



## MASTER CONSULTANT AGREEMENT

This **BLACKDRAGON CONSULTANT AGREEMENT** (the “Agreement”) is entered into between **BLACKDRAGON, LLC** (“Blackdragon”), a limited liability company organized under the laws of the Commonwealth of Virginia and the **CONSULTANT** signing the signature page below (the “Consultant”). To be effective, this Agreement must be signed by both Consultant and Blackdragon.

### Recitals

- A. Blackdragon provides consultants working in the government contracting space a platform to collaborate with individuals, organizations and companies who may need the Consultant’s services in connection with bidding on government contracts. This may include but is not limited to providing advisory and support services pertaining to helping clients operate their organizations more effectively and efficiently.
- B. Consultant has worked in the government contracting space and is open to considering additional opportunities.
- C. Under this Agreement, Blackdragon may offer Consultant the opportunity to work on a project with a government contractor on compensation and other terms mutually satisfactory to Consultant, Blackdragon and the government contractor. Compensation terms may vary by project and government contractor, but may be fee for services or contingent fee. Project specific terms and obligations, including compensation method, if acceptable to Consultant, will either be set forth in a written statement of work or by electronically joining a Blackdragon Deal Team. Except as set forth in a statement of work, Blackdragon has no obligation to pay Consultant and Consultant has no obligation to perform services on behalf of Blackdragon.
- D. Consultant is generally free to accept other work (that is, work not obtained through Blackdragon), but agrees to the non-competition, non-circumvention non-solicitation covenants set forth below.

NOW, THEREFORE, the parties agree as follows:

1. **Joining Blackdragon.** The Consultant agrees to join Blackdragon as an independent contractor. Blackdragon will include Consultant in its list of available contracting resources.
2. **Services and Compensation.** From time to time Blackdragon may present opportunities to Consultant on behalf of one or more organizations including government contractors who are clients of Blackdragon. The terms of Consultant's involvement, including compensation, would be set forth in a separate statement of work or by electronically joining a Blackdragon Deal Team. Except to the extent the parties agree in one or more statements of work (i) Consultant is not obligated to perform any particular services and (ii) Blackdragon is not obligated to pay Consultant any compensation.
3. **Relationship of the Parties.** The Consultant is an independent contractor and not an employee of Blackdragon or any client with whom Blackdragon is working. Consultant has complete control and responsibility for its methods and operations and the manner in which it performs services. Consultant is responsible for its own working space, communications, computers and other applicable tools of the profession. Consultant is responsible for its own taxes and will receive an IRS Form 1099 for any compensation from Blackdragon.
4. **Term.** This Agreement shall be for a term of one year and shall automatically renew for additional, successive one-year terms, unless notice of termination is sent within 30 days of expiration of the term. Either party may terminate this Agreement without cause upon 60 days written notice to the other party. Blackdragon may terminate this Agreement for cause immediately by written notice. Termination for cause includes, but is not limited to: breach by the Consultant of any provision of this Agreement, breach by the Consultant of any policy of Blackdragon, any act of dishonesty or unethical conduct by Consultant, or if Consultant is charged with any felony. Sections 6, 7, 8, 10 and 16 survive the termination of this Agreement.
5. **Work for Hire.** The Consultant agrees that all work products produced by the Consultant under this Agreement or any statement of work, including any intellectual property, shall be work for hire and shall be the sole

property of Blackdragon or, if and to the extent provided in any applicable statement of work, Blackdragon's client.

6. **Confidential Information.** The Consultant agrees to keep confidential and not disclose any and all information obtained from or through Blackdragon related to its business or processes or any project at or client of Blackdragon, without the express written authorization of Blackdragon. This covenant does not apply to publically available information or to information known to the Consultant prior to the date of this Agreement. This covenant shall survive for five (5) years after termination of this Agreement.
7. **Non-competition and Non-circumvention Agreement.** During the term of this Agreement, (i) Consultant will conduct business activities related to government contracting through Blackdragon and not in competition with Blackdragon for whom the Consultant did not have a prior working relationship with, and (ii) Consultant will not perform Covered Services, as defined below, for any person or government contractor who has a services agreement with Blackdragon and for 180 days after the termination of such services agreement with Blackdragon whereby Blackdragon has formally disclosed the identity of the Client or nature of the opportunity and the Consultant. After termination of this Agreement (for any reason, with or without cause by either party), Consultant will not for 180 days after such termination perform Covered Services for any client of Blackdragon [if Consultant worked on any project for such client through Blackdragon]. For purposes of this Section, "Covered Services" includes working on or assisting in the preparation of a bid for any government contract or the fulfillment of any government contract or any analysis of any potential government contract.
8. **Nonsolicitation.** During the term of this Agreement and for one year thereafter, Consultant agrees not to solicit, directly or indirectly, any employee or independent contractor of Blackdragon with respect to any employment or consulting project related to procuring, bidding on or fulfilling government contracts.
9. **Representations and Warranties.** Consultant represents and warrants that (a) it has all authority, licenses, permits and consents necessary to enter into and perform its obligations under this Agreement, (b) it will comply with all applicable laws and regulations, including those related to government contracting, while performing this Agreement, (c) that it will act in a


professional, ethical and business-like manner and perform all services Consultant agrees to perform with due care and diligence and in a timely manner, (d) it is under no contractual or other restrictions or obligations which are inconsistent with the execution or performance by Consultant of this Agreement, (e) Consultant will comply with Blackdragon's policies and procedures, including its Ethics and Professionalism policies, as they may be from time to time adopted or amended.

10. **Indemnification.** The Consultant shall indemnify and hold Blackdragon harmless from and against any and all injury, death, loss, claim, damage, penalty, cost, and expense whatsoever, including reasonable attorneys' fees and expenses, caused by the negligence of the Consultant, its employees, or authorized representatives, arising out of the performance of this Agreement or any statement of work.
11. **Entire Agreement.** This Agreement constitutes the entire agreement of the parties hereto and supersedes all prior representations, proposals, discussions, and communications, whether oral or in writing. This Agreement may be modified only in writing and shall be enforceable in accordance with its terms when signed by the party sought to be bound.
12. **Governing Law.** This Agreement shall be governed and construed and enforced in accordance with the laws of the Commonwealth of Virginia.
13. **Binding Effect.** This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors, heirs and legal representatives, but neither this Agreement nor any of the rights hereunder shall be assignable by the Consultant without Blackdragon's consent. Blackdragon may assign its rights hereunder.
14. **Severability.** Each provision of this Agreement is intended to be severable from the others so that if any provision or term is determined to be illegal, invalid or unenforceable, in whole or part, for any reason, the remainder shall not be invalidated or rendered unenforceable or otherwise affected.
15. **Notices.** Notices may be sent to the addresses set forth on the signature page below or such substitute address(es) as may be provided in writing.
16. **Disputes.** Any dispute arising under or resulting from this agreement shall be raised by or brought to the attention of the Blackdragon Program

Manager for resolution. If a satisfactory resolution is not reached within ten (10) business days, the parties agree to submit the dispute to binding arbitration before a single arbitrator familiar with Federal Government contract matters, in accordance with the rules and procedures of the American Arbitration Association. Such arbitration shall take place in the Washington, DC metropolitan area of Virginia. Any questions of law shall be decided in accordance the laws of the Commonwealth of Virginia. Each party shall bear the cost of its representation and participation in such arbitration. Responsibility for the other reasonable costs of the arbitration shall be a part of the binding settlement.

IN WITNESS WHEREOF, the parties execute this Agreement as set forth below.

**Blackdragon**

By:  \_\_\_\_\_ Date: \_\_\_\_\_  
Name: John Fanguy \_\_\_\_\_ Address: Blackdragon, LLC  
Title: COO \_\_\_\_\_ 344 Maple Avenue, #221  
Vienna, VA 22180

**Consultant**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Printed Name: \_\_\_\_\_ Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
E-mail: \_\_\_\_\_