

Supplemental Terms Applicable to Subject Matter Experts & Service Providers

Last updated: February 11, 2021

1. Applicability

This document supplements and is subject to the OpenGrants Terms of Service (the "Terms"). If you are a Subject Matter Expert or Consultant (as defined in the Terms), your use of the Service is subject to these supplemental terms and conditions, in addition to the Terms. As used in this document, "you" or "your" refers to a Subject Matter Expert or Consultant. Any capitalized terms used but not defined herein will have the meaning given them in the Terms.

2. Task Orders

When you agree to an engagement with a Client via the Service (a "Project"), the details of the Project will be set forth in a scope of work, task order or other purchasing document (each, and "Order Form"). Such details may include, but are not limited to, the name of the grant, your fees, as well as the Application management fee that Company will charge for making the Service available to the Client and the Grant Writer, any Advisory Services to be provided by Company, and any other administrative and technical support to be provided by Company.

3. Services

You agree to perform the services set forth in each Order Form (collectively, the "Services"), and to use your best efforts to perform the Services consistent with best industry standards and the terms of the Order Form, and further such that the Services and any Deliverables are reasonably satisfactory to the relevant Client(s).

4. Payments to You

(a) Your fees: We will pay you your fees listed on an Order Form. You agree to submit an invoice via the Service for your work on a Project, and we will share the invoice with the relevant Client. The Client will have up to 5 business days to review and either accept or dispute the invoice (see the "Disputes Among Users" section of the Terms). We will pay the invoice within 5 business days of our receipt of payment from the Client. You agree and acknowledge that Company will retain the remaining amounts paid by the Client(s) as consideration for Company maintaining the Service and providing any additional services to the Client(s).

(b) Expenses: In the course of performing the Services, you agree that you will not incur any expenses on behalf of Company or any Client and that you will be responsible for all expenses incurred by you, unless pre-approved in writing Company or the applicable Client(s). As a condition to receipt of reimbursement for authorized expenses, you will be required to submit receipts and/or other documentation of such expenses.

5. Your Relationship to Company

You agree and acknowledge that:

1. You are not an employee of Company, and you are not eligible for any of the rights or benefits of employment (including unemployment and/or workers compensation insurance);
2. You are solely responsible for determining, and have the sole right to determine, which Projects to accept; the time, place, manner, and means of providing any Services; the type of services you provide; and the price you charge for your services or how that pricing is determined or set;
3. Company does not, in any way, (i) supervise, direct, or control you or any Services you provide; (ii) impose any deadline for completion of any Services; or (iii) dictate the performance, methods or process you use to perform the Services;

- 4. Company does not set or have any control over your pricing, work hours, work schedules, or work location, and nor is Company involved in any other way in determining the nature and amount of any compensation that may be charged by or paid to you for a Project;
- 5. You will be paid at such times and amounts as agreed with a Client in an Order Form, and Company does not, in any way, provide or guarantee you a regular salary or any minimum, regular payment;
- 6. Company will not provide you with training or any equipment, labor, tools, or materials related to any specific Project; and
- 7. You are free to use subcontractors or employees to perform Services, provided that (i) you are solely responsible for the actions or omissions of such subcontractors or employees, (ii) any obligations applicable to you under the Agreements (including, without limitation, with respect to confidentiality and assignment of intellectual property rights in and to the Deliverables) will equally apply to your subcontractors and employees, and (iii) you are solely responsible for entering into contractual agreements with your subcontractors and employees performing services in connection with any Projects that impose such obligations.

6. California Residents

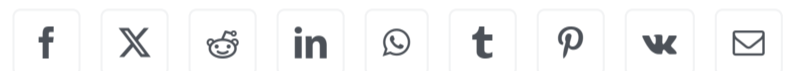
If you are located in California, you represent and warrant that:

- 1. You maintain a business location, which may include your residence, that is separate from Company and/or any Client(s);
- 2. You have a business license, in addition to any required professional licenses or permits for you to practice in your profession; and
- 3. You are customarily engaged in providing services with another hiring entity or otherwise hold yourself out to other potential customers as available to perform the same type of work.

As a condition of being able to enter into any Project, Company may require you to provide documentation related to the above representations and warranties that is satisfactory to Company, in its sole and absolute discretion. If you do not provide such documentation to Company in a timely manner, Company may immediately terminate your access to the Service and your involvement with any Projects, whether or not such Project is already underway.

May 23rd, 2024

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