

ATTACHMENT 2 TERMS AND CONDITIONS

Consultant and Creative Associates International, Inc. ("Creative" or "Company") enter into the following agreement ("Agreement"):

1. Services and Payment. Consultant agrees to perform the services, as defined and incorporated herein by reference as Attachment 1 – Scope of Work ("Services"), in accordance with the terms and conditions of this Agreement including all referenced attachments. As the only consideration due Consultant regarding the subject matter of this Agreement, Creative will pay Consultant in accordance with Attachment 1, Scope of Work. Under no circumstances shall Consultant receive more than the original value of this Agreement absent a duly authorized modification.

Subject to satisfactory performance, the conditions contained herein and Attachment 1, consulting fees and reimbursements will be paid on a monthly basis and/or as deliverables are completed or milestones achieved. Payment shall be made upon receipt of a properly completed request for payment, which must be approved by Creative Monitor, identified in Attachment 1. All Consultant payments due will be issued within 30 days after receipt of a payment request, subject to the acceptance of performance and/or deliverables. Creative reserves the right to deny payment for any unauthorized work and/or unauthorized costs incurred by Consultant. Payments for partial performance/deliverables shall not be made unless explicitly authorized by Creative.

Payments will be sent to the bank account provided by the Consultant in the first invoice. The bank account information must include:

- Bank name
- Address
- Account name
- Account #
- Bank ABA #
- SWIFT

If this Agreement involves travel, Consultant is required to submit documentation/receipts for reimbursable travel expenses to Company promptly upon completion of the travel assignment and/or completion of the Agreement, as appropriate. Reimbursement of travel, per diem and related expenses will not be made without submission by Consultant and approval by Company of accurate, complete, and documented invoice for travel and/or other direct costs (ODC) expenses. No costs will be reimbursed without valid receipts or equivalent documentation.

2. Ownership; Rights; Confidential Information; Information Security
 - a) It is understood that the services rendered and the materials produced by Consultant are considered "work made for hire" or otherwise shall become Creative's property and, therefore, Creative will retain all rights in and to such materials. Creative shall own all right, title and interest (including patent rights, copyrights, trade secret rights, mask work rights; trademark rights; *sui generis* database rights and all other intellectual and industrial property rights of any sort throughout the world) relating to any and all inventions (whether or not patentable), works

of authorship, mask works, designation, designs, know-how, ideas and information made or conceived or reduced to practice, in whole or in part, by Consultant in connection with Services.

Consultant hereby makes all assignments necessary to accomplish the foregoing ownership. Consultant shall further assist Creative, at Creative's expense, to further evidence, record, and perfect, obtain, maintain, enforce, and defend any rights assigned. Consultant hereby irrevocably designates and appoints Creative as its agents and attorneys-in-fact to act for and on Consultant's behalf to execute and file any document and to do all other lawfully permitted acts to further the foregoing with the same legal force and effect as if executed by Consultant.

To the extent allowed by law, any license to Creative hereunder includes all rights of paternity, integrity, disclosure and withdrawal and any other rights that may be known as or referred to as "moral rights," "artist's rights," "droit moral," or the like. To the extent any of the foregoing is ineffective under applicable law, Consultant hereby provides any and all ratifications and consents necessary to accomplish the purposes of the foregoing to the extent possible. Consultant will confirm any such ratifications and consents from time to time as requested by Creative. If any other person provides any Services, inventions or works, Consultant will obtain the foregoing ratifications, consents and authorizations from such person for Creative's exclusive benefit.

- b) Consultant agrees that all information Consultant develops, learns or obtains in connection with Services or that are received by or for Creative in confidence, constitute "Confidential Information" (defined as any and all information about Creative or its Customers, including without limitation, information about Creative's or its Customers' business, plans, formulas, sales, branding and marketing strategy, technology, know-how, processes, knowledge, intellectual property, ideas, trade secrets, research and development, pricing policies, customer lists/customer prospect lists, vendor relationships and agreements, employees, products, projects, properties, processes and procedures, financial condition and performance and documents). "Confidential Information" also includes information of third parties that Creative is required to treat as confidential. Consultant will hold in confidence and not disclose or, except in performing the Services, use any Confidential Information. However, Consultant shall not be obligated under this section with respect to information Consultant can document is or becomes readily publicly available without restriction through no fault of Consultant. Upon termination and as otherwise requested by Creative, Consultant will promptly return to Creative all items and copies containing or embodying Confidential Information, including all files, records, documents, blueprints, specifications, information, letters, notes, media lists, original artwork/creative work, notebooks, and similar items relating to the business of Creative, except that Consultant may keep its personal copies of its compensation records and this Agreement. Consultant shall at all times preserve the confidential nature of Consultant's relationship to Creative and of the services, inventions or works hereunder.
- c) As additional protection for Confidential Information, Consultant agrees that for the duration of this Agreement and for one year thereafter, Consultant will not, directly or indirectly, hire, solicit, or encourage to leave Creative's employment, any employee of Creative.
- d) Furthermore, if Consultant works on Creative's response to a certain RFA, RFP, NOFO or APS, or other such document, Consultant shall not work on any other organization's response to the same RFA, RFP, NOFO or APS or other document.

- e) The parties acknowledge and agree that, on breach of any portion of this Section 2 by Consultant, Creative will be irreparably harmed. The parties agree that such harm to Creative may be difficult to measure in terms of compensatory damages and, therefore, in any legal proceeding, the parties agree that Creative shall be entitled to restraining orders and/or injunctions (a) to stop any actual or impending breach of this provision of this Agreement; and/or (b) to regain possession or control of Confidential Information. If Consultant breaches its duties regarding the Confidential Information, Creative may immediately terminate this Agreement without liability, may bring an appropriate legal action to enjoin such breach, and shall be entitled to recover from Consultant reasonable legal fees and costs in addition to other appropriate relief.
 - f) If any part of the Services, inventions or work is based on, incorporates, or is an improvement or derivative of, or cannot be reasonably and fully made, used, reproduced, distributed and otherwise exploited without using or violating technology or intellectual property rights owned or licensed by Consultant and not assigned hereunder, Consultant hereby grants Creative and its successors a perpetual, irrevocable, worldwide royalty-free, non-exclusive, sub-licensable right and license to exploit and exercise all such technology and intellectual property rights in support of Creative's exercise or exploitation of the Services, inventions or other work performed hereunder, or any assigned rights (including any modifications, improvements and derivatives of any of them).
 - g) Consultant agrees to safeguard all classified matters in conformity with the provisions of applicable Federal Statutes, Executive Orders, and Regulations, including the Department of the Defense security requirements, to execute such papers as may reasonably be necessary or appropriate in connection therewith. Creative agrees to notify the Consultant of the security classification of any materials made available.
 - h) Nothing in this Agreement shall restrict Consultant in any manner from providing its own similar consulting services for other businesses.
3. Termination. This Agreement may be terminated by mutual agreement of the parties or by either Party for the following reasons:
- a) **By Consultant.** Consultant may, without cause, terminate this Agreement with not less than thirty (30) days written notice, hand delivered or sent to Creative.
 - b) **By Creative.** This Agreement, in whole or part, at any time prior to the scheduled termination or completion date, upon written notice, by the designated representative(s) of Creative for:
 - i. Termination for Cause. This Agreement may be terminated for cause, which shall be effective upon delivery of notice to Consultant's place of residence or place of business. **For the purposes of this subsection, cause shall mean Consultant's misconduct, including failure to comply with Creative's code of conduct, as well as failure to provide contracted services, commission of any unlawful act, or other reasons within the control of the Consultant.** Under termination for reasons stated in this subsection, Creative shall determine the amount of Consultant's fee, if any, that is payable for those services;

- ii. Termination for Convenience. This Agreement may be terminated for convenience, which shall be effective upon Consultant's receipt of notice of termination. For purposes of this subsection, convenience shall mean:
- the discontinuance of Creative client funding,
 - events causing an impossibility or impracticability of performance, or
 - other changes in Creative's program direction.

For termination for reasons stated in this subsection, Consultant shall be reimbursed for time worked prior to the date of termination, travel time back to the Consultant's home immediately following termination of activities as directed, and any other related and documented expenses.

- c) Sections 2, 5, 7-9, 13, 14, and 17-22 of this Agreement and any remedies for breach of this Agreement shall survive any termination or expiration of this Agreement.
4. Stop Work. Creative shall retain the right to direct Consultant to suspend work ("stop work") at any time. Such direction must be in writing and shall be effective immediately or other such date as stated in the stop work notice for a period of no more than 30 days after which time Consultant and Creative shall mutually determine whether the work should continue or terminate.
5. Warranty. Consultant warrants that: (i) the Services, inventions or work will be performed in a professional and workmanlike manner and that the Services or any part of this Agreement performed is or will be consistent with any obligation Consultant may have to others; (ii) all services, inventions or work under this Agreement shall be Consultant's original work and none of the Services, inventions or work provided or any development, use, production, distribution or exploitation thereof will infringe, misappropriate or violate any intellectual property or other right of any person or entity (including, without limitation, Consultant); and (iii) Consultant has the full right to allow it to provide Creative with the assignments and rights in Services, inventions or work provided for herein.
6. Independent Contractor.
- a) This Agreement shall not render Consultant a partner, joint venturer, employee, or agent of Creative for any purpose. Neither Party shall bind nor attempt to bind the other to any contract.
- b) Consultant shall have the right to control and determine the time, place, methods, manner and means of performing the Services, unless otherwise stipulated in this Agreement. Creative shall rely on Consultant to put in the necessary number of hours essential to fulfill the requirements of the Agreement. Consultant shall provide all equipment and supplies required to perform the Services, inventions or work.
- c) Consultant may not assign, sub-license, sub-contract, delegate or otherwise transfer or dispose of any of its rights or obligations under this Agreement unless mutually agreed to by Creative and Consultant in writing. Any non-consented-to assignment or delegation, whether express or implied or by operation of law, shall be void and shall constitute a breach and a default by Consultant.
- d) Consultant is solely responsible for paying when due all taxes, including estimated taxes, withholdings, and other statutory or contractual obligations of any sort, including, but not

limited to, Workers' Compensation Insurance. Consultant agrees to defend, indemnify and hold Creative, its clients, officers, employees, agents and assigns, from any and all claims and damages, causes of action and liabilities arising from or in connection with the performance of Consultant's services hereunder.

- e) Creative shall not be responsible for withholding taxes with respect to Consultant's compensation hereunder. Creative will mail Consultant a Form 1099 by the end of January for services rendered during the prior year. Consultant shall have no claim against Creative hereunder or otherwise for employee benefits of any kind or for workers' compensation coverage.
 - f) As applicable, Consultant will be provided with a Creative Associates International unique email address that will allow Consultant to communicate with Creative staff in a closed forum environment. Use of this email address is restricted to the work defined under this Consulting Agreement. Any information exchanged through the use of the email address shall be considered as work for hire and the property of Creative unless otherwise indicated by the Consultant. Any information received by the Consultant through the use of the email address, or links contained therein provided by Creative personnel, shall be considered as Creative proprietary and competition sensitive information and shall not be used or disseminated by the Consultant except as otherwise necessary to perform the work required under the Consulting Agreement. Use of this email address does not alter the nature of Consultant's relationship with Creative, which remains that of an independent contractor and not an employee. Consultant shall not use the Creative provided email address in violation Creative policy H-PR 5.6.8.12 Prohibited Email Usage which prohibits use regarding language or images that are discriminatory, harassing, obscene, abusive, profane, offensive, derogatory, inflammatory, or supports a business enterprise or political activity, as well as engages in any form of criminal or civil violations of law including violations of copyrights, trademarks, trade secrets, or patent rights of any person or organization. Full text of the policy available on request.
7. Assumption of Risk. Consultant accepts for himself/herself, his/her heirs, assignees and legal representatives, responsibility for all risks and hazards arising from or in connection with the Scope of Work. Creative shall in no way be liable for any risks and hazards to Consultant or Consultant's dependents that may result from any cause whatsoever during the period of this Agreement.
8. Travel Insurance. Generally, Consultant shall be responsible for all medical, dental, health, injury and other personal insurance coverage. However, if Consultant's Services requires international travel under a U.S. Government funded contract (Creative's prime contract), Consultant may be eligible for the AIG Travel Guard Program, which provides direct access to prompt assistance in the event of a medical emergency while traveling abroad. Additionally, Consultant may be covered by DBA insurance.
- If applicable, AIG Travel Guard and DBA will be provided to Consultant at no additional cost. Consultant agrees to the requirements and limitations of these insurances, which may include costs for specific use under the AIG Travel Guard coverage.
9. Indemnification. Consultant shall be solely liable for, and shall indemnify and hold harmless Creative and its successors and assigns from any claims, suits, judgments or causes of action initiated by any third Party against Creative where such actions result from or arise out of the services, inventions or

work performed by Consultant under this Agreement. Consultant shall further indemnify, defend and hold harmless Creative and its successors and assigns from and against any and all loss or damage resulting from any misrepresentation, or any non-fulfillment of any representation, responsibility, covenant or agreement on Consultant's part, as well as any and all acts, suits, proceedings, demands, assessments, penalties, judgments of or against Creative relating to or arising out of the activities of Consultant and Consultant shall pay reasonable attorneys' fees, costs and expenses incident thereto. This indemnification shall also include unauthorized use or release of third-Party materials or information.

10. Notices. All notices, demands or other communications required or desired to be given hereunder by any Party under this Agreement shall be in writing, and shall be deemed given when personally delivered, or three days after being sent by prepaid certified or registered US mail or DHL to the address of the Party to be noticed as set forth herein or such other address as such Party last provided to the other by written notice.
11. Waiver. The failure of either Party to enforce its rights under this Agreement at any time for any period shall not be construed as a waiver of such rights. Waiver by one Party hereto of breach of any provision of this Agreement by the other shall not operate or be construed as a continuing waiver.
12. Modifications and Amendments. No changes or modification or waivers to this Agreement will be effective unless in writing and signed by both parties, except as may be signed unilaterally by Creative and accepted by Consultant through continuation of performance.
13. Choice of Law and Choice of Forum. This Agreement shall in all respects be governed, construed, interpreted and enforced under the laws of the District of Columbia, United States of America. Any disputes, claims, actions or proceedings arising out of or related to this Consultant Agreement shall be resolved in a court of competent jurisdiction in the District of Columbia, only. In any action or proceeding to enforce rights under this Agreement, the prevailing Party will be entitled to recover costs and attorney's fees.
14. Corrupt Practices and Gratuities. Consultant represents and warrants that she/he will comply with all applicable local, national, foreign laws and regulations pertaining to performance of obligations under this Agreement and amendment hereto. In particular and without limitation, Consultant shall not act in any fashion or take any action that will render Creative liable for a violation of the U.S. Foreign Corrupt Practices Act ("FCPA"), which prohibits the offering, giving or promising to offer or give, directly or indirectly, money or anything of value to any official of a government, political Party or instrumentality to assist Consultant or Creative in obtaining or retaining business or in carrying out the Services. Additionally, Consultant agrees not to receive or accept any payments or other benefits from any parties associated with the performance of services or work required under this Agreement. Consultant agrees failure to comply with the FCPA and/or receipt of payment or other benefits could compromise the integrity of the work performed and therefore Creative would have the right to terminate this Agreement and request a refund of fees paid for such work.
15. Use of Headings. Headings herein are for convenience of reference only and shall in no way affect interpretation of the Agreement.
16. Code of Conduct. Consultant agrees to perform the work assigned by Creative in a professional, ethical and culturally sensitive manner as well as agrees to perform the work in accordance with

Creative's Supplier Code of Conduct (http://www.creativeassociatesinternational.com/wp-content/uploads/2019/10/Supplier_Code_of_Conduct.pdf). Special attention should be focused on the Whistleblower Protection (and Consultant's responsibility to report fraud, waste and abuse suspicions), Child Protection requirements and Creative's commitment to Combatting Human Trafficking. Failure to adhere to the principles and requirements therein can be cause for termination.

17. Compliance with Law. Performance of services work and all products (including inventions) to be delivered shall be in accordance with any and all applicable regulations: executive orders, Federal, State, municipal, local and host country laws and ordinances, and rules, orders, requirements and regulations.
18. Dual Compensation. Consultant hereby certifies and agrees that receipt of compensation for services, inventions or work to be provided under this Agreement and amendment hereto shall not constitute dual compensation or compensation from sources other than Creative for the same services, inventions or work to be performed by Consultant for Creative.
19. Terrorism E.O. 13224: Consultant **agrees and certifies** that Consultant is not in violation of and will take all necessary actions to comply with Executive Order No. 13224 on Terrorist Financing; blocking and prohibiting transactions with persons who commit, threaten to commit, or support terrorism. (E.O. 13224 text provided and also available at: <http://www.whitehouse.gov/news/releases/2001/09/20010924-1.html>).
20. Other Certifications: Consultant certifies by acceptance of this agreement that Consultant:
 - (i) is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any U.S. Federal Government department or agency;
 - (ii) has not been convicted of a narcotics offense or been engaged in drug trafficking as defined at https://www.ecfr.gov/cgi-bin/text-idx?SID=4ddee54c8075bf4c32c5d2cce66faeb5&mc=true&tpl=/ecfrbrowse/Title22/22cfr140_main_02.tpl nor has been convicted, indicted or currently under indictment of any other crime(s) of violence, fraud or malicious intent;
 - (iii) is not designated as a "specially designated nationals" by the Office of Foreign Asset Control of the U.S. Department of Treasury;
 - (iv) has not been indicted or convicted on charges of terrorism or of providing support to terrorists;
 - (v) hereby acknowledges and agrees to be held to the United States Government policy on Combating Trafficking in Persons prohibiting trafficking in persons including the trafficking-related activities as defined at <https://www.ecfr.gov/>.
 - (vi) is aware of and has been informed of Consultant's rights and remedies in the pilot program on employee whistleblower protections established under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.
21. Conflict of Interest. Prior to commencing work under this Agreement, Consultant shall provide a signed Conflict of Interest Certification or Disclosure Statement required by Creative.
22. Consultant Privacy Notice
Privacy. As a consultancy applicant, you opted to provide personal information, such as name, address, and other identifiers, to Creative. Creative collected this personal information on the lawful basis necessary to fulfill specific steps when selecting qualified candidates for a potential future

contract and to fulfill Creative's legal obligations. As a successful candidate, Creative may further use this information in the normal course of business, processing payments, and providing any necessary information system access. The requested personal information was and remains mandatory as part of this process. Creative will retain your information beyond the length of a contract (if awarded) and until all client and legal obligations have been satisfied.

We respect your privacy rights and provide you with reasonable access to the personal data that you have provided. If you wish to access or amend any personal data we hold about you, you may contact us at any time.

Data Provider. If there are any questions regarding this Privacy Notice, you may contact Creative (Data Controller) using the information below.

Creative Associates International, Inc.
4445 Willard Ave Suite 400
Chevy Chase, MD 20815

You may submit inquiries regarding personal data protection, privacy and security matters to Naseer Ahmad, Information Security Specialist, DataController@creativcdc.com.

23. Dispute Resolution. This Agreement shall be construed and enforced in accordance with the laws of the District of Columbia. Any disputes relating to this Agreement that are not resolved by the mutual agreement of the parties shall be submitted to mediation as mutually agreed by the parties, or alternatively to non-binding arbitration under the rules of the American Arbitration Association to take place in Washington, D.C. Costs of such arbitration shall be shared equally between the parties.
24. Right to Injunction. The parties acknowledge that the services, inventions or work to be rendered by Consultant under this Agreement and the rights and privileges granted to the Company under the Agreement are of a special, unique and unusual character which gives them a peculiar value, the loss of which may not be adequately compensated by monetary damages in any action at law, and the breach of which will cause the Company irreparable harm. Consultant expressly agrees that the Company will be entitled to injunctive and other equitable relief in the event of, or to prevent, a breach of any provision of this Agreement by Consultant, in addition to any other legal remedies.
25. Duty of Care. Consultant acknowledges and accepts that there may be certain risks associated with any domestic or overseas travel required by Creative. Consultant therefore agrees to attend any security briefings that Creative's Security Department/Officer advises are required in connection with this consultancy and to follow all recommendations advised by Creative's Security Department/Officer for mitigating such risks. If there is any provided guidance or content expressed during security briefings that is unclear to Consultant, Consultant agrees to seek immediate clarification from Creative's Security Department/Officer. By signing this Agreement, Consultant understands and agrees that under Creative's Duty of Care Policy, **Consultant is obligated and agrees to follow all security protocols and specific directions provided by Creative's Security Department/Officer. Any violation of the security protocols or disobeying the authority of the Creative's Security Department/Officer, Consultant shall be subject to disciplinary action, from a formal written warning notice up to, and including immediate termination.**

26. Severability. In the event that any provision of this Agreement shall be determined to be illegal or unenforceable, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable.
27. Entire Understanding and Agreement. This Agreement and any exhibit attached constitute the entire understanding and agreement of the parties, and any and all prior agreements, understandings, and representations are hereby terminated and canceled in their entirety and are of no further force and effect. Any copy of this Consultant Agreement will be considered as effective for any purpose as if it were the original.
28. Force Majeure.
- a) Neither Party shall be in breach of its obligations under this Agreement (other than payment obligations) or incur any liability to the other Party for any losses or damages of any nature whatsoever incurred or suffered by that other (otherwise than under any express indemnity in this Agreement) if and to the extent that it is prevented from carrying out those obligations by, or such losses or damages are caused by, a Force Majeure Event except to the extent that the relevant breach of its obligations would have occurred, or the relevant losses or damages would have arisen, even if the Force Majeure Event had not occurred.
 - b) As soon as reasonably practicable following the date of commencement of a Force Majeure Event, and within a reasonable time following the date of termination of a Force Majeure Event, any Party invoking it shall submit to the other Party reasonable proof of the nature of the Force Majeure Event and of its effect upon the performance of the Party's obligations under this Agreement.
 - c) The Parties shall take all reasonable steps within their respective powers to: i) prevent Force Majeure Events affecting the performance of the Party's obligations under this Agreement; ii) mitigate the effect of any Force Majeure Event; and iii) comply with its obligations under this Agreement.

Force Majeure Event" means the occurrence of i) an act of war (whether declared or not), hostilities, invasion, act of foreign enemies, terrorism or civil disorder; ii) acts of nature such as tempest, earthquake or any other natural disaster of overwhelming proportions; or iii) other unforeseeable circumstances beyond the control of the Parties against which it would have been unreasonable for the affected Party to take precautions and which the affected Party cannot avoid even by using its best efforts.

For Consultant: _____

Signature

Date