

AGREEMENT

THIS AGREEMENT is hereby entered into on the ____ day of _____ 2024 ("Effective Date"), between _____ and Telegenisys, Inc. ("Agreement").

_____ intends to contract with Telegenisys inc. for services specified in the attached statement of work (SOW)

_____ hereby known as ("Company"), located at: _____, and Telegenisys Inc hereby known as ("Contractor"), located at: 5055 Business Center Drive, Suite 108-223, Fairfield, CA 94534

In consideration of the mutual promises contained herein, Company and Contractor agree as follows:

- 1. Scope of Service.** During the term of this Agreement, Contractor shall provide services limited to the scope of activities as defined in attached pricing and optional Statement Of Work. Changes and / or additions to services will be documented as amendments or addenda to this Agreement.
- 2. Term; Termination.** This Agreement shall begin on the Effective Date and end on the earlier of (i) notice of termination pursuant to this Section 2; or (ii) the completion of the Services by Contractor. Company shall have the right to terminate this Agreement and the Services upon written notice if the contractor is unable to deliver the services contracted for or is in material breach of the Agreement. In the event of such termination, Contractor shall promptly comply with the directions contained in such notice, and Company will pay Contractor for time work was performed prior to the termination date in accordance with the payment terms set forth in this Agreement. For termination due to any other reason Company agrees to provide a minimum of 30 days' notice to Contractor.
- 3. Fees.** Company will prepay Contractor the fees set forth in the pricing guide upon ordering the work.
- 4. Ownership.** Contractor agrees that any databases, documentation, reports, copyrightable work, (collectively the "Work Product") developed by Contractor solely, or with others, pursuant to Contractor's performance of the Services under this Agreement are the property of Company. Contractor Software used specifically at Company' direction shall remain the property of Contractor and Company shall have no rights or interest therein.
- 5. Representations and Warranties.** Contractor warrants that that its services will be provided in compliance with Company requirements. Company warrants that its instructions and policies are in compliance with laws within the jurisdictions Contractor will operate on behalf of Company.
- 6. Non-Disclosure of Confidential Information.** Company and Contractor will abide by policies set forth in the attached Non-Disclosure Agreement (NDA).
- 7. Independent Contractor.** Contractor understands that status of Contractor or Contractor's employees hereunder is that of independent contractor. Neither Contractor, nor Contractor's employees, are considered employees of Company in the performance of Services and are not entitled to any employee benefits, statutory or otherwise, including, but not limited to, Workers' Compensation or Unemployment Compensation.
- 8. Taxes.** Contractor agrees that Company will not deduct income, Social Security or other taxes on any payments to the Contractor firm hereunder.
- 9. Compliance with Laws.** Contractor shall provide the Services in compliance with all applicable international, US federal and applicable State laws.
- 10. Trademarks.** Contractor and Company shall not make use of each other's trademarks, trade names and service marks except as otherwise required for the performance of its duties under this contract.
- 11. Limitation of Liability**
 - 11.1** IN NO EVENT, WHETHER BASED IN CONTRACT OR TORT (INCLUDING NEGLIGENCE) SHALL EITHER PARTY BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL, INDIRECT, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND.
 - 11.2** NOTWITHSTANDING ANY OTHER PROVISION HEREOF, A PARTY'S MAXIMUM CUMULATIVE LIABILITY FOR ANY DAMAGES ARISING HEREUNDER SHALL NOT EXCEED THE FEES PAID TO CONTRACTOR BY COMPANY FOR SERVICES DURING THE THREE (3) MONTH PERIOD PRIOR TO THE TIME THE CLAIM AROSE.
- 12. Survivability.** Contractor agrees that the obligations in Sections 4, 5, 6, 11, 12, 13, 14 and 17 hereof will survive the termination of this Agreement.
- 13. Assignment.** Contractor will not assign the rights or obligations under this Agreement without Company's prior written consent.
- 14. Governing Law.** This Agreement shall be governed by the laws of the State of California, exclusive of its choice of law provisions.
- 15. Severability.** The provisions of this Agreement shall be deemed severable, and the unenforceability of any one or more provisions shall not affect the enforceability of any other provisions. Also, if any provision of this Agreement, for any reason, is declared to be unenforceable, the parties shall substitute an enforceable provision that, to the maximum extent possible in accordance with applicable law, preserves the original intentions and economic positions of the parties.
- 16. Entire Agreement.** This Agreement is the entire agreement between the parties as to the subject matter hereof, and supersedes all prior and contemporaneous agreements, written or oral, as to such subject matter.

CLIENT-NAME (Company)

Telegenisys Inc. (Contractor)

By: _____

By: _____

Name:

Name: Mark Merani

Title:

Title: CEO

SIGNATORY & TITLE
 OFFICIAL CORPORATE NAME _____
 CLIENT ADDRESS _____

Mark Merani, CEO
Telegenisys Inc.
 Business Center Drive, Suite 108-223 Fairfield, CA 94534
 Telephone: (844) 903-0777 | Fax: 1-(925) 428-5428
sales@telegenisys.com | <https://www.telegenisys.com>



Telegenisys Inc. Business Associate Agreement

(As adapted from the Office for Civil Rights sample agreement published January 25, 2013.
See <https://www.hhs.gov/hipaa/for-professionals/covered-entities/sample-business-associate-agreement-provisions/index.html>)

Definitions

Catch-all definition:

The following terms used in this Agreement shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required by Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use. These terms apply to this agreement and the Service Agreement also known as SOW or Statement of Work.

Specific definitions:

Business Associate. "Business Associate" shall generally have the same meaning as the term "business associate" at 45 CFR 160.103, and in reference to the party to this agreement, shall mean Telegenisys Inc.

Covered Entity. "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 CFR 160.103, and in reference to the party to this agreement, shall mean _____

HIPAA Rules. "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

Obligations and Activities of Business Associate

Business Associate agrees to:

Not use or disclose protected health information other than as permitted or required by the Agreement or as required by law;

Use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of protected health information other than as provided for by the Agreement;

Report to covered entity any use or disclosure of protected health information not provided for by the Agreement of which it becomes aware, including breaches of unsecured protected health information as required at 45 CFR 164.410, and any security incident of which it becomes aware;

In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of the business associate agree to the same restrictions, conditions, and requirements that apply to the business associate with respect to such information;

Make available protected health information in a designated record set to the "covered entity" as necessary to satisfy covered entity's obligations under 45 CFR 164.524;

Make any amendment(s) to protected health information in a designated record set as directed or agreed to by the covered entity pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy covered entity's obligations under 45 CFR 164.526;

Maintain and make available the information required to provide an accounting of disclosures to the "covered entity" as necessary to satisfy covered entity's obligations under 45 CFR 164.528;

To the extent the business associate is to carry out one or more of covered entity's obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the covered entity in the performance of such obligation(s); and

Make its internal practices, books, and records available to the Secretary for purposes of determining compliance with the HIPAA Rules.

Permitted Uses and Disclosures by Business Associate

Business associate may only use or disclose protected health information only as necessary to perform the services agreed upon.

Business associate may use or disclose protected health information as required by law.

Business associate agrees to make uses and disclosures and requests for protected health information consistent with covered entity's minimum necessary policies and procedures **when communicated with execution of this agreement.**

Business associate may not use or disclose protected health information in a manner that would violate Subpart E of 45 CFR Part 164 if done by covered entity, except for the specific uses and disclosures set forth below.

Provisions for Covered Entity to Inform Business Associate of Privacy Practices and Restrictions

Covered entity shall notify business associate of any limitation(s) in the notice of privacy practices of covered entity under 45 CFR 164.520, to the extent that such limitation may affect business associate's use or disclosure of protected health information.

Covered entity shall notify business associate of any changes in, or revocation of, the permission by an individual to use or disclose his or her protected health information, to the extent that such changes may affect business associate's use or disclosure of protected health information.

Covered entity shall notify business associate of any restriction on the use or disclosure of protected health information that covered entity has agreed to or is required to abide by under 45 CFR 164.522, to the extent that such restriction may affect business associate's use or disclosure of protected health information.

Term and Termination

Term. The Term of this Agreement shall be effective as of date of signature and shall terminate on the date covered entity terminates for cause as authorized in this agreement, whichever is sooner.

Termination for Cause. Business associate authorizes termination of this Agreement by covered entity, if covered entity determines business associate has violated a material term of the Agreement and business associate has not cured the breach or ended the violation within the time specified by covered entity.

Obligations of Business Associate Upon Termination.

Upon termination of this Agreement for any reason, business associate shall return to covered entity or, if agreed to by covered entity, destroy all protected health information received from covered entity, or created, maintained, or received by business associate on behalf of covered entity, that the business associate still maintains in any form. Business associate shall retain no copies of the protected health information.

Upon termination of this Agreement for any reason, business associate, with respect to protected health information received from covered entity, or created, maintained, or received by business associate on behalf of covered entity, shall: Return to covered entity or, if agreed to by covered entity, destroy the remaining protected health information that the business associate still maintains in any form;

Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information to prevent use or disclosure of the protected health information, other than as provided for in this Section, for as long as business associate retains the protected health information;

Survival. The obligations of business associate under this Section shall survive the termination of this Agreement.

Miscellaneous

Regulatory References. A reference in this Agreement to a section in the HIPAA Rules means the section as in effect or as amended.

Amendment. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for compliance with the requirements of the HIPAA Rules and any other applicable law.

Interpretation. Any ambiguity in this Agreement shall be interpreted to permit compliance with the HIPAA Rules.

Covered Entity: _____

Signed: _____

Date: _____

Print Name: _____ Title _____

Business Associate: Telegenisys Inc.

Signed: _____

Date: _____

Print Name: _____ Title _____

Business Center Drive, Suite 108-223 Fairfield, CA 94534

Telephone: (844) 903-0777 | Fax: 1-(925) 428-5428

sales@telegenisys.com | <https://www.telegenisys.com>



MUTUAL NONDISCLOSURE AGREEMENT

This Mutual Nondisclosure Agreement ("Agreement") is made as of this ___ day of _____, by and between Telegenisys, Inc., located at 5055 Business Center Drive, Suites 108-223, Fairfield, CA 94534. Phone# (844) 903-0777. Fax# 866-624-6520. and

Company and Agent Information:

Company Name: _____ Principal: _____ Address: _____ City: _____ State: _____ ZIP: _____
Contact: _____ Title: _____ Phone: _____ Fax: _____ Email: _____

Here in after "Company"

"Telegenisys, Inc.", and collectively with Company, the "Parties" hereby agree to the following:

In order to promote discussions with respect to a possible business relationship and/or transaction, the Parties may provide Confidential Information to each other, in writing and orally, concerning their products, technologies, business plans, capabilities, and other matters. A Party receiving Information under this Agreement is referred to as "Recipient," and a Party disclosing Confidential Information is referred to as "Discloser." In order to encourage such discussions while protecting their Confidential Information, the Parties agree as follows:

1. Confidential Information. For purposes of this Agreement, "Confidential Information" shall mean all confidential, trade secret, and proprietary information of Discloser, including any nonpublic information relating to the Discloser's technology, customers, business plans and strategies, promotional and marketing activities, finances and other business affairs, and any third party information that the Discloser is otherwise obligated to keep confidential, and that: (i) is disclosed to Recipient in writing or other tangible form and marked in a manner to indicate that it is considered by the Discloser as Confidential Information; or (ii) is disclosed to Recipient orally or in other non-tangible form and that is identified as Confidential Information at the time of disclosure. Unless otherwise stipulated by both Parties, Confidential Information includes the fact of the discussions between the Parties that gave rise to this Agreement.

Information will not be considered Confidential Information if it: (i) is in or comes into the public domain without breach of this Agreement, whether before or after disclosure by Discloser; (ii) can be shown by documentation to have been independently developed by or on behalf of the Recipient without reference to any Confidential Information furnished under this Agreement; or (iii) is received from a third party who did not acquire or disclose such information by a wrongful or tortious act. Any disclosure of Confidential Information hereunder in combination with information that is not confidential information shall not affect the status of the Confidential Information, nor shall it then be deemed to qualify under any of the exclusions described above by virtue of such combination.

2. Nondisclosure. Each Party will: (i) maintain Discloser's Confidential Information in confidence, exercising a degree of care not less than the care used by Recipient to protect its own Confidential Information, which in no event shall be less than a reasonable standard of care; (ii) not use such Confidential Information other than in connection with the possible arrangements being discussed under this Agreement; (iii) not disclose this information to any person not expressly authorized by this Agreement and by the Recipient to receive the Confidential Information hereunder; (iv) advise any person to whom the information is disclosed of his obligation to keep such information confidential; and (v) not disclose such information to any person other than those allowed hereunder without the express, written consent of Discloser.

3. Authorized Recipients. Recipient is authorized to provide Discloser's Confidential Information to its corporate directors and officers. Recipient is also authorized to provide such Confidential Information to particular employees and other representatives, including accounting, audit, financial and legal representatives (collectively, "Personnel") who: (i) have a need to know Confidential Information in connection with the Parties' potential business relationship, or (ii) where not employees of Recipient, have ethical duties of nondisclosure or have executed written nondisclosure agreements obligating them to protect the Confidential Information. Recipient shall ensure that its Personnel comply with this Agreement and their respective nondisclosure agreements.

4. Disclosure Compelled by Law. In the event that Recipient: (i) is threatened or served with an action or motion to force disclosure of Confidential Information, or (ii) is compelled to disclose Confidential Information by valid order of a court or other government entity with the authority to compel the disclosure of such information, Recipient will notify Discloser in writing, as promptly as reasonably practicable (and prior to making any disclosure if possible), in order to provide Discloser the opportunity to intervene and object to, or seek limitations, conditions or restrictions on the disclosure of such Confidential Information. If, nevertheless, the Confidential Information is ordered to be disclosed, Recipient shall furnish only that portion of the Confidential Information as to which the Recipient receives a reasonable opinion of its counsel that such portion of the Confidential Information is legally required to be disclosed.

5. Notice to Provider of Unauthorized Use. Recipient will notify Discloser immediately upon discovery of any unauthorized use or disclosure of Confidential Information or any other breach of this Agreement by Recipient. Recipient will cooperate with Discloser in every reasonable way to help Discloser regain possession of such Confidential Information and prevent its further unauthorized use.

6. Term of Agreement and Termination. The term of this Agreement shall be 24 months from the date set forth above. The Parties may agree in writing to extend the term of this Agreement. Notwithstanding anything herein to the contrary, either Party also may terminate this Agreement upon ninety (90) days' written notice, but such termination shall not affect the obligation of a Party with respect to any Confidential Information that it has received.

7. Duration of Confidentiality Obligation; Survival on Termination. Notwithstanding anything herein to the contrary, the obligation of a Party not to disclose Confidential Information provided to it hereunder shall survive the termination of this Agreement for eighteen (18) months, so long as such Confidential Information has not become part of the public domain as the result of any lawful act of any third party.

8. Ownership and Return of Confidential Information. All Confidential Information remains the property

IN WITNESS WHEREOF, the Parties have duly executed the Agreement to be effective on the date set forth above.

Company
By: _____
Name:
Title:
Contact:
Address:

of Discloser and/or its licensor. Recipient will return or destroy all tangible materials embodying Confidential Information (in any form and including, without limitation, all summaries, copies and excerpts of Confidential Information) promptly following Discloser's written request, and will retain no summaries, copies or excerpts, nor will it allow any such data to remain in the hands of any employee, representative or other person who received such Confidential Information from Recipient, and who has no legal right to maintain it. Upon Discloser's written request, Recipient will provide written certification of its compliance with this paragraph executed by a corporate officer of Recipient.

9. No Implied Agreements. Neither this Agreement, nor the receipt or disclosure of Confidential Information under this Agreement, nor the Parties' ongoing discussions and correspondence, shall constitute or imply a commitment or binding obligation between the Parties to enter into any business relationship or transaction. If the Parties elect to enter into a binding commitment, such commitment will be explicitly stated in a separate written agreement executed by both Parties. Neither this Agreement nor the disclosure of Confidential Information will constitute an express or implied grant to Recipient of any rights to or under Discloser's patents, copyrights, trade secrets, trademarks or other intellectual property except for the purposes expressly set forth in this Agreement.

10. Independent Development(s). Discloser understands that Recipient may currently or in the future be developing information internally or receiving information from other Parties that may be similar to Discloser's information. Accordingly, nothing herein will be construed as a representation or inference that Recipient will not develop products, concepts, systems or techniques that are similar to or compete with the products, concepts, systems or techniques contemplated by or embodied in the Confidential Information, provided that Recipient does not violate any of its obligations under this Agreement.

11. No Export. The Parties agree that they will not use, distribute, transfer or transmit such information (even if incorporated into other products) except in compliance with export regulations. This provision will survive termination of this Agreement.

12. No Representation or Warranty. Each Party (i) acknowledges that neither makes any representation or warranty (express or implied) as to the accuracy or completeness of any Confidential Information, and (ii) agrees to assume full responsibility for all conclusions it may derive from the Confidential Information. Each Party hereby expressly disclaims any and all liability that may be based, in whole or in part, on any Confidential Information, or any errors or omissions therein.

13. Irreparable Harm; Remedies for Breach. Each Party agrees that any breach or threatened breach of this Agreement may cause irreparable harm to the other Party for which monetary damages may be difficult to ascertain or an inadequate remedy, entitling the other Party to seek injunctive relief. In the event of breach, the Parties shall have all rights and remedies provided under governing law, including but not limited to the right to seek and obtain affirmative and/or negative injunctive relief, without the need to post any bond, and to seek and obtain compensatory damages caused by the breach or wrongful act of the other, subject only to the limitation that no Party shall be entitled to seek or collect punitive damages from the other. In the event that either Party initiates a formal legal proceeding in which it asserts the breach of this Agreement by the other, then the prevailing Party in that proceeding shall be entitled to collect, in addition to costs of that action, its reasonable attorneys fees incurred in connection with such legal proceeding.

14. Governing Law. This Agreement shall be governed by and construed in all respects in accordance with the laws of the State of California, regardless of principles of conflicts of laws.

15. Severability. If a provision of this Agreement is held invalid under any applicable law, such invalidity will not affect any other provision of this Agreement that can be given effect without the invalid provision. Further, all terms and conditions of this Agreement will be deemed enforceable to the fullest extent permissible under applicable law, and, when necessary, the court is requested to reform any and all terms or conditions to give them such effect.

16. Entire Agreement. This Agreement constitutes the entire Agreement between the Parties hereto with respect to the subject matter hereof and may not be modified, altered, or changed except by an instrument in writing executed by the Parties. Each Party's obligations hereunder are in addition to, and not exclusive of, any and all of its other obligations and duties to the other Party, whether express, implied, in fact or in law.

17. Facsimile Signatures. This Agreement may be executed and delivered by telecopier or other facsimile transmission all with the same force and effect as if the same was a fully executed and delivered original manual counterpart.

Telegenisys Inc.
By: _____
Name:
Title:

Mark Merani, CEO
Telegenisys Inc. / Telegenisys India Pvt. Ltd.
Business Center Drive, Suite 108-223 Fairfield, CA 94534 - Phone: (844) 903-0777 | Fax: (866) 624-652