



INDEPENDENT CONTRACTOR PHLEBOTOMIST AGREEMENT

THIS AGREEMENT made and entered into on the date last written below, by and between Speedy Sticks, LLC (hereinafter "Employer"), and Christopher Graham, a phlebotomist or other qualified licensed or certified healthcare technician or professional working as an independent contractor (hereinafter "Phlebotomist");

WHEREAS the Employer desires to retain the services of Phlebotomist, and Phlebotomist desires to render services to the Employer, upon the terms and conditions hereinafter stated:

NOW, THEREFORE, the parties hereto, intending to be legally bound hereby, do hereby promise and agree as follows:

SECTION 1 – SCOPE OF DUTIES TO BE PROVIDED

1.1 Term. Employer agrees to hire Phlebotomist, at will, for a term commencing on Feb 27, 2024, and continuing until terminated in accordance with Section 4 of this agreement.

1.2 Duties. Phlebotomist agrees to perform work for the Employer on the terms and conditions set forth in this agreement and agrees to devote all necessary time and attention (reasonable periods of illness excepted) to the performance of the duties specified in this agreement. Phlebotomist's duties shall include the following:

- Drive to patient's house or office to conduct phlebotomy service, taking responsibility to be punctual and professional
- Perform phlebotomy or testing service using medical-grade protocol for safety and accuracy
- Drop off specimen and associated paperwork to designated location for lab retrieval

Phlebotomist further agrees that in all aspects of such work, Phlebotomist shall comply with the policies, standards, regulations of the Employer from time to time established, and shall perform the duties assigned faithfully, intelligently, to the best of his/her/their ability, in accordance with HIPAA (Health Insurance Portability and Accountability Act) and in the best

interest of the Employer.

- 1.3** Phlebotomist agrees that any supplies provided them by Employer are to be used solely for the performance of their duties under this Agreement and that all supplies are the property of Employer and must be returned upon termination of this Agreement.

SECTION 2 – CONFIDENTIALITY

- 2.1** **Confidentiality**. Phlebotomist acknowledges and agrees that property owned by Employer, including amounts paid therefore, patient lists, and other Employer data and information related to its business (hereinafter collectively "Confidential Information") are valuable assets of the Employer. Except for disclosures required to be made to advance the business of the Employer and information which is a matter of public record, Phlebotomist shall not, during the term of this Agreement or after the termination of this Agreement, disclose any Confidential Information to any person or use any Confidential Information for the benefit of Phlebotomist or any other person, except with the prior written consent of the Employer. Employer understands that certain Confidential Information may be required to be disclosed to certain individuals: directors, officers, employees, agents, or advisors (collectively, Representatives) of Phlebotomist. Phlebotomist shall maintain records of the persons to whom Confidential Information is distributed, will inform all such persons of the confidential nature of the information, will direct them to treat such information in accordance with this agreement, will exercise such precautions or measures as may be reasonable in the circumstances to prevent improper use of Confidential Information by them, and will be responsible for any breaches by them of the provisions of this agreement. The term "confidential information" does not include information that is or becomes publicly available (other than through breach of this Agreement) or information that is or becomes available to Phlebotomist on a non-confidential basis, provided that the source of such information was not known by Phlebotomist (after such inquiry as would be reasonable in the circumstances) to be bound by a confidentiality agreement or other legal or contractual obligation of confidentiality with respect to such information. In the event that Phlebotomist or any of Phlebotomist's representatives, assigns, or agents are requested or required by law or legal process to disclose any of the Confidential Information, the party required to disclose such information shall provide Employer with prompt oral and written notice before making any

disclosure. In addition, Confidential Information may be disclosed to the extent required in the course of inspections or inquiries by federal or state regulatory agencies to whose jurisdiction Phlebotomist is subject and that have the legal right to inspect the files that contain the Confidential Information, and Phlebotomist will advise Employer promptly upon such disclosure.

2.2 Return of Documents. Phlebotomist acknowledges and agrees that all originals and copies of records, reports, documents, lists, plans, memoranda, notes and other documentation related to the business of the Employer or containing any Confidential Information shall be the sole and exclusive property of the Employer and shall be returned to the Employer upon the termination of this Agreement or upon the written request of the Employer.

2.4 No Release. Phlebotomist agrees that the termination of this Agreement shall not release Phlebotomist from any obligations under Section 2.1 or 2.2.

SECTION 3 – COMPENSATION

3.1 Compensation. In consideration of all services to be rendered by Phlebotomist to the Employer, the Employer shall pay to said Phlebotomist, the dollar amount as highlighted during the onboarding process, namely:

Per Job
\$25 - \$50
Per Location
\$25 - \$110

and \$0.25 per mile driven. Individual and corporate jobs are capped at \$100.00.
Compensation rates subject to change at the discretion of Speedy Sticks.

3.2 Withholding; Other Benefits. Compensation paid pursuant to this Agreement shall not be subject to the customary withholding of income taxes and other employment taxes. Phlebotomist shall be solely responsible for reporting and paying any such taxes. The Employer shall not provide Phlebotomist with any coverage or participation in the Employer's accident and health insurance, life insurance, disability income insurance, medical expense

reimbursement, wage continuation plans, or other fringe benefits provided to regular employees.

SECTION 4 - TERMINATION

- 4.1 Termination at Will.** This Agreement may be terminated by the Employer immediately, at will, and in the sole discretion of Employer. Phlebotomist may terminate this Agreement upon 14 days written notice to Employer. This Agreement also may be terminated at any time upon the mutual written agreement of the Employer and Phlebotomist.

SECTION 5 - INDEPENDENT CONTRACTOR STATUS

- 5.1** Phlebotomist acknowledges that he/she is an independent Contractor and is not an agent, partner, joint venturer nor employee of Employer. Phlebotomist shall have no authority to bind or otherwise obligate Employer in any manner beyond the terms of this Agreement, nor shall Phlebotomist represent to anyone that it has a right to do so. Phlebotomist further agrees that in the event that the Employer suffers any loss or damage as a result of a violation of this provision Phlebotomist shall indemnify and hold harmless the Employer from any such loss or damage.
- 5.2** **Assignment.** The Phlebotomist shall not assign any of his/her rights under this agreement or delegate the performance of any of his/her duties hereunder, without the prior written consent of the Employer.

SECTION 6 - REPRESENTATIONS AND WARRANTIES OF PHLEBOTOMIST

- 6.1** Phlebotomist represents and warrants to the Employer that there is no employment contract or other contractual obligation to which Phlebotomist is subject, which prevents Phlebotomist from entering into this Agreement or from performing fully Phlebotomist's duties under this Agreement.
- 6.2** Phlebotomist represents that he/she is licensed by the appropriate licensing agency for their profession and that he/she is in good standing with such agency.
- 6.3** Phlebotomist represents and warrants that he/she will comply with the Health Insurance Portability and Accountability Act (HIPAA) and any changes to said act, in handling of patient data and samples.

- 6.2 Phlebotomist represents and warrants that he/she has the requisite insurance coverage, including a policy with the following limits: 2 million / 4 million, and you will provide Employer a copy of Proof of Insurance upon the signing of this document and at any time thereafter should Employer request same.

SECTION 7 - MISCELLANEOUS PROVISIONS

- 7.1 The provisions of this Agreement shall be binding upon and inure to the benefit of the heirs, personal representatives, successors and assigns of the parties. Any provision hereof which imposes upon Phlebotomist or Employer an obligation after termination or expiration of this Agreement shall survive termination or expiration hereof and be binding upon Phlebotomist or Employer.
- 7.2 No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.
- 7.3 This Agreement shall be governed by and shall be construed in accordance with the laws of the State of New York.
- 7.4 This Agreement constitutes the entire agreement between the parties pertaining to its subject matter and supersedes all prior contemporaneous agreements, representations and understandings of the parties. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by all parties.
- 7.5 **Severability.** If any provision of these policies and regulations or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of these policies and regulations which can be given effect without the invalid provision or application, and to this end the provisions of these policies and regulations are severable. In lieu thereof, there shall be added a provision as similar in terms to such illegal, invalid and unenforceable provision as may be possible and be legal, valid and enforceable.
- 7.6 **Indemnification.** Phlebotomist does hereby covenant and agree to defend, indemnify and hold harmless, absolutely and unconditionally, Employer, subsidiaries, affiliated companies, directors, officers, employees, agents, and servants of the Employer from and against any and all damages, or injury of any kind or nature whatsoever (including death resulting from such damage or injury) losses, claims, demands, actions, causes of action, costs, expenses, liabilities

and obligations of any kind whatsoever, including, but not limited to attorney's fees, arising out of, related to, or connected with Phlebotomists work on behalf of Employer. This indemnification also applies to all costs Phlebotomist may incur in conducting their business, including any and all applicable insurance fees, any local, State, or Federal licenses, permits or taxes. If any person shall make a claim for any damage or injury (including death resulting from such damage or injury) as described above, whether such claim be based upon Phlebotomists alleged active or passive negligence or participation in the wrong or upon any alleged breach of any statutory duty, administrative regulation (whether non-delegable or otherwise) or obligation on the part of Phlebotomist, or otherwise, then Phlebotomist shall indemnify and save harmless Employer from and against such claim and all loss, expense, and damage or injury that Employer may sustain as a result of such claim. Phlebotomist agrees to assume on behalf of Employer the defense through counsel of any action at law or equity which may be brought against Employer upon such claim and to pay on behalf of Employer upon Phlebotomist's demand the amount of any judgment which may be entered against Employer in any such action. The obligation under this Section shall be continuing and shall not be diminished by any approval or acceptance of or payment for work by Phlebotomist.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one instrument.

WITNESS OUR SIGNATURES, on this date: Feb 27, 2024

Daniel Buitrago
Speedy Sticks, LLC

Christopher Graham
Christopher Graham (Feb 27, 2024 19:57 EST)
PHLEBOTOMIST







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Final Audit Report

2024-02-28

Created:	2024-02-28
By:	Daniel Buitrago (dbuitrago@speedysticks.com)
Status:	Signed
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"ind.contr. agreement phleb Update OCT20TH23v2" History

-  Web Form created by Daniel Buitrago (dbuitrago@speedysticks.com)
2023-10-20 - 5:48:01 PM GMT
-  Web Form filled in by Christopher Graham (cgraham24.05@gmail.com)
2024-02-28 - 0:57:31 AM GMT
-  Email verification link emailed to Christopher Graham (cgraham24.05@gmail.com)
2024-02-28 - 0:57:32 AM GMT
-  Email viewed by Christopher Graham (cgraham24.05@gmail.com)
2024-02-28 - 0:57:47 AM GMT
-  E-signature verified by Christopher Graham (cgraham24.05@gmail.com)
2024-02-28 - 0:57:47 AM GMT
-  Agreement completed.
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