

SUBCONTRACTOR AGREEMENT

This Subcontractor Agreement ("Agreement") is made this 14th day of January, 2015 ("Effective Date"), by and between [REDACTED]ers, Inc., ("Lynx") with a principal place of business at 100 Church Street, 8th Floor, New York, NY 10007, and [REDACTED] with a principal place of business at 3, S Independence Way, Suite 201, Princeton, NJ 08540 ("Subcontractor").

WHEREAS [REDACTED] has a contract to provide consulting or operational services to its Client (the "Master Services Agreement" or "MSA"); and

WHEREAS [REDACTED] wishes to contract services offered by the Subcontractor in connection with providing those services to the Client (defined as any entity to which [REDACTED] introduces the Subcontractor as a potential contractor); and

WHEREAS Subcontractor is a small business entity with Small Business Administration characteristics indicated below agrees to provide such services under the terms of this Agreement;

Select all that apply:

- ☐ Minority Owned Business Entity
- ☐ Woman Owned Business Entity
- ☐ 8(a) Certified Small Disadvantaged Business Entity
- ☐ Veteran Owned Business
- ☐ Service-Disabled Veteran-Owned Small Business Concern
- ☐ HUBZone Certified Business
- ☐ Other: _____

THEREFORE, the parties agree as follows:

1.0 SERVICES

Subcontractor shall perform the services described in a Statement of Work ("SOW") or Work Order written in a form similar to that attached hereto as Appendix A, and any subsequent SOWs/Work Orders, including such other tasks as may be necessary in order to carry out the services ("Services"). Appendix A is attached hereto and incorporated herein as if fully set forth.

Subcontractor shall comply with all reasonable requirements of the MSA, which may include separate statements of work between the Client and [REDACTED] and any such requirements, terms or conditions that Client may add or modify from time to time in its agreement with [REDACTED]

Unless the parties otherwise agree in writing, Subcontractor shall provide all Services, whether in part or in whole, on and from a location or locations in one (1) or more of the fifty (50) states of the United States of America only, all subject to applicable laws and regulations including the MSA;

Subcontractor is responsible for ensuring that each individual working under this Agreement knows and complies with the Client's requirements on an ongoing basis. Specifically, Subcontractor will require each individual signs the Confidentiality and Compliance Agreement, attached hereto as Appendix "B", or as amended from time to time by [REDACTED] upon the start of any SOW and annually thereafter. Upon request, [REDACTED] may require Subcontractor to provide documentation of compliance with this provision.