

# INDEPENDENT CONTRACTOR AGREEMENT

**THIS IS A LEGALLY BINDING AGREEMENT. IF YOU DO NOT UNDERSTAND IT, CONSULT AN ATTORNEY.**

**THIS INDEPENDENT CONTRACTOR AGREEMENT** (the "Agreement") is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20 (the "Effective Date"), by and between **TeQuidas Diagnostics**, a Georgia business entity with a principal place of business at [Insert Address], Atlanta, GA (the "Company"), and \_\_\_\_\_, an individual or business entity with a principal place of business at \_\_\_\_\_ (the "Contractor"). The Company and Contractor may be referred to herein individually as a "Party" and collectively as the "Parties."

## 1. PARTIES

**1.1 Company:** TeQuidas Diagnostics ("Company").

**1.2 Contractor:** \_\_\_\_\_ ("Contractor").

**1.3 Authority:** Contractor represents and warrants that Contractor has full right, power, and authority to enter into and perform this Agreement. If Contractor is an entity, the undersigned represents and warrants that they are authorized to bind Contractor.

## 2. SERVICES

**2.1 Engagement:** The Company hereby engages Contractor to provide, and Contractor agrees to provide, mobile healthcare and diagnostic support services (the "Services") primarily within the Atlanta metropolitan area and surrounding counties, as assigned or requested by the Company and accepted by Contractor.

**2.2 Scope of Services:** Services may include, without limitation:

- Mobile phlebotomy and blood draws;
- Mobile specimen collection, labeling, processing, packaging, and transport coordination consistent with Company protocols and applicable requirements;
- Wellness screenings and related biometric measurements (as applicable to Contractor's qualifications and the assignment);
- Rapid testing support (where applicable and authorized);
- Mobile and/or live video I-9 employment verification services, including identity and document verification performed in compliance with applicable program requirements and Company procedures;
- Related diagnostic, administrative, and client support tasks reasonably connected to the foregoing services, as mutually agreed in writing (including via text, email, or platform assignment confirmation).

**2.3 Standards and Protocols:** Contractor shall perform the Services in a professional manner consistent with generally accepted healthcare standards, Company policies and clinical protocols provided to Contractor, and all applicable laws and regulatory guidance.

### **3. INDEPENDENT CONTRACTOR STATUS**

**3.1 No Employment Relationship:** The Parties intend that an independent contractor-client relationship be created by this Agreement. Contractor is not an employee, agent, joint venturer, partner, or legal representative of the Company for any purpose. Contractor is not authorized to bind the Company or incur obligations on the Company's behalf unless expressly authorized in writing.

**3.2 No Benefits:** Contractor shall not be eligible for, and expressly waives any claim to, any Company-provided benefits, including without limitation health insurance, disability insurance, unemployment insurance, workers' compensation coverage (except as separately obtained by Contractor), paid time off, or retirement plans.

**3.3 Taxes and Withholdings:** Contractor is solely responsible for all federal, state, and local taxes and other governmental assessments arising from compensation paid under this Agreement, including without limitation income taxes and self-employment taxes. The Company will not withhold payroll taxes. The Company will issue IRS Form 1099-NEC (or other applicable tax form) as required by law.

**3.4 Control of Schedule and Methods:** Contractor retains the right to control and direct the means, manner, and methods by which Contractor performs the Services, including Contractor's scheduling and acceptance of assignments, subject to (i) deadlines, appointment times, client requirements, and service-level expectations communicated by the Company, and (ii) compliance with Company protocols, quality standards, safety rules, and applicable laws.

**3.5 Tools and Place of Work:** Contractor will generally perform Services at patient homes, workplaces, facilities, or other locations designated by the assignment, using Contractor's own tools and equipment unless the Company elects, in its sole discretion, to provide certain materials.

### **4. COMPENSATION**

**4.1 Rate Schedule:** Contractor shall be compensated on a per-service, per-visit, per-assignment, and/or other basis as set forth in the rate schedule provided by the Company and incorporated herein as **Exhibit A** (the "Rate Schedule"). The Company may update the Rate Schedule from time to time upon written notice to Contractor; updated schedules apply prospectively to assignments accepted after the effective date of the update unless otherwise stated.

**4.2 Payment Dates and Cutoffs:** Subject to Contractor's timely submission of required documentation and Company's verification of completed Services:

- Services performed from the **1st through the 15th** of a calendar month will be paid on the **10th of the following month**.

- Services performed from the **16th through the last day** of a calendar month will be paid on the **25th of the following month**.

If a scheduled pay date falls on a weekend or bank holiday, the Company may process payment on the next business day.

**4.3 Administrative Fee:** The Company will deduct an administrative fee of **\$1.85** per paid assignment/visit (or per completed service line item, as reflected on the pay statement) to cover administrative processing.

**4.4 Documentation and Disputes:** Contractor shall submit any required proof of service completion (e.g., chain-of-custody documentation, specimen pickup logs, I-9 verification logs, encounter notes, or other required forms) in the manner and within the timeframes specified by the Company. Contractor must notify the Company in writing of any compensation dispute within **thirty (30) days** after the applicable pay date; otherwise the pay statement will be deemed accepted.

**4.5 No Other Compensation:** Except as expressly provided in this Agreement or Exhibit A, Contractor shall not be entitled to any other compensation, reimbursements, bonuses, overtime, or benefits.

## **5. EXPENSES**

**5.1 Contractor Expenses:** Unless expressly agreed in writing in advance by the Company, Contractor is solely responsible for all costs and expenses incurred in performing the Services, including without limitation:

- Transportation, mileage, parking, tolls, vehicle maintenance, and fuel;
- Supplies, PPE, and equipment (including sharps containers, labels, and mobile devices, as applicable);
- Phone, internet, and data plans;
- Licenses, certifications, continuing education, and related fees;
- Insurance premiums (professional liability, general liability, automobile, workers' compensation if maintained);
- Any subcontractors or assistants engaged by Contractor (if permitted under this Agreement).

**5.2 No Reimbursement:** Contractor acknowledges that compensation under this Agreement is intended to cover Contractor's overhead and expenses unless expressly stated otherwise in writing.

## **6. HIPAA COMPLIANCE & CONFIDENTIALITY**

**6.1 HIPAA Obligations:** Contractor acknowledges that Contractor may have access to Protected Health Information ("PHI") and other sensitive information. Contractor agrees to comply with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and all implementing regulations, including the HIPAA Privacy Rule and Security Rule, as applicable to Contractor's activities.

**6.2 Confidential Information:** "Confidential Information" includes PHI and any non-public Company information, including without limitation client lists, patient information, pricing, rate schedules, oper-

ational processes, training materials, vendor information, business plans, credentials, and platform access details. Confidential Information does not include information that is publicly available through no fault of Contractor or that Contractor can demonstrate was lawfully known to Contractor prior to disclosure by the Company.

**6.3 Use and Safeguards:** Contractor shall:

- Use Confidential Information solely to perform the Services;
- Implement reasonable and appropriate administrative, technical, and physical safeguards to protect PHI and Confidential Information from unauthorized use or disclosure, including securing devices, limiting access, and avoiding public discussions of patient information;
- Only transmit PHI through Company-approved channels and in accordance with Company instructions;
- Immediately secure and return/submit any PHI-containing documents as required by Company policy.

**6.4 Breach Reporting (24 Hours):** Contractor shall notify the Company **within twenty-four (24) hours** of discovering any suspected or actual unauthorized access, acquisition, use, disclosure, loss, theft, or breach involving PHI or Confidential Information, including any misdirected communications or lost devices that may contain PHI. Contractor shall cooperate fully with the Company's investigation, mitigation, breach notification obligations, and corrective actions.

**6.5 Survival:** Contractor's obligations under this Section 6 survive termination of this Agreement.

## **7. COMPLIANCE WITH LAWS**

**7.1 General Compliance:** Contractor shall perform the Services in compliance with all applicable federal, state, and local laws, regulations, and professional standards.

**7.2 Credentials and Training:** Contractor represents and warrants that Contractor will maintain throughout the term all credentials and trainings required to perform the Services, including as applicable:

- Phlebotomy certification and/or **CPT-1** certification (as required for Contractor's role and assignments);
- CPR/First Aid (if required for assignments);
- HIPAA training and acknowledgment of Company policies;
- Any role-specific training required for I-9 verification and/or wellness screenings.

**7.3 Safety and Clinical Standards:** Contractor shall comply with applicable safety and clinical standards, including:

- **OSHA** requirements, including Bloodborne Pathogens standards, sharps safety, exposure control procedures, and proper PPE use;

- Applicable specimen handling, packaging, storage, and transport requirements consistent with Company protocols;
- **CLIA-related** requirements applicable to Contractor's handling of specimens and related documentation, to the extent applicable to Contractor's Services.

**7.4 No Unlawful Conduct:** Contractor shall not engage in fraud, falsification of records, unsafe practices, impairment on duty, patient abuse, harassment, discrimination, or any conduct that may jeopardize patient safety, client trust, or regulatory compliance.

## 8. INSURANCE

**8.1 Required Coverage:** Contractor shall maintain at Contractor's own expense, throughout the term of this Agreement:

- **Professional Liability (Malpractice)** insurance with limits of at least **\$1,000,000 per occurrence / \$3,000,000 aggregate**;
- **Commercial General Liability** insurance with limits of at least **\$1,000,000 per occurrence / \$2,000,000 aggregate** (or such other limits as the Company may reasonably require in writing for specific engagements);
- **Automobile Liability** insurance meeting Georgia minimum requirements and sufficient to cover Contractor's operations.

**8.2 Workers' Compensation:** Contractor is responsible for maintaining workers' compensation insurance if required by law for Contractor's business or personnel. If Contractor does not maintain workers' compensation coverage, Contractor acknowledges and agrees that Contractor is not covered under the Company's workers' compensation policy (if any) and **expressly waives** any claim against the Company for workers' compensation benefits to the maximum extent permitted by law.

**8.3 Proof of Insurance:** Contractor shall provide certificates of insurance upon request and shall provide advance notice to the Company of any cancellation, non-renewal, or material change in coverage.

## 9. INDEMNIFICATION

**9.1 Contractor Indemnification:** Contractor shall indemnify, defend, and hold harmless the Company and its owners, officers, directors, employees, agents, contractors, clients, and affiliates from and against any and all claims, demands, causes of action, damages, losses, liabilities, penalties, fines, costs, and expenses (including reasonable attorneys' fees) arising out of or related to: (i) Contractor's performance or failure to perform the Services; (ii) Contractor's negligence, gross negligence, or willful misconduct; (iii) any breach of this Agreement; (iv) any violation of law by Contractor; or (v) bodily injury, death, or property damage caused by Contractor.

**9.2 Company Indemnification:** The Company shall indemnify, defend, and hold harmless Contractor from and against third-party claims to the extent arising directly from the Company's gross negli-

gence or willful misconduct, or the Company's material breach of this Agreement, provided Contractor promptly notifies the Company and reasonably cooperates in the defense.

**9.3 Indemnification Procedure:** The indemnified Party shall provide prompt written notice of any claim, allow the indemnifying Party to control the defense and settlement (subject to the indemnified Party's reasonable approval if a settlement imposes non-monetary obligations on the indemnified Party), and provide reasonable cooperation at the indemnifying Party's expense.

## **10. TERM & TERMINATION**

**10.1 Term:** This Agreement shall commence on the Effective Date and shall continue until terminated in accordance with this Section 10.

**10.2 Termination Without Cause (7 Days):** Either Party may terminate this Agreement at any time, with or without cause, by providing at least **seven (7) days'** written notice to the other Party.

**10.3 Immediate Termination for Cause:** The Company may terminate this Agreement immediately upon written notice (or, if necessary to protect patients/clients, upon verbal notice followed by written confirmation) for cause, including without limitation: (i) any actual or suspected HIPAA breach or failure to timely report a breach; (ii) fraud, falsification of records, or misrepresentation; (iii) unsafe or unprofessional practices; (iv) impairment while performing Services; (v) loss, suspension, or lapse of required licenses, certifications, or insurance; (vi) theft, violence, harassment, or misconduct; or (vii) material breach of this Agreement.

**10.4 Effect of Termination:** Upon termination, Contractor shall: (i) promptly return or securely dispose of Company property and Confidential Information as directed; (ii) complete any required documentation; and (iii) cooperate in the orderly transition of open assignments. Sections intended to survive termination (including without limitation Sections 6, 9, 11, and 12) shall survive.

## **11. NON-SOLICITATION**

During the term of this Agreement and for **six (6) months** following termination, Contractor shall not, directly or indirectly, solicit or attempt to solicit any client, referral source, facility, patient, or business account of the Company with whom Contractor had material contact through the Company during the twelve (12) months prior to termination, for the purpose of providing services that are the same as or substantially similar to the Services or otherwise competing with the Company's business.

Nothing herein prohibits Contractor from providing services to a person or entity that independently seeks out Contractor without solicitation, provided Contractor does not use or disclose Confidential Information and does not violate this Section 11.

## **12. INTELLECTUAL PROPERTY**

**12.1 Work Product:** All records, reports, forms, templates, training materials, data, documentation, photographs (excluding personal images unrelated to work), notes, workflows, and other materials created, developed, authored, modified, or reduced to practice by Contractor (alone or with others) in

connection with the Services (the "Work Product") shall be the sole and exclusive property of the Company to the maximum extent permitted by law.

**12.2 Assignment:** Contractor hereby irrevocably assigns to the Company all right, title, and interest in and to the Work Product, including all intellectual property rights. Contractor shall execute further documents reasonably requested by the Company to effectuate such assignment.

**12.3 Contractor Pre-Existing Materials:** To the extent Contractor incorporates any pre-existing materials owned by Contractor into Work Product, Contractor grants the Company a perpetual, world-wide, royalty-free, fully paid, transferable license to use, reproduce, modify, distribute, and create derivative works from such materials for the Company's business purposes.

### **13. BACKGROUND CHECK**

Contractor consents to and authorizes the Company (and/or its third-party screening vendor) to conduct background checks and, where applicable or required by clients or assignments, drug and/or alcohol screening, to the extent permitted by law. Contractor agrees to provide accurate information and execute any additional authorizations reasonably required to complete such screening. Failure to pass or refusal to cooperate with screening may result in ineligibility for assignments and/or termination of this Agreement.

### **14. GOVERNING LAW; VENUE**

This Agreement shall be governed by and construed in accordance with the laws of the **State of Georgia**, without regard to conflict of laws principles. The Parties agree that any action arising out of or relating to this Agreement shall be brought exclusively in the state or federal courts located in **Fulton County, Georgia (Atlanta)**, and each Party irrevocably submits to the personal jurisdiction and venue of such courts.

### **15. ENTIRE AGREEMENT**

This Agreement (including Exhibit A) constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, negotiations, representations, and understandings, whether oral or written.

### **16. SIGNATURES**

**IN WITNESS WHEREOF**, the Parties have executed this Independent Contractor Agreement as of the Effective Date.

**COMPANY:**

**TeQuaidas Diagnostics**

By: \_\_\_\_\_

Name: Tequilla Arkadie

Title: Owner / CPT-1

Date: \_\_\_\_\_

**CONTRACTOR:**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title (if applicable): \_\_\_\_\_

SSN/EIN: \_\_\_\_\_

Address: \_\_\_\_\_

Phone/Email: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT A — RATE SCHEDULE**

(To be provided by the Company and may be updated prospectively upon written notice as described in Section 4.1.)