

TERMS AND CONDITIONS
CONTINGENT WORKER (CW) ADDENDUM

THIS ADDENDUM MUST BE USED IN CONJUNCTION WITH CTM-P-ST-006

THIS ADDENDUM CONTAINS ADDITIONAL TERMS AND CONDITIONS UNIQUE TO THE PRODUCTS OR SERVICES DESCRIBED IN THE ORDER. THE FOLLOWING TERMS AND CONDITIONS SHALL PREVAIL TO THE EXTENT THEY CONFLICT WITH THE TERMS AND CONDITIONS GOVERNING THE ORDER. ALL NON-CONFLICTING TERMS AND CONDITIONS SHALL REMAIN IN FULL FORCE UNLESS OTHERWISE INDICATED HEREIN.

CLAUSE TITLE AND NUMBER

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1. DEFINITIONS

- A. "Buyer" means the Northrop Grumman legal entity identified on the face of the Order.
- B. "Contingent Workers" means W-2 employees of Supplier providing Services as defined in this Agreement or any Order under this Agreement.
- C. "Contingent Workforce Suppliers" or "Supplier(s)" means third party vendors who provide Contingent Workers.
- D. "Order" or "Agreement" means the instrument of contracting, including these terms and conditions and all other referenced documents, and any subsequent changes or modifications.
- E. "Service(s)" also means Supplier's and/or Contingent Worker/s time and effort.

2. EFFECT OF TERMINATION

Termination of this Order will result in Contingent Workers no longer providing Services to Buyer under this Order. However, Contingent Workers will continue to provide Services to Buyer during any written notice termination period. The Contingent Workers will remain employees of Seller, unless Northrop Grumman decides to hire any one or more of them as regular employees pursuant to the provisions of Section 3 "Right to Hire" located in EXHIBIT C PRICING, attached hereto, and incorporated by reference. Notwithstanding any provisions of this Order to the contrary, the Parties' respective indemnification rights, obligations and agreements as set forth in Clause 26, EXHIBIT A ENTERPRISE TERMS AND CONDITIONS attached hereto and incorporated by reference, of this Order shall survive any termination of this Order.

3. SERVICES

- A. Supplier will provide staffing Services to Northrop Grumman as requested and documented in this Agreement and pursuant to an applicable Order.
- B. Supplier agrees to work with Magnit GRI Inc., a corporation organized under the laws of the state of Delaware, as it relates to all Services around a managed services program and vendor management services ("MSP/VMS").
- C. Supplier will source, screen, interview, qualify, select, and hire, and present to Northrop Grumman candidates for consideration for contract or contract-to-hire Contingent Worker positions.
- D. Supplier warrants that all Contingent Workers provided by Supplier are Supplier's W-2 employees under the Internal Revenue Service guidelines. Supplier further agrees that it will not provide Contingent Workers to Northrop Grumman through a subcontracting arrangement, such as individual independent contractors or workers supplied by another employing entity. Violation of

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this provision is a material breach of this Agreement.

- E. Supplier may assign individuals to provide administrative or related support with respect to the Contingent Workers supplied to Northrop Grumman under this Agreement ("Supplier Personnel.") Any such Supplier Personnel are considered a business overhead expense of Supplier, and Supplier shall not bill, invoice, or charge Northrop Grumman directly or indirectly for any Services performed by such Supplier Personnel.
- F. The Contingent Workers and Supplier Personnel assigned to perform work covered by this Agreement are not intended to be employees of Northrop Grumman for any purpose (whether as common law employees, joint employees, leased employees or under any other legal standard), nor shall Supplier assert that any Contingent Worker or Supplier Personnel is an employee of Northrop Grumman in any subsequent legal, administrative, or judicial proceeding.

4. CONTINGENT WORKER PAYMENTS

- A. Supplier will be paid an agreed amount for each Contingent Worker provided under this Agreement.
- B. Amount. Hourly bill rates will be negotiated for each Contingent Worker using the competitive bid process or markup rates outlined in EXHIBIT C PRICING. Once negotiated, Supplier may not unilaterally adjust the payment and any changes must be reflected in writing approved by both parties.
- C. Billing and Payment. Supplier agrees to the invoicing and payment conditions outlined in EXHIBIT E SUPPLIER INVOICING AND PAYMENT attached hereto and incorporated by reference.
- D. Expenses. Supplier is responsible for all out-of-pocket costs Supplier or Contingent Workers incur while performing the Services under this Agreement. Subject to prior Northrop Grumman approval in writing by an authorized representative, the Supplier will be reimbursed for the actual reasonable and necessary travel, meal, and hotel expenses to the extent they are incurred in connection with providing Services for Northrop Grumman. Entertainment and alcohol expenses will not be reimbursed. Receipts must be included with the invoice. All expenses must be submitted within thirty (30) days of when the expense was incurred.
- E. Verification of Hours Worked. Supplier agrees to abide by the time keeping procedures required by Northrop Grumman that may be modified from time to time in Northrop Grumman's sole and exclusive election. Northrop Grumman further reserves the right to review submitted and approved timecards prior to Magnit GRI, Inc. submitting an invoice for payment. Suppliers may not submit timecards in a manner not previously approved by Northrop Grumman's Program Owners as provided in Section 16, NOTICES and any such noncompliant submission is hereby void and of no effect. All time worked shall be submitted to the applicable timekeeping system by each Contingent Worker on a daily basis but in no event shall such time worked be submitted later than thirty (30) calendar days of being worked. Northrop Grumman agrees to maintain information sufficient to allow verification of the hours worked reported by Contingent Workers to Supplier and to provide such information to Supplier upon request.

5. RELATIONSHIP BETWEEN PARTIES

The relationship between Magnit GRI, Inc., Northrop Grumman and Supplier is not an employment relationship. Supplier is an independent contractor providing Services to Northrop Grumman. Except as expressly provided in the Agreement, nothing herein contained shall be construed as creating any employer/employee, agency, or other relationship of any kind. The parties understand and agree that this is not an exclusive relationship. Northrop Grumman and Magnit GRI, Inc. are free to work simultaneously with other temporary employment agencies while this Agreement is in effect. Northrop Grumman also does not promise or guarantee that it will order any amount or type of

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Services from Supplier.

6. RESPONSIBILITIES REGARDING CONTINGENT WORKERS

The Contingent Workers assigned to perform work covered by this Agreement are solely common law employees of Supplier. The Contingent Workers shall not be deemed to be employees of Northrop Grumman for any purpose, nor shall Supplier assert that any Contingent Worker is an employee of Northrop Grumman in any subsequent legal, administrative, or judicial proceeding.

- A. Recruiting and Hiring. Supplier has the sole responsibility to recruit, hire and train the applicable Contingent Workers.
- B. Background Check and Drug Testing. Supplier will only place Contingent Workers with Northrop Grumman who have passed a pre-employment background check and drug test. Supplier has the sole responsibility to perform a background check and pre-employment drug test as provided for in EXHIBIT D BACKGROUND SCREENING AND DRUG TESTING REQUIREMENTS. The pre-employment background check and drug test performed on Contingent Workers assigned to Northrop Grumman will be in accordance with all applicable laws and regulations and Northrop Grumman's standards and procedures. Supplier shall keep a record of such information and will produce it to Magnit GRI, Inc. or Northrop Grumman upon request. Should Magnit GRI, Inc. or Northrop Grumman determine that the Contingent Worker background check and drug testing requirements are unacceptable for any reason, Magnit GRI, Inc. will advise Supplier that it is declining the assignment of the Contingent Worker to Northrop Grumman and Supplier will notify the Contingent Worker.
- C. Compliance with Policies. Supplier agrees that while on Northrop Grumman's premises and /or fulfilling its obligations hereunder, Supplier and Supplier's Contingent Workers shall comply with all policies and procedures promulgated by Northrop Grumman as to workplace conduct, Northrop Grumman's premises, information technology, and information security practices and requirements, including but not limited to the Northrop Grumman Standards of Business Conduct for Suppliers and Other Trading Partners (available at <https://www.northropgrumman.com/suppliers/doing-business-with-northrop-grumman/northrop-grumman-standards-of-business-conduct-for-suppliers-and-other-trading-partners/>) (the "Northrop Grumman Supplier Code"). The Supplier warrants that it has established policies and procedures that prohibit discrimination, harassment, and retaliation by its employees, including the Contingent Workers. Supplier further warrants that it has established drug-free workplace and anti-trafficking in person's policies that have been communicated to and apply to its employees, including Contingent Workers. Supplier further warrants that it has established wage and hour and leave procedures that ensure its compliance with applicable federal, state, and local laws in these areas for its employees, including the Contingent Workers.
- D. Facility Security and Safety. If this Agreement or any Order under this Agreement requires Supplier's personnel, including its employees (including without limitation Contingent Workers) and subcontractors ("Supplier Engaged Personnel"), to enter premises which are owned, operated, or managed by Buyer or its customer, Supplier shall comply with all requirements in Clause 39 FACILITY SECURITY AND SAFETY in the terms and conditions contained in EXHIBIT A ENTERPRISE TERMS AND CONDITIONS.
- E. Pay and Benefits. Supplier has the sole responsibility for the following: determining rate of pay, hours and other terms and conditions of employment with respect to the applicable Contingent Workers; providing compensation and a benefit package to the applicable Contingent Workers, including but not limited to computing wages (including but not limited to any applicable overtime or other special pays in accordance with applicable laws), withholding and remitting taxes, paying for and maintaining benefits, and making wage, vacation, holiday, and paid time off payments as

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required by state, federal and local law; and any and all statutory insurance payments, such as FICA, unemployment and workers' compensation, with respect to the applicable Contingent Workers. Supplier is responsible for all compliance with applicable wage and hour, pay, paid sick leave, paid family leave, and other leave laws, including but not limited to any special compliance requirements associated with alternative work schedules and/or arrangements with respect to the Contingent Workers.

- F. Confidentiality and Intellectual Property. Supplier shall require each Contingent Worker under this Agreement or any Order under this Agreement to execute the following agreements prior to commencing work under this Agreement or any Order under this Agreement as a condition to assigning that Contingent Worker to Northrop Grumman: (1) a current Form C-100C CONTRACTOR INTELLECTUAL PROPERTY AGREEMENT attached hereto as EXHIBIT F (the "Confidentiality Agreement") and incorporated by reference; and (2) any additional protective agreement that Northrop Grumman may require as a condition of a particular individual's engagement for a specific assignment. Supplier will give Magnit GRI, Inc. a copy of an executed Confidentiality Agreement for each of the Contingent Workers for Magnit GRI, Inc.'s records prior to Contingent Worker commencing his/her assignment at Northrop Grumman. Buyer reserves the right to change, update or revise Form C-100C from time-to-time and Supplier hereby agrees and warrants that, on request from Buyer, Supplier shall require each Contingent Worker to promptly execute the changed, updated, or revised Form C-100C.
- G. General Supervision. Supplier will retain and exercise general supervisory responsibilities with respect to the applicable Contingent Workers. Northrop Grumman will be responsible for the day-to-day technical control and direction of the Contingent Workers. At all times, Supplier retains ultimate responsibility for Contingent Worker performance and conduct.
- H. Personnel Recordkeeping and FAR E-Verify Clause. Supplier certifies that every Contingent Worker is authorized to work in the United States and represents that it is in full compliance with all applicable provisions of the Immigration Reform and Control Act of 1986. Supplier has the sole responsibility to complete I-9 verification, maintain all lawfully required personnel information and records, and to develop and maintain all payroll records, including but not limited to hours worked, with respect to the applicable Contingent Workers. Supplier shall keep all such records to the extent required by law. Supplier further agrees on a case-by-case basis to provide and verify the United States citizenship and/or citizenship in any country other than the United States of a Contingent Worker if the position or location to which the Contingent Worker is assigned at Northrop Grumman requires United States citizenship status by contract or law (e.g., ITAR, NISPOM). Further, Northrop Grumman is a federal contractor subject to Federal Acquisition Regulation (FAR) E-Verify clause at FAR 52.222-54 (See attached EXHIBIT G GENERAL FLOW-DOWN PROVISIONS). Supplier is a subcontractor and must also comply with the E-Verify clause in accordance with the Contingent Workers or Supplier Personnel assigned to perform Services for Northrop Grumman under this Agreement. As proof of enrollment in E-Verify, Supplier shall provide to Northrop Grumman a copy of its "Edit Company Profile" page in E-Verify, which can be printed directly from E-Verify.
- I. Discipline, Reassignment and Discharge. Supplier is responsible, with respect to the applicable Contingent Workers, for discipline, reassignment, and discharge.
- J. Replacement of Contingent Workers. Northrop Grumman may, at any time and for any reason, direct that a particular Contingent Worker no longer provide Services to Northrop Grumman under this Agreement; upon such request, Supplier will promptly remove the Contingent Worker from assignment at Northrop Grumman. If Magnit GRI, Inc. or Northrop Grumman gives Supplier notice of Northrop Grumman's dissatisfaction with a particular Contingent Worker, Supplier agrees

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to (a) promptly terminate Supplier's assignment of said Contingent Worker to Northrop Grumman and (b) at Magnit GRI, Inc.'s or Northrop Grumman's request, promptly replace the unsatisfactory Contingent Worker with a fully qualified Contingent Worker. The intent of this provision is not to provide Northrop Grumman with a right of supervision over Supplier and its Contingent Workers but to allow Northrop Grumman to eliminate any risks, potential or perceived, to Northrop Grumman, its business, and its employees. This provision is not intended to alter the status of Supplier and its Contingent Workers as independent contractors of Northrop Grumman.

- K. Notification of Contingent Worker Status Change. Supplier shall promptly notify Northrop Grumman and Magnit GRI, Inc. whenever Supplier Personnel or Contingent Worker ceases employment with Supplier, so that Northrop Grumman and Magnit GRI, Inc. can deactivate applicable user IDs and passwords.

7. PAYMENT

Northrop Grumman may make payment for Service(s) subject to this Agreement by electronic funds transfer (EFT), check, or individual purchasing cards (Pcards). Payment shall be made Net 45 days from receipt of a valid invoice. Payment shall be deemed made on the date Buyer's check is mailed or payment is otherwise tendered. Seller shall promptly repay Buyer any amounts paid in excess of amounts due. In no event will Buyer be liable for payment of any kind on an Order prior to delivery and acceptance of all Services in the Order.

8. INSURANCE REQUIREMENTS

- A. Supplier and its subcontractors shall, at their sole cost and expense, procure and maintain the listed insurance requirements in Clause 28 INSURANCE in the terms contained in EXHIBIT A ENTERPRISE TERMS AND CONDITIONS during the term of this Agreement and any outstanding Order:
- B. All Supplier insurance shall be primary regarding Supplier's performance of this Agreement and related Orders. As evidence of the above insurance coverage and before commencing its performance of the work, Supplier shall provide a certificate of insurance to Northrop Grumman. The certificate shall include a provision for a thirty (30) day cancellation notice to Buyer. Notwithstanding the obligation of Supplier to name Buyer as an additional insured, under certain insurance policies, it is specifically understood and agreed that said insurance only covers Northrop Grumman for the negligent acts or omissions of Supplier, and does not, under any circumstances, cover Buyer for the negligent acts or omissions of Buyer's officers or employees.

9. CONFLICT OF INTEREST

Supplier represents and warrants that no conflict of interest exists between its interests and those of NGSC. Supplier shall immediately advise NGSC of any conflict of interest or potential conflict of interest which arises during performance of this Agreement.

10. MAGNIT GRI INC., NORTHROP GRUMMAN AND SUPPLIER ASSURANCES

Magnit GRI, Inc., for itself and as a limited agent for Northrop Grumman, and Supplier warrant to each other that they will each operate in full compliance with all federal, state, and local laws, including but not limited to the following categories:

- A. Fair Employment Practices Laws. Northrop Grumman, and Supplier each agree to comply, at their own expense, with Title VII, the Americans with Disabilities Act, the Age Discrimination in Employment Act, the Family Medical Leave Act, and all other applicable federal, state, and local laws prohibiting employment discrimination and/or harassment.
- B. Wage, Hour, Pay and Leave Laws. Supplier agrees that it will comply, at its own expense, with all applicable wage, hour, pay, and leave laws, regulations, ordinances, directives, and rules imposed

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by federal, state, and local laws and agencies.

- C. Health and Safety Laws. Northrop Grumman agrees that it will comply, at its own expense, with all applicable health and safety laws, regulations, ordinances, directives, and rules imposed by federal, state, and local laws and agencies.
- D. No Leased Employees. The parties' intent is to not have any "leased employees" within the meaning of the Internal Revenue Code. Every effort shall be made to avoid having a Contingent Worker perform Services for Northrop Grumman on a substantially full-time basis for a period of one year or more where the Services performed by such Contingent Worker are performed under the primary direction or control of Northrop Grumman.
- E. Certifications. Supplier certifies that any Contingent Worker has not been employed by the Government or any Government Agency to include the Armed Services and performed procurement-related functions in connection with Northrop Grumman within one (1) year prior to the date of the applicable Purchase Order assigning the Contingent Worker to Northrop Grumman. Supplier certifies that any Contingent Worker has not been convicted of fraud or any felony arising out of a Contract with the Department of Defense and within period of five years from the date of this Order.
- F. Notice of Injury. Northrop Grumman and Supplier each agree to notify the other party in the event of an accident or injury to a Contingent Worker occurring on or off Northrop Grumman's premises in the course of Northrop Grumman's business operations. Such notice shall be provided in writing within twenty-four (24) hours of the time the learning party becomes aware of the injury, or as soon thereafter as is practical. In the event of an injury to a Contingent Worker, it is understood that Supplier is the "employer" and has sole responsibility for all workers' compensation or other obligations and liabilities regarding the Contingent Worker.
- G. Records. Supplier shall keep and maintain books and records of all time spent and costs incurred in connection with each Purchase Order or invoice issued hereunder until three (3) years after final payment under this Agreement. Magnit GRI, Inc. and Northrop Grumman shall have the right to inspect and audit such books and records during the performance of the Services called for and for a period of three (3) years after final payment under this Agreement. Supplier agrees that either the Comptroller General of the United States or any of their duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access and the right to examine any directly pertinent books, documents, papers, and records of Supplier involving transactions related to this Agreement.
- H. Reports. Supplier will provide reports to Magnit GRI, Inc. and Northrop Grumman as Magnit GRI, Inc. or Northrop Grumman may request in its reasonable discretion.
- I. Audits. During the term of this Agreement and for six months thereafter, Magnit GRI, Inc. and Northrop Grumman may review the books, records, and systems of Supplier relating to Supplier's performance under this Agreement, including but not limited to its use of Proprietary Information. Magnit GRI, Inc. and Northrop Grumman may conduct such audit no more than twice per calendar year during normal business hours, and such audit shall be conducted upon reasonable advance notice to Supplier. Magnit GRI, Inc. or Northrop Grumman, depending on who conducts the audit, will pay the costs and expenses of such audit, unless the audit reveals a breach of this Agreement, in which case Supplier will be required to pay the costs and expenses of such audit. Any auditor retained pursuant to this section will be required to fully disclose the results of its audit to both parties.
- J. Non-Solicitation of Northrop Grumman Employees. Unless otherwise agreed upon by the parties, during the term of this Agreement and for one year after the termination of this Agreement, Supplier will not, directly, or indirectly, recruit, solicit or cause to be recruited or solicit any

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employees of Magnit GRI, Inc. or Northrop Grumman for the purpose of hiring them or inducing them to leave their employment. Proof of such activity gives Northrop Grumman the right to immediately terminate this Agreement. This provision shall not apply to responses to public offers of employment to the general public advertised in the media.

- K. Affirmative Action Notification: Supplier is notified that it or its subcontractors may be subject to the provisions of 41 CFR Section 60-1.40, 41 CFR Section 60-250.4, and 41 CFR Section 60-741.4 with respect to affirmative action program requirements.
- L. Cooperation. Northrop Grumman and Supplier will cooperate with each other in fulfilling their obligations to one another with respect to the applicable Contingent Workers and this Agreement.

11. REPRESENTATION OF NO GRATUITIES

Seller represents and warrants that neither it nor any of its employees, agents or representatives have offered or given, or will offer or give, any gratuities to Buyer's employees, agents, or representatives for the purpose of securing this Agreement or any order issued thereunder or to secure favorable treatment.

12. GENERAL FLOW-DOWN PROVISIONS

EXHIBIT F GENERAL FLOW-DOWN PROVISIONS shall apply to all Purchase Orders or Statement of Work placed under this Agreement if the work performed fulfills a requirement in a Northrop Grumman contract that supports a U.S Government contract or subcontract to a U.S Government contract (at any tier). In addition, Northrop Grumman's contracts may require additional flow-down terms and conditions that will apply to Purchase Orders placed under this Agreement. Northrop Grumman will identify these additional flow-down terms and conditions, if applicable, at the time of placing the Purchase Order.

13. MISCELLANEOUS

- A. Binding Agreement. This Agreement will be binding upon the undersigned Parties and will inure to the benefit of the successors and permitted assigns of the parties.
- B. Amendments. This Agreement may hereafter be modified only by written instrument executed by the authorized representatives of both Parties.
- C. Nonexclusivity. This Agreement does not create an exclusive relationship between Northrop Grumman and Supplier. Northrop Grumman is entitled to use other parties to perform the same, similar, or related Services and/or services as provided hereunder.

14. AUDIT AND PAYMENT ADJUSTMENT

Supplier shall maintain accounting records, including but not limited to payroll and tax records, in accordance with generally accepted accounting principles necessary to disclose the basis for any charges, ordinary or extraordinary, billed in Supplier Invoices and shall make them available for examination and audit by Magnit GRI, Inc. or Buyer and its/their agents for a period of up to seven (7) years after Supplier's receipt of payment from Magnit GRI, Inc. pursuant to these terms and conditions. Magnit GRI, Inc. and Buyer shall have the right to review or audit Supplier records during normal business hours upon reasonable notice to Supplier. In the event that a review or audit discloses any overcharges, then prices will be adjusted and the total amount so determined to be overcharged will promptly be credited or paid to Magnit GRI, Inc. or Buyer, as applicable.

15. NEGOTIATED TERMS

All terms of this Agreement were negotiated between the Parties at arm's length. The Parties agree that in the event a dispute arises in connection with this Agreement, the terms contained in this Agreement shall be given their plain meaning, and that no term shall be construed in favor of one Party over the other by virtue of one Party having drafted a term in this Agreement.