a result of Seller's Services to Buyer

18.4.4. any written or tangible information stamped "confidential," "proprietary," or with a similar identifier.

18.4.5. any information that Company makes reasonable efforts to maintain the secrecy of.

18.5. Seller will not be restricted in using any material which is publicly available, already in Seller's possession prior to commencement of Seller's provision of Services to Buyer, known to Seller without restriction, or is rightfully obtained by Seller from sources other than Buyer.

18.6. Any confidential or proprietary information created or developed by Buyer and/or Seller in connection with the Services provided in this Order shall be subject to the terms and conditions of this section.

18.7. Seller shall notify the Buyer immediately in the event Seller becomes aware of any loss or disclosure of any confidential or proprietary information.

18.8. Nothing herein shall be construed to prevent disclosure of confidential or proprietary information as may be required by applicable Law, or pursuant to the valid order of a court of competent jurisdiction or an authorized government agency, provided that the disclosure does not exceed the extent of disclosure required by such Law or order. Seller agrees to provide written Notice of any such order to the Buyer within one (1) business day of receiving such order and sufficiently in advance of making any disclosure to permit the Buyer to contest the order or seek confidentiality protections, as determined in the Buyer's sole discretion.



19. Notice of Immunity from Liability

19.1. Seller is hereby notified in accordance with the Defend Trade Secrets Act of 2016 (18 U.S.C. § 1833(b)) that it will not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that:

19.1.1. is made in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney; and that is solely for the purpose of reporting or investigating a suspected violation of law; or

19.1.2. is made in a complaint or other document that is filed under seal in a lawsuit or other proceeding.

19.2. Seller is further notified that if it files a lawsuit against the Buyer for retaliating against the Seller for reporting a suspected violation of law, Seller may disclose the Buyer's trade secrets to its attorney and use the trade secret information in the court proceeding, as long as Seller:

19.2.1. files any document containing the trade secret under seal; and

19.2.2. does not disclose the trade secret, except pursuant to court order.

20. Resolving Disputes

20.1. If a dispute arises under this Terms of this Order, any party may take the matter to court.

20.2. If any court action is necessary to enforce the Terms, the prevailing party will be entitled to reasonable attorneys' fees, costs, and expenses in addition to any other relief to which the party may be entitled.

21. Applicable Law and Jurisdiction

21.1. The Terms of the Order will be governed by the Laws of the State of Michigan

21.2. Any disputes arising from the Terms of the Order must be handled exclusively in the federal and state courts located in Wayne County, Michigan.

22. Notices

22.1. All Notices and other communications concerning the Terms of the Order ("Notice") will be in writing and delivered by email to the address listed on the Order.

22.2. A Notice will be effective upon receipt provided that a duplicate copy of the Notice is promptly given by first class mail or the recipient delivers a written confirmation of receipt.

22.3. A Notice will be sent to the other Party with a minimum of thirty (30) days advanced Notice for any Changes to any contact or banking information provided in the Engagement Agreement.

23. No Partnership

23.1. These Terms do not create a partnership relationship. Seller does not have authority to enter into contracts on Buyer's behalf.

24. Assignment and Delegation

24.1. Seller may not assign or subcontract any rights or delegate any of its duties under the Order without Buyer's prior written approval.

25. Electronic or Digital Signatures

25.1. These Terms and all Engagement Agreements, disclosures, articles and addendums may be signed by electronic or digital signature.

26. Intellectual Property Rights.

26.1. The Buyer is and will be the sole and exclusive owner of all right, title, and interest related to Services completed in Engagement Agreements, including, without limitation, all Intellectual Property Rights therein.

26.1.1. Seller acknowledges and agrees that its Services are deemed a "work made for hire" for the Buyer as defined in 17 U.S.C. § 101 and all copyrights therein automatically and immediately vest in the Buyer.



26.1.2. If any Work Product does not constitute a "work made for hire," Seller hereby irrevocably assigns to the Buyer, for no additional consideration, Seller's entire right, title, and interest related to Services completed in Engagement Agreements, including, without limitation, all Intellectual Property Rights therein.

26.1.3. Seller shall make written disclosure within reasonable timing to the Buyer of any inventions or processes, as such terms are defined in 35 U.S.C. §, whether or not such inventions or processes are patentable or protected as trade secrets when made or conceived during Services provided in Engagement Agreements.

26.1.3.1. Seller shall not disclose to any third party the nature or details of any such inventions or processes without the prior written consent of the Buyer.

26.1.4. Any patent application for or application for registration of any Intellectual Property Rights relating to ideas made or conceived during Services provided to the Buyer will belong to the Buyer, and Seller hereby assigns to the Buyer, for no additional consideration, Seller's entire right, title, and interest in and to such application, all intellectual Property Rights disclosed or claimed therein, and any patent or registration issuing or resulting therefrom.

26.2. Upon request of the Buyer, during and after the Term of this Order, Seller shall promptly take such further actions and provide further cooperation as may be necessary to assist the Buyer to apply for, prosecute, register, maintain, perfect, record, or enforce its rights for all Intellectual Property Rights relating to Services provided by the Seller to the Buyer.

26.2.1. In the event the Buyer is unable, after reasonable effort, to obtain Seller's signature on any such documents, Seller hereby irrevocably designates and appoints the Buyer as Buyer's agent and attorney-in-fact, to act for and on Seller's behalf to execute and do all lawfully permitted acts to further the prosecution and issuance of patents, copyrights, or other intellectual property protection related to the Services provided by the Seller to the Buyer.

26.2.1.1. Seller agrees that this power of attorney is coupled with an interest.

26.3. Seller hereby grants to the Buyer an irrevocable, worldwide, perpetual, royalty-free, non-exclusive license to use, publish, reproduce, perform, display, distribute copies of, and prepare derivative works relating to Services provided by the Seller to the Buyer.

26.3.1. The Buyer may assign, transfer, and sublicense through multiple tiers such rights to others without Seller's approval.

26.4. Seller has no right or license to use, publish, reproduce, prepare derivative works based upon, distribute, perform, or display any Buyer Materials or Client Materials except solely during the Term to the extent necessary to perform Seller's Services without prior written consent from the Buyer.

26.5. The Seller agrees that all rights, including, without limitation, all intellectual and other proprietary rights, in and to any reports, materials, data, or information, including all computer programs in source code or object code, and documentation related thereto, which have been provided by the Buyer to the Seller in connections with the performance of any Services and the delivery of any deliverables are owned and shall continue to be owned by Buyer and/or its licensors.

26.6. All Work Product is and shall be Seller's original work, except for material in the public domain, provided by the Buyer, or provided by the Buyer's Client, and does not and will not violate or infringe upon the intellectual property right or any other right whatsoever of any person, firm, corporation, or other entity.

27. Competition, Solicitation, and Effect

27.1. Seller understands and acknowledges that:

27.1.1. the Buyer's relationships with its Clients is of great competitive value;

27.1.2. the Buyer has invested and continues to invest substantial resources in developing and preserving its Client relationships and goodwill



27.1.3. the loss of any such Client relationship or goodwill will cause significant and irreparable harm to the Buyer.

27.2. Seller agrees, during the Term of the Order and for a period of two (2) years after the completion of the Order:

27.2.1. To not directly or indirectly solicit, market, endorse, contact, attempt to solicit, communicate with – using any form of oral, written document, email, telephone, fax, instant message, or social media – or meet with any Buyer Client for purposes of offering or accepting goods or Services similar to or competitive with those offered by the Buyer.

27.2.2. To not become employed or engaged as an independent contractor by any Buyer Client.

This restriction shall only apply to:

27.2.2.1. all Buyer Clients or prospective Clients the Buyer Serviced, solicited, or contacted in any way by Seller during the Order.

27.2.2.2. any Buyer's Client about whom Seller has Confidential Information.

27.2.3. To not, directly or indirectly, take any action or assist any third party in the reduction of, interference with, or disruption of Buyer business activities including, without limitation, employing, contracting, hiring, retaining or engaging to offer any Personnel, contractor, or consultant of the Buyer.

27.3. At no time during the term of the Order or thereafter may Seller, directly or indirectly, disparage the commercial, business, or financial reputation of Buyer.

27.4. Seller may be engaged or employed in any other business, trade, profession, or other activity that does not place Seller in a conflict of interest with the Buyer.

27.5. The Competition and Solicitation Terms will not apply where the Seller has a documented business relationship with a Buyer Client prior to performing Services for the Buyer at a location of the Buyer's Client. This relationship must be documented by Written Notice from Seller to Buyer prior to Offer and Acceptance of Order.

27.6. If Seller becomes an employee or independent contractor of any Buyer Client not documented per Section 27.5 above during the performance of Services or the two (2) years after the completion of the Order, without prior written consent of the Buyer, the Seller agrees to:

27.6.1. pay to the Buyer as liquidated damages an amount equal to the amount of revenue invoiced by the Buyer to such Buyer Client for the Services during the completion of this Order, divided by the number of days that Seller performed Services through this Order for such Client, multiplied by 365.

27.6.2. Recognize that actual damages are difficult or impossible to determine. Seller acknowledges and agrees that the liquidated damages provided are a reasonable approximation of actual damages and are not a penalty.

27.7. If the Seller breaches any portion of the Competition, Solicitation, and Effect Term except for becoming an employee or independent contractor of any Buyer Client, the Seller agrees to the following:

27.7.1. acknowledges and agrees that monetary damages would not be an adequate remedy to compensate Buyer for any breach of the Seller's obligations under the Competition, Solicitation, and Effect Term.

27.7.2. in addition to all other remedies available to the Buyer under this Term, in law, or in equity, Buyer shall be entitled to obtain relief by way of a temporary or permanent injunction to enforce such obligations.

28. Indemnification

28.1. To the fullest extent permitted by law, Seller shall defend, indemnify, and hold harmless the Buyer and its Personnel ("Indemnified Parties") from and against all Losses, damages, liabilities, deficiencies, actions, judgments, interest, awards, penalties, fines, costs, reasonable attorneys' fees,



disbursements, or other expenses (collectively “Losses”) arising out of any third party Claims, demands, proceedings, suits, or causes of actions of any kind (collectively, “Claims”) that may result from or arise out of:

28.2. bodily injury, death, or sickness of any person, including but not limited to, Seller and Client Personnel.

28.3. damage to real or tangible personal property resulting from Seller’s acts or omissions.

28.3.1. Seller’s breach of any representation, warranty, or obligation under these Terms.

28.3.2. Seller’s violation of applicable federal, state, or local law.

28.3.3. Fines and/or penalties imposed upon self-employed individuals arising from payments made to Seller through this Order or in regard to Seller’s status as an independent contractor.

28.4. Indemnity will be effective regardless of whether the Claim or Loss is alleged to have been caused in some part by an Indemnified Party.

28.5. Seller waives the right of its insurance company to subrogate against any of the Indemnified Parties, regarding any Claims they or their insurers may have paid.

28.6. The Buyer will provide written Notice of any Claims involving Seller within a reasonable timeframe.

28.7. The Buyer will have the right, but not the obligation, to control the defense and/or settlement of any Claim in which it is a party.

28.8. Seller will have the right to participate in any defense of a claim against the Buyer with counsel of Seller’s choice at Seller’s own expense.

28.8.1. If Buyer directs Seller to control the defense and/or settlement of any such claim, then:

28.8.1.1. Seller’s counsel will be subject to reasonable prior approval of the Buyer

28.8.1.2. Seller will not have the right to settle any such claim without prior written consent by the Buyer.

28.8.2. If Buyer elects to control the defense and/or settlement of any such claim, then Buyer will obtain Seller’s written consent before entering any settlement which adversely affects Seller in any material respect. This restriction will not apply to Buyer if Seller has failed to fulfill Seller’s indemnification obligations to date under these Terms.

28.9. Buyer and Seller will not will unreasonably withhold or delay consent to each other as part of the terms of Indemnification.

28.10. The Buyer may satisfy indemnity or any other amounts owed by Seller to the Buyer, in whole or in part, by way of deduction from any payment due to Seller.

29. Limitation of Liability

29.1. Except as provided below, in no event shall either Party be liable for special, indirect, incidental, punitive, or consequential damages, or any claim against the other party by any third party, however caused, even if such damages are foreseeable or the other Party has been advised of the possibility of such damages.

29.1.1. This limitation includes, but is not limited to, damages or frustration of economic or business expectations, loss of profits, loss of data, cost of capital, cost of substitute products/facilities/Services, and cost of downtime

29.1.2. Limitation of Liability will not apply with respect to each Party’s obligation under the sections of these Terms applying to Confidentiality, Indemnity, Competition and Solicitation

29.1.3. Limitation of Liability will not apply in the event that Seller terminates an Order without complying with the written Notice required pursuant to Modifying an Order.

29.2. Except for money due upon an open account, a breach by either Party with respect to the other Party’s confidential information and Seller’s indemnity obligations, no action will be brought for any breach of these Terms more than one (1) year after the accrual of such cause of action except if a shorter limitation period is provided by applicable law.



30. Excuse

30.1. Neither Seller, nor any of its affiliates, will be liable for any delay, failure to perform, loss, or liability due to any cause beyond its reasonable control. Causes include, but are not limited to, events of national emergency, strikes, lockouts or other labor disputes, war, criminal acts, acts of terrorism, acts of God, acts of third parties, interruptions of all avenues of transportation, materials or facilities, or delay or failure of any supplier critical to the delivery of Products.

31. Compliance with Laws

31.1. Each Party will always conduct their efforts under the Terms of this Order in strict accordance with all applicable Federal, state and local statutes, Laws, regulations, rules, ordinances and judicial or governmental agency orders ("Laws") and with the highest commercial standards, including, but not limited to, antitrust, government security, social security, equal employment opportunity, non-discrimination, unemployment and workers' compensation Laws, and tax withholding requirements.

31.2. Each Party agrees to promptly comply with any Notices received regarding compliance with any Laws. Neither the execution and delivery of Services by Seller, nor the consummation by the Seller of the transactions contemplated hereby will constitute a violation of, or be in conflict with, or constitute or create a default under:

31.2.1. any Agreement or commitment to which Seller or any of its Affiliates is a party or by which Seller, any of its Affiliates or their respective properties is bound, or to which Seller, any of its Affiliates or any of their respective properties is subject

31.2.2. any statute or any judgment, decree, order, regulation, or rule of any court or governmental authority.

32. Severability

32.1. If any provision or any part of provision of these Terms will be invalid or unenforceable, such invalidity or unenforceability will not invalidate or render unenforceable any other portion of these Terms.

33. Third Party Beneficiaries.

33.1. The Terms entered into for this Order are solely for the benefit of the Parties hereto, and no provision of these terms will be deemed to confer upon third parties any remedy, claim, liability, cause of action or other right or obligation more than those existing without reference to these Terms.

34. Headings.

34.1. The article, section and paragraph headings contained in these Terms are for reference purposes only and will not affect in any way the meaning or interpretation of these Terms.

35. Representations and Warranties

35.1. Seller represents and warrants to the Buyer that:

35.1.1. Seller has ability, skill, experience, and qualifications to fully perform all of Seller's obligations in these Terms.

35.1.2. Seller's performance of Services does not and will not conflict with or result in any breach or default under any other Agreement to which Seller is subject.

35.1.4. Seller has the required hardware, software, computers, servers, systems, tools, equipment, and other materials to perform the Services Ordered.

35.1.5. Seller shall perform all Services in a professional and workmanlike manner in accordance with best industry standards for similar Services.

35.1.6. Seller shall devote sufficient resources to ensure that the Services are performed in a timely, efficient and reliable manner.

35.1.7. The Seller will receive good and valid title to all Work Product, free and clear of all encumbrances and liens of any kind.

35.1.8. There are no circumstances or issues regarding Seller's finances or other personal issues or limitations that would materially interfere with Seller's provision of Services, including, without



limitation, the ability to rent a vehicle under Seller's name, purchase a plane ticket, secure a hotel room or other accommodations, and other actions that could be required to conduct business as an independent contractor.

35.1.9. Seller has proficient knowledge and skills related to using Microsoft Office applications and can use such knowledge and skills to produce articulate and professional documents, presentations, and spreadsheets as needed to complete Services described in Engagement Agreements.

35.1.10. The Seller agrees that it shall have and maintain, during performance of Services, written Agreements with all its Personnel engaged in performing Services for the Buyer, granting the subcontractor rights sufficient to support all performance and grants of rights by the Seller. Seller shall require its Personnel to execute written Agreements containing obligations of confidentiality and non-use and assignment of inventions and other work product consistent with the provisions of this Section prior to such Personnel providing any Services

35.1.11. The Seller agrees to keep records relating to provision of its Services and make such records available to the Buyer in a reasonable time frame when requested to do so.

35.1.11.1. The Seller agrees not to disclose such records to any third parties without the prior written consent of Buyer.

35.2. Seller shall immediately notify the Buyer if Seller can no longer make the representations and warranties listed above.

35.3. The Buyer hereby represents and warrants to Seller that:

35.3.1. it has the full right, power, and authority to honor the Terms of this Order and to perform its obligations herein.



Article 1 - Buyer Engagement Agreement

This Engagement Agreement, once fully executed, will be governed by the terms of that certain Service Contract (the "Agreement") effective as of _____ and between:

STRATEGIC MANUFACTURING SOLUTIONS LLC, a Michigan limited liability company (the "Company")

And

_____, a State of _____ ("Contractor"),
having a Taxpayer ID# of _____

If there is any conflict or inconsistency between the terms of the Agreement and the terms of this Engagement Agreement, the terms of the Agreement will control. Capitalized terms used herein without definition will have the meanings set forth in the Agreement.

Description of Services

The Company Engages the Contractor to perform the following Services, responsibilities, deliverables, and/or Activities:

-
- Additional Services as Company may request and the Parties mutually agree in writing from time to time.

Fees

Contractor will be entitled to payment of the following Fees. The Parties will not revise these Fees unless mutually agreed otherwise in writing.

- \$xxx/hour for the first 40 hours of billable time per week
- \$xxx/hour for all additional billable hours per week
- \$xxx/hour for all travel time

Expenses

Contractor will be reimbursed for the following expenses incurred in the performance of Services pursuant to this Agreement.

- Weekly Round trip airfare between home location and locations assigned by Company
- Lessor of airport parking fees or taxi service to/from airport
- Rental Car fees from airport to, in, and around Client location: Intermediate, Mid-size, Standard Class or lower.
- Personal Mileage, per GSA guidelines
- Rental car fuel
- Hotel within 20 mile radius of work location, per GSA guidelines
- Meals & Incidental expenses per US GSA guidelines for Client location

Representations and Warranties

1.1. Contractor represents and warrants to the Company that:

1.1.1. Its assigned representative, per section 1.3 of the Agreement is:

1.1.2. Contractor will provide written updates using company formats regarding the status of its Services being provided on the following basis:

- Weekly
- Bi-weekly
- Monthly
- As directed
- Not required
- Other: _____



- 1.1.3. Contractor will provide a written report within seven business days after Notice of Termination of this Engagement Agreement summarizing the Services performed throughout the Engagement Agreement in a format provided by the Company
- 1.1.4. All fees will follow the invoice schedule defined below:
- Weekly, with the first day of a week starting each Sunday
 - Weekly, with the first day of a week starting each Monday
 - Monthly, with the first day of a month being the 1st calendar day of the month
 - Monthly, with the first day of a month being the ____ calendar day of the month
- 1.1.5. Contractor will submit all invoices by the close of the business day Monday, and on a weekly basis, to the email address _____.
- 1.1.6. With reference to section 27.5.2 of the Agreement, the Contractor declares the following new business relationships since the prior Business Relationship Disclosure:
- None
 - See attached Business Relationship Disclosure(s), Quantity: _____
- 1.1.7. Contractor would like invoice payments to be deposited into the following account:
- Existing account on record
 - New account
- Bank Name: _____
- Account Type: _____
- Routing Number: _____
- Account Number: _____
- For accounts outside the United States of America:
- SWIFT Number: _____
- 1.1.8. Contractor is performing any portion of the Services outside of the United States of America?
- Yes
 - No
- 1.1.9. Contractor is utilizing the following resources to fulfill the description of Services for this Engagement Agreement:
- Self
 - Employee(s) with the following name(s):

 - Subcontractor, as noted below:
_____, a State of _____
_____, having a place of business at:

- Street Address



City State Zip Code Country

Taxpayer ID#

1.2. Company represents and warrants to the Contractor that:

1.2.1. Its assigned representative, per section 1.3 of the Agreement is:

1.2.2. Location of Contractor Services is:

1.2.3. Contractor has ability to access Protected Health Information (PHI) or Personally Identifiable Information (PII):

Yes

No

1.2.4. Contractor has ability to access regulated/sensitive corporate data?

Yes

No

1.2.5. Contractor is expected to track or collect data?

Yes

No

1.2.6. It is required that any portion of the Services be performed outside of the US?

Yes

No

Terms

1. This Engagement Agreement will become effective on the date of last signature executed and, will remain in full force and effect until terminated.
2. Any Notice of Termination of this Engagement Agreement will be deemed the equivalent of a Notice to quit or Notice to vacate premises, and Contractor and its Personnel hereby waives all applicable Notice requirements provided or imposed by applicable Laws, ordinances, and the like.
3. This Engagement Agreement can be terminated per the same terms and conditions as specified in the Agreement.

In witness whereof, the parties below have caused this Agreement to be duly executed and delivered as of the date of last signature set forth below,

Company:

Contractor:

Signature

Signature

Name

Name

Title

Title

Date

Date



Article 2 - Addendum to Engagement Agreement

This Addendum to Engagement Agreement, once fully executed, will be governed by the terms of that certain Agreement effective as of _____ and between:

Between:

STRATEGIC MANUFACTURING SOLUTIONS LLC, a Michigan limited liability company (the "Company")

And:

_____, a State of _____
("Contractor").

The Original Agreement is amended as follows:

All provisions of the Original Agreement, except as modified by this Addendum, remain in full force and effect and are reaffirmed. If there is any conflict between this Addendum and any provision of the Original Agreement, the provisions of this Addendum will control.

In witness whereof, the parties below have caused this Agreement to be duly executed and delivered as of the date of last signature set forth below,

Company:

Contractor:

Signature

Signature

Name

Name

Title

Title

Date

Date



Article 3 – Reference Documents Related to the Agreement

Company's Values and Expected Behaviors can be read in its entirety on the Company website:

<https://strategicmanufacturingsolutions.com/our-values/>

Company Travel Policy (including Expense report template) can be read in its entirety at the Company website:

<https://strategicmanufacturingsolutions.com/20230710-travel-policy/>