

**PMI Advisors, LLC
Subcontractor Agreement**

This Subcontractor Agreement (the "Agreement") is made effective as of _____ (the "Effective Date") by and between PMI Advisors, LLC, a Florida limited liability company (the "Company") and:

NAME: _____,

ADDRESS: _____ (the "Subcontractor", "You").

1. Your standard payment rate will be _____. For Client projects with an alternate, fixed, milestone or event-based fee structure, your payment rate will be agreed in advance, in writing, between You and Company. Individual Scopes of Work (SOWs) may be developed for Client projects. If so, these SOW's will be Addenda to the Agreement. Payment will be made to You within sixty days of the submission of your invoice and time reports at the end of each month or upon collection of Company's invoice from Client, whichever occurs first.

2. The provisions in this document will govern the relationship while You conduct work on behalf of the Company. You will implement according to instructions provided by Company and will not agree to any altered, modified, or new conditions with the client. Any such client requests will be passed on to the Company for decision. You will meet with Company by phone, video conference or in person on a weekly basis to discuss progress on the assignment. You will conduct yourself professionally, observe business ethics and courtesy, and meet the work requirements above. Failure to do so in the opinion of the client and/or Company will result in termination of this agreement and cessation of payment. For work completed, payment will be made to You except in cases of termination due to gross negligence.

3. Company may conduct background checks on You which may include, at a minimum, items with respect to your civil, criminal, litigation, credit and educational background. If requested, You agree to execute the appropriate documents authorizing Company to complete background checks. You will also comply with any additional background check requirements of the Client that may be required prior to rendering services to Client.

4. Your expenses will be reimbursed within thirty days of a properly and accurately completed reimbursement request received by no later than fifteen days following the end of the month in which the expenses were incurred. Reimbursement will include air fare at discounted coach rates, taxis, and mid-priced hotel rooms. All other on-site expenses including meals, tips, phone, recreation, laundry, etc. will be reimbursed at a \$65 per-diem rate. However, Client expense reimbursement policies may replace these provisions.

5. The term of this Agreement is for a period of one-year from the Effective Date, and thereafter on a month to month basis until terminated. This Agreement may be terminated at any time by either party without cause by providing thirty (30) day's prior written notice or with cause, immediately upon material breach of any term of this Agreement.

6. This agreement, governed by the laws of the State of Florida, incorporates the attached Non-Disclosure / Non-Competition / Non-Solicitation / Referral Fee Terms.

Your notarized signature below indicates full agreement and compliance with these requirements:

Subcontractor: _____ Date: _____

Notary Public:

(Scan and email to DBradbary@PMIAdvisors.com or Fax to 404-521-4505)

Accepted: PMI Advisors, LLC – Dan R. Bradbary – Managing Partner

Signature _____ Date _____

PMI Advisors, LLC
Subcontractor Agreement
Non-Disclosure / Non-Competition / Non-Solicitation / Referral Fee Terms

Definition. In this Agreement the term “Confidential Information” shall mean the Work Product and any and all information relating to the Company’s business, including, but not limited to, research, developments, product plans, products, services, diagrams, formulae, processes, techniques, technology, firmware, software, know-how, designs, checklists, ideas, discoveries, inventions, improvements, copyrights, trademarks, trade secrets, customers, suppliers, markets, marketing, finances disclosed by Company either directly or indirectly in writing, orally or visually, to Subcontractor. Confidential Information does not include information which: (i) is in or comes into the public domain without breach of this Agreement by the Subcontractor, (ii) was in the possession of the Subcontractor prior to receipt from the Company and was not acquired by the Subcontractor from the Company under an obligation of confidentiality or non-use, (iii) is acquired by the Subcontractor from a third party not under an obligation of confidentiality or non-use to the Company, or (iv) is independently developed by the Subcontractor without use of any Confidential Information of the Company.

Obligations of Non-Disclosure and Non-Use. Unless otherwise agreed to in advance and in writing by the Company, Subcontractor will not, except as required by law or court order, use the Confidential Information for any purpose whatsoever other than the performance of the Services or disclose the Confidential Information to any third party. Subcontractor may disclose the Confidential Information only to those of its employees who need to know such information. In addition, prior to any disclosure of such Confidential Information to any such employee, such employee shall be made aware of the confidential nature of the Confidential Information and shall execute, or shall already be bound by, a non-disclosure agreement containing terms and conditions consistent with the terms and conditions of this Agreement. In any event, Subcontractor shall be responsible for any breach of the terms and conditions of this Agreement by any of its employees. Subcontractor shall use the same degree of care to avoid disclosure of the Confidential Information as it employs with respect to its own Confidential Information of like importance, but not less than a reasonable degree of care.

Return of Confidential Information. Upon the termination or expiration of this Agreement for any reason, or upon Company’s earlier request, Subcontractor will deliver to Company all of Company’s property or Confidential Information in tangible form that Subcontractor may have in its

possession or control. The Subcontractor may retain one copy of the Confidential Information in its legal files.

Non-Competition/Non-Exclusivity. During the term of this Agreement, Subcontractor may offer or engage with others for services similar to those offered in this Agreement. However, in communications with Company Clients or potential clients, Subcontractor will identify yourself as a Subcontractor for Company and will be considered an independent contractor. Subcontractor will not hand out personal business cards, talk about your personal practice, nor do any promotion for your personal business at any time. Subcontractor agrees that all communications with Company and client are confidential.

Non-Solicitation. The various items of Confidential Information are special and unique assets of Company that need to be protected from disclosure. Subcontractor shall not, for the benefit of Subcontractor or of a third party, during the Term or any extension thereof and for one year after the termination of this Agreement, (1) solicit business from or accept employment, as an employee, agent, contractor or consultant, by Clients or prospective Clients that Subcontractor was made aware of through Subcontractor’s involvement with the Company (2) employ, solicit for employment, or recommend for employment any person employed by the Company as an employee, agent, Subcontractor or consultant.

Referral Fee – The Company encourages Subcontractor to assist in obtaining business for the Company. To qualify for a referral fee, Subcontractor must provide a “warm introduction”, establishing contact with a decision maker of the potential client and arranging a phone meeting or person-to-person meeting with the Company. The referral fee to be paid to Subcontractor is calculated as 10% of the cash received from the end-user client for a period of 12 months starting on the date of the first cash receipt, adjusted for any refunds, penalties, sales taxes, direct expenses (not including expenses for subcontracted service providers) and other contingencies that results in costs to the Company.

Subcontractor Initial: _____

Company Initial: _____