



420 Lake Cook Rd. Suite 104, Deerfield, IL 60015 | p. 877.554.5678 | f. 847.739.3139

MASTER SERVICES CONTRACTOR AGREEMENT

This MASTER SERVICES CONTRACTOR AGREEMENT ("Agreement") dated **DATE** ("Effective Date"), is made by and between [REDACTED]

[REDACTED] and **CONTRACTOR_COMPANY_NAME**, located at **CONTRACTOR_COMPANY_ADDRESS** (hereinafter referred to as "Contractor").

- 1. Scope and Engagement.** Client of Company ("Client") has requested Company to provide services for its project. Company has identified Contractor as an appropriate resource to provide services on behalf of Company based on Client's requirements. Subject to the terms and conditions of this Agreement, Company hereby retains Contractor to perform technical or other specialized services ("Services") and/or to provide items ("Deliverables") and Contractor agrees to provide Services and Deliverables as an independent contractor to Company performing services on behalf of Company for Client as described in a Statement of Work, in the form set forth in Exhibit A, to be agreed in writing between the parties from time to time (each, an "SOW"). Contractor shall provide Services through the personnel listed in the SOW (Paragraph 11 of Exhibit A). Contractor also hereby agrees that all of its personnel will sign an "Employee Consent" in the form of Exhibit B (which shall be provided to Company in complete form before such personnel begin work).
- 2. Consultation Services:** During the Term of this Agreement, Contractor shall perform the Services as set forth in the SOW in accordance with the specifications, terms and performance standards set forth herein and in the applicable SOW. Furthermore, Contractor shall:
 - a. Services. Perform all Services and provide Deliverables, as specified in any applicable SOW. Contractor shall not use any equipment, facilities, supplies or other property of any third party that would give rise to any claims of ownership of Contractor's work hereunder by such third party.
 - b. Process. Use a process-driven approach to its work efforts that is repeatable and reasonable. Upon Company's request, Contractor shall review the approach with Company;
 - c. Reports. Contractor shall deliver to Company weekly a written report in an electronic form as specified by Company detailing number of hours worked and work performed by Contractor's employee or consultant.
 - d. Safety Standards. Comply with all requirements issued by Company (such as those regarding hazardous materials, safety, and performance of work on Company's customer's premises), take all necessary precautions to prevent injury to any persons or damage to any property during the Term (as hereinafter defined), and shall be solely responsible for any such injury to any person (including death) or damage to property arising out of Contractor's acts or omissions;
 - e. Rules and Laws. Observe and abide by all applicable laws and regulations, including, but not limited to, those of Company relative to conduct on any premises under Company's control. Contractor shall abide by any requirements, or rules or regulations governing conduct or performance of the services, as required by any contract or agreement between Company and the Client with respect to which the Services are performed. Contractor shall further allow and enable Company to comply, and not prevent Company from complying, with all applicable laws, regulations, and policies.



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- f. Non-interference. Not interfere with Company's business operations while performing under this Agreement; and
- g. Use of Information. Use information connected with this Agreement only in support of work under it.

3. Warranties: Contractor represents, warrants and covenants that:

- a. Material Defects. All Deliverables shall be free of material defects and operate in all material respects in conformance with any related Statement of Work, including without limitation, any specifications therefor.
- b. Professional Standards. All Services rendered by Contractor in connection with this Agreement shall be provided in accordance with the highest applicable professional standards and practices. Contractor shall perform the Services and provide the Deliverables in accordance with the metrics and other standards set forth in this Agreement and/or the applicable SOW, as determined in the Company's or Client's reasonable discretion.
- c. Due Authority, Authorization and Enforceability. Contractor has full authority to execute and deliver this Agreement and to consummate the transactions contemplated hereby, and this Agreement will not violate any other agreement to which Contractor is or becomes a party, nor any law, court order or decree to which Contractor is subject, and this Agreement constitutes a valid and binding agreement of Company and Contractor, as applicable, enforceable against it in accordance with its terms.
- d. Liens; Incorporation of Proprietary Materials. Contractor shall not place on any Deliverables any liens, security interests or other encumbrances that would in any manner affect Company's or Client's use thereof under this Agreement. Any software as to which Contractor agrees to vest ownership in Company as provided herein, has and shall be developed by Contractor without taking, copying or incorporating any code, routines or other proprietary materials of any third party, or that are subject to a general public license.
- e. No Timers or Viruses. No software delivered by Contractor hereunder (nor any portion thereof) shall contain at the time of installation any virus, timer, clock, counter, or other limiting design or routine that causes or could cause the related system (or any portion thereof) to become erased, inoperable, impaired, or otherwise incapable of being used in the full manner for which it was designed (including, but not limited to, any design or routine that would impede copying thereof).
- f. Intellectual Property Rights. Contractor has the right and unrestricted ability to assign the Deliverables and the Work Product to Company and/or Client as set forth in Section 11 (Ownership of Work Product and Intellectual Property) (including without limitation the right to assign any Deliverables and the Work Product created by Contractor's employees or contractors); The Services to be rendered and Deliverables to be provided in connection with this Agreement will not violate or in any way infringe upon any rights of third parties including, without limitation, any property, contractual, employment, proprietary information, or non-disclosure rights, or any copyrights, patents, trademark, trade secrets, or other proprietary rights.
- g. Contractor Information. Contractor states to the best of his/her knowledge, information, and belief: (a) all information provided to Company and Client related to Contractor and its personnel's qualifications is accurate; and (b) Contractor and its



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personnel is not subject to any contractual limitations on his/her ability to perform Services and provide Deliverables under this Agreement.

4. Term of Agreement:

- a. Term and Termination. This Agreement will begin on the Effective Date and will extend for one year, or until the Services have been completed to the satisfaction of the Client and/or Company (the "Term"). Contractor understands that this is an at-will Agreement. The actual Term of the Agreement is at the will of the Client and the Company and may change at any time, at the sole discretion of the Company. Either party may terminate this Agreement, without any penalty, for a material breach of this Agreement by the other party ("Cause"), subject to a thirty (30) calendar day cure period upon receipt of notice of termination. Either party may terminate this Agreement, effective immediately, if the other party becomes insolvent or files or has filed against it a petition in bankruptcy. Either party may terminate this Agreement without Cause upon written notice when there are no outstanding SOWs. An SOW may be terminated in accordance with the process set forth in the applicable SOW. Contractor may cancel the Agreement on fourteen (14) days' notice to the Company in writing, by certified mail or personal delivery to Company. It is acknowledged that the Contractor's termination of the Agreement without fourteen (14) days' notice to the Company or failing to start the project on the Start Date specified in the SOW or leaving the project within the first 30 days after the Start Date specified in the SOW constitutes a breach of the Agreement and will cause the Company to incur substantial economic damages and losses of types and in amounts which are impossible to compute and ascertain with certainty as a basis for recovery by the Company of actual damages, and that liquidated damages represent a fair, reasonable and appropriate estimate thereof. Accordingly, in lieu of actual damages for such breach, the Contractor agrees that liquidated damages may be assessed and recovered by the Company as against Contractor, in the event of Contractor's termination of the Agreement without 14 days' written notice or failing to start the project on the Start Date specified in the SOW or leaving the project within the first 30 days after the Start Date specified in the SOW, and without the Company being required to present any evidence of the amount or character of actual damages sustained by reason thereof; therefore Contractor shall be liable to the Company for payment of liquidated damages according to the following schedule: \$10,000 for Contractor's termination of the Agreement without 14 days' written notice; \$15,000 for Contractor's failing to start the project on Start Date specified in the SOW; and \$25,000 for Contractor's leaving the project within the first 30 days after the Start Date specified in the SOW. Such liquidated damages are intended to represent estimated actual damages and are not intended as a penalty, and Contractor shall pay them to Company without limiting Company's right to terminate this Agreement for default as provided elsewhere herein.
- b. Effect of Termination. Upon termination, Contractor will (i) immediately cease work under any SOW, (ii) deliver to Company the Services completed up to the date of termination at the agreed upon fees set forth in the relevant SOW, (iii) deliver upon request any work in process, and (iv) deliver to Company (unless earlier requested) any and all drawings, notes, memoranda, specifications, devices, formulas, and documents, together with all copies thereof, and any other material containing or disclosing any



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Work Product or Confidential Information and (v) if Company terminates this Agreement for Cause, Contractor will deliver a pro-rated portion of any payments made in advance for Services to be performed after the date of termination.

- c. **Survival.** The rights and obligations contained in Sections for "Warranties", "Ownership of Work Product and Intellectual Property", "Confidential Information", "Liability", "Limitation of Liability", "Indemnification" and "General Provisions" will survive any termination or expiration of this Agreement.
5. **Location of Services:** The Contractor will perform Services in accordance with this Agreement at a Client site or at Company site, as described in the applicable SOW. In addition, the Contractor will perform Services on the telephone and at such other places as designated by the Company or Client, in their absolute sole discretion, to perform the Services in accordance with this Agreement.
6. **Contractor Compensation:** The Contractor will be paid at the rates and prices specified in the applicable SOW for the Services and Deliverables in accordance with this Agreement. The Contractor will submit an approved Company- or Client-specified timesheet signed by an approved Client representative setting forth the time spent on the Services or Deliverables. Company reserves the right, in its absolute sole discretion, to pay the Contractor the amounts due as indicated by statements submitted by the Contractor upon receiving payment from the Client. Contractor must turn in timesheet within five (5) calendar days of the date of performing the Services or providing the Deliverables in order to receive payment for work performed. Contractor agrees that in the event of Client's failure or refusal to pay Company for the services, due to unsatisfactory performance provided by Contractor, or if Contractor is discharged from service for Company due to unsatisfactory performance, Contractor will not be paid for the number of hours Client has refused payment on, up to eighty (80) hours. It is further agreed that if such invoice is paid by Company, Company shall be entitled to recover up to eighty (80) hours of such payment from Contractor or to deduct such amount by offset from any payments then or thereafter due to Contractor.
7. **Invoicing:** Contractor will be paid in accordance with the terms of compensation described in this Agreement under Section 6, and shall not be entitled any other form of compensation (including benefits) by Company or any other party. Contractor agrees to invoice SCIGON monthly, within 60 days of performed services. Invoices submitted after 60 days after performed services will not be paid. Contractor will only be paid for invoices supported by records reflecting the hours the Services were performed or Deliverables provided and which have been approved for payment by the Client as evidenced by the signature of a Client representative. Contractor's invoice shall be paid in accordance with the following procedure: (a) Company shall bill Client in accordance with the number of hours reflected on the Contractor's invoice at the agreed rate between Company and Client; (b) Contractor will be paid for approved hours at the agreed rate between Company and Contractor; and (c) Company shall retain difference between amount billed to Client and amount properly invoiced by Contractor as a commission from Client to Company for its efforts. Contractor agrees that the Client controls the payment of fees to Contractor. Contractor shall only be entitled to payment from Company after Company has been paid by Client. If Company is not paid in whole or in part by Client, due to cause of performance and written notice from Client, Contractor will not be paid. Within ninety (90) days of receipt of payment from Company, Contractor must bring to Company's attention any errors relating to payment. Payment issues not raised within such 90 day period are deemed waived except to the extent resulting from fraud.
8. **Business Expenses:** It is recognized and agreed that in connection with the Services to be performed or Deliverables provided for Client, Contractor may be obligated to expend money for travel or



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other business expenses. If such a situation arises, Contractor agrees to contact Company to receive verification of reimbursement from Company; otherwise, Contractor shall be solely liable and responsible for payment of same, and shall indemnify and hold Company and Client harmless from claims made by any entity for payment for such expenses incurred. Contractor must provide to Company all original receipts for all expenses and an accompanying expense report must be signed by an authorized Client representative. Contractor must turn in expenses within sixty calendar (60) days of the date of the expense in order to receive payment for expense.

9. **Non-Employment:** The Contractor recognizes that the Company has spent time, effort and resources to develop and maintain Client relationships and that the Company expects fair compensation for the efforts put forth on behalf of the Contractor's personnel and the Client. The Contractor agrees, therefore, to disallow its personnel from accepting employment with Client or any place of business where work is being performed on behalf of either the Company or the Client directly or indirectly through any third party for a period of eighteen (18) months following the expiration of the Term of this Agreement without prior written authorization from Company. In the event the Contractor's personnel engages in employment with the Client before the end of the Term of this Agreement and without consent of the Company, Contractor agrees to pay Fifty Thousand dollars (\$50,000) as liquidated damages to the Company. Payment will be due upon the first day of employment of Contractor's personnel with the Client. Parties agree that such an action will cause the Company to incur substantial economic damages and losses of types and in amounts which are impossible to compute and ascertain with certainty as a basis for recovery by the Company of actual damages, and that these liquidated damages represent a fair, reasonable and appropriate estimate thereof. Contractor also acknowledges and agrees that the restrictions and commitments set forth in this Section are necessary to protect the legitimate interests of Company and are reasonable in scope. Contractor represents that the restrictions contained herein do not, and will not, unduly impair its ability to operate or continue to work.
10. **Non-Competition:** During the Term of this Agreement, Contractor agrees not to circumvent this Agreement or engage in any activity or business practices independently or with a competing firm which would result in infringing upon the profits or financial gain of the Company by soliciting business from customers, prospects, and leads of the Company or its affiliates. During the Term of this Agreement (including any renewals or extensions) and for a period of one year thereafter, Contractor agrees that it will immediately pay Company a finder's fee if: (a) Contractor or anyone acting on its behalf, directly or indirectly, provides or advises another of the opportunity to provide, any services to a Client introduced through Company; or (b) Contractor or anyone acting on its behalf, directly or indirectly, retains or solicits for itself or for another party, the services of any of Company's employees or other contractors introduced through Company. For purposes of this paragraph, "introduced through Company" means where a client, employee, or other contractor came to the attention of Contractor in any manner through Company. The finder's fee Contractor shall pay to Company will be equal to fifty percent (50%) of annual compensation paid to Contractor or anyone acting on its behalf to provide services to Client in violation of the covenant described above under "(a)". The finder's fee Contractor shall pay Company will be equal to fifty percent (50%) of annual compensation paid to employees or contractors of Company solicited to leave Company in violation of the covenant described above under "(b)". Contractor also acknowledges and agrees that the restrictions and commitments set forth in this Section are necessary to protect the legitimate interests of Company and are reasonable in scope. Contractor represents that the



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restrictions contained herein do not, and will not, unduly impair its ability to conduct business or earn a living.

11. Ownership of Work Product and Intellectual Property: Contractor agrees for itself and its personnel, that all documents, deliverables, software, systems designs, disks, tapes and any other materials (collectively, "Work Product") created in whole or in part by Contractor in the course of or related to providing Services or Deliverables to the Client shall be treated as a "work for hire" for the Company and/or Client. Contractor will immediately disclose to the Company and the Client all discoveries, inventions, enhancements, improvements and similar creations ("Creations") made, in whole or in part, by Contractor in the course of or related to providing Services and Deliverables to the Client. All ownership of any materials, Work Product, or Creations shall vest exclusively with the Client, including any copyright rights, patent rights or any other intellectual property rights. Contractor and its personnel acknowledges that the fee it is receiving from Company includes compensation for assigning all intellectual property rights that may arise in the course of performance of services under this Agreement. Contractor and its personnel hereby assigns to Client all right, title and interest that Contractor and its personnel may have in such materials, Work Product, and Creations without entitlement to any additional compensation and free of all liens and encumbrances of any type, to the extent allowed by law. Contractor and its personnel agrees to execute any documents necessary by Client to register or perfect its intellectual property rights. Any rights conferred upon Client under this paragraph may only be waived or assigned in writing signed by an authorized representative of Client. To the extent there are any intellectual property rights to the Deliverables or Work Product that Contractor does not have the legal right to assign to Company, Contractor hereby grants to Company and Client a perpetual, irrevocable, royalty-free, worldwide, nonexclusive right and license to those intellectual property rights in and to the Deliverables or Work Product.

12. Confidential Information and Property Rights:

- a. Confidential Information Defined. In connection with their obligations hereunder (including all periods prior to the Effective Date during which proposals to perform the Services or provide the Deliverables were being made and evaluated), the Company and Client may disclose certain confidential and/or proprietary information and materials, including trade secrets concerning that the Company's or Client's business its products or services, customers, business and marketing strategies, software programs, technical information, customer information, and/or operations information and access codes and passwords for internal systems and the data contained within those systems, and/or any general skills, know-how, concepts, expertise, methods, and techniques of Company or Client, its affiliates or subsidiaries, or their respective personnel ("Confidential Information").
- b. Disclosures. The Contractor shall use any Confidential Information of the Company or Client only to perform its obligations or enforce its rights under this Agreement. The Contractor and its personnel agree that any Confidential Information received by the Contractor and its personnel during any furtherance of the Contractor's obligations in accordance with this Agreement, which concerns the personal, financial or other affairs of the Company or Client will be treated by the Contractor and its personnel in full confidence and will not be revealed to any other persons, firms or organizations. Further, the Confidential Information, including all files, records, documents, drawings, specifications, equipment, and similar items relating to the business of the Client,



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whether they are prepared by Contractor or come into the Contractor's possession in any other way and whether or not they contain or constitute trade secrets owned by Client, are and shall remain the exclusive property of Client and shall not be removed from the premises of Client under any circumstances whatsoever, without the prior written consent of the Client. Company reserves the right to withhold payment to the Contractor until the aforementioned items are returned to either the Company or the Client. The Contractor shall be responsible for any unauthorized disclosure or use of the Company's or Client's Confidential Information by Contractor's personnel. The Contractor will ensure that each employee or affiliate having access to the Company's or Client's Confidential Information shall comply with the provisions of this section. Before Contractor provides any Confidential Information of the Company or Client to any permitted subcontractors, Contractor shall have an appropriate agreement with any such party sufficient to require the party to treat Confidential Information in accordance with this Agreement. The Contractor disclose Confidential Information to the extent required by law or court order, but must give the Company and Client reasonable prior notice to permit the Company or Client a reasonable opportunity to obtain a protective order.

- c. Protection of Confidential Information. The Contractor shall protect the confidentiality of the Confidential Information of the Company and Client using at least the same level of care (but no less than reasonable care) that the Contractor uses to protect and maintain the confidentiality of its own Confidential Information.

13. Client and Manager Confidentiality: The names of companies, managers or peers where the Contractor works is also considered confidential information; therefore Contractor and its personnel agree not to disclose, either orally or in writing, the names of any clients where the Contractor and its personnel will have performed services or the names of any managers or peers at those Clients. Contractor and its personnel agree that if he/she posts anything regarding the duties undertaken in performing services on a resume or online, that the name of the Client or places where services will have been performed will be listed as "Confidential" or "SCIGON Solutions". Additionally, Contractor agrees to list Company recruiters or account managers for any reference checks and not managers they may have reported to on a Company client site. Contractor agrees that these measures will remain in effect for one year after the last date work is done on the client site without the express written permission of Company.

14. Conduct, Independent Status, and Benefits: In performing its services under this Agreement as an independent contractor, Contractor and its personnel shall be responsible for: (a) providing competent professional services in the required areas of expertise; (b) using its own independent skill and judgment; and (c) determining the manner and means best suited to perform its services. In negotiating its fees with Company and setting the compensation of its personnel, Contractor and its personnel has taken into account that Contractor and its personnel is not entitled to any benefits from Company or Client, including group insurance, liability insurance, disability insurance, paid vacation, sick leave or other leave, retirement plan, health plan, premium "overtime" pay, or any other benefit. Should Contractor and its personnel be deemed to be entitled to any benefits or employee rights from Company or Client by operation of law or otherwise, Contractor and its personnel expressly waives all such benefits. As an independent contractor, Contractor is responsible for: (a) paying or withholding as required, federal, state, and local employment taxes (e.g. FICA and FUTA) or other taxes or payments (Contractor will provide Company with suitable



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evidence of payment upon request); and (b) obtaining Worker's Compensation coverage to the extent required by law. Neither Company nor Client shall bear any responsibility for paying or withholding any of these taxes or other payments. In the event any individual or entity brings or threatens to bring a claim against Company or Client related to the status, acts or omissions of Contractor or its personnel, Contractor agrees to cooperate with Company and Client. Contractor's cooperation shall include providing accurate factual information to support Contractor's representations of independent contractor status.

- 15. Liability:** As an independent contractor, Contractor is solely responsible for the Services and Deliverables it provides to the Company and the Client under the Agreement. Consequently, neither Company, Client, nor their customers or clients shall be liable to any other party for the services provided under any circumstances. Neither Company nor Client will indemnify Contractor and its personnel for any liability incurred by Contractor, its agents or employees. While Contractor understands that Company will act in good faith to describe the task requirements set forth by the Client, Contractor hereby releases Company from any liability relating to these representations or Contractor's working conditions. Contractor acknowledges that Company has no right to control any aspect of the project and Contractor has had the opportunity to discuss directly with the Client the task requirements prior to acceptance of the work. Contractor releases Company from any liability for statements made to third parties by Company regarding Contractor's performance. Contractor warrants that work will be performed pursuant to agree upon schedules and to the best of contractor's abilities and in a good, workmanlike manner with the highest standards of care, skill, and diligence. Contractor agrees to make at Contractor's own expense corrections and modifications necessary to correct any errors or omissions in Contractor's work product. Contractor also assumes liability for any damages caused to Client equipment as a result of Contractor's and its personnel negligence or abuse, including, but not limited to, the installation of applications that contain any viruses, worms, Trojan horses, time bombs, back or trap doors or any other debilitating or disabling devices or malicious code.
- 16. Limitation of Liability:** EXCEPT FOR BREACHES OF SECTION 12 (CONFIDENTIAL INFORMATION) OR CLAIMS THAT ARISE UNDER SECTIONS 15 (LIABILITY) OR 22 (INDEMNIFICATION), IN NO EVENT SHALL COMPANY BE LIABLE TO THE CONTRACTOR, WHETHER BASED IN CONTRACT, TORT, WARRANTY, OR ANY OTHER GROUNDS, FOR ANY LOSS OF PROFIT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR FOR ANY SPECIAL DAMAGES OF ANY KIND, EVEN IF THE CONTRACTOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- 17. Email/Internet:** The Contractor and its personnel agrees to use email and the internet at the Client site for business purposes only. Any use of the email and/or internet for purposes other than business needs could result in immediate termination of this Agreement.
- 18. Harassment Policy and Electronic and Telephonic Communication Policy:** The Contractor and its personnel has read and understand the Company's Harassment Policy and Electronic and Telephonic Communication Policy (Exhibit C and Exhibit D, respectively).
- 19. Job search:** During the Term of this Agreement, Contractor's personnel agrees to abstain from any job searching or interviewing activities until two (2) weeks before the end of the Agreement. Contractor additionally agrees not to advertise its personnel resume on any job boards or announce availability for work. Contractor understands this contract is an exclusive arrangement and during the Term of the Agreement any additional work done will be done with permission of Company. Contractor's personnel agrees not to take phone calls regarding job opportunities or take interviews for other jobs while conducting billable work for Company or conducting any work for Client.



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20. Taxes: As an independent contractor, the Contractor agrees to comply with all federal, state and local guidelines regarding the payment of taxes, fees, and insurances. As a business to business relationship, it is the sole responsibility of the Contractor to pay all taxes, fees, and insurances and the Company may not be held liable for this responsibility. Unless otherwise specified in an SOW, rates for the Services and Deliverables shall include any applicable taxes, such as income, gross receipts, sales, use, ad valorem, value added, franchise, profits, withholding, excise, stamp, business, occupation, customs, duties or any similar fees. Contractor agrees to complete and provide to Company within a reasonable period of time, or if required, to the applicable taxing authority, such forms, certifications or other documents as may be reasonably requested by Company in order to reduce or exempt tax payments to Contractor when and where applicable by law.

21. Insurance:

- a. Contractor, at its own cost and expense, will at all times while performing work during the Term of this Agreement maintain the insurance coverage of the types listed below. Upon written request, Contractor shall provide Company with certificates of insurance evidencing the coverages required. Any acceptance of insurance certificates by Company, or Contractor's failure to provide such certificates, will not limit or relieve Contractor of its duties and responsibilities with respect to maintaining insurance assumed by Contractor under this Agreement or constitute a waiver or modification of the requirements contained herein. Contractor's certificate(s) of insurance must note that the insurers issuing such coverage shall endeavor to provide Company with at least thirty (30) days' prior written notice in the event of cancellation or non-renewal of coverage.
 - i. Contractor shall maintain commercial General Liability coverage for bodily injury and property damage occurring during and in connection with the performance of Services. The limit shall be no less than \$1,000,000 combined single limit for bodily injury and property damage each occurrence and aggregate. Company shall be included as an additional insured on a primary & non-contributory basis under the commercial general liability policy maintained by the Contractor.
 - ii. Contractor shall be responsible for and shall maintain a Workers' Compensation and Employers' Liability policy. Part A of the policy shall include statutory coverage in all states in which operations exist and Part B of the policy shall be written with limits of no less than \$500,000/\$500,000/\$500,000. A waiver of subrogation in favor of Company shall be provided under the policy.
 - iii. Any other insurance required by law, regulations or orders in any state or country where the Services are to be performed or Deliverables to be provided.
- b. Waiver of Subrogation. Except to the extent prohibited by law, Contractor and its insurers waive all rights of recovery or subrogation against Company and Client, its affiliates, and their respective directors, officers, shareholders, employees and agents.
- c. Subcontractors to Maintain Insurance. In the event that Contractor utilizes the services of subcontractors to perform the services contemplated hereunder, Contractor shall require from or provide for all subcontractors the same minimum insurance requirements detailed above. Company reserves the right to request copies of subcontractors' certificates of insurance from Contractor when deemed necessary.

22. Indemnification: Contractor and its personnel shall indemnify and hold harmless Company and Client, their owners, officers, directors, agents, and employees, from and against all claims, liabilities



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or costs (including attorney's fees and court costs), brought by any other party, including any of Contractor's employees, other private parties, or governmental entities. The types of claims covered by this indemnification provision, shall include, but shall not be limited to: worker's compensation claims, claims under wage and hour laws, employment tax liability, benefits claims, claims related to independent contractor status, the status of its personnel, or any other matters involving the acts or omissions of Contractor.

23. Breach: In the event of a breach of this Agreement, the other party shall have such rights and remedies to which it is entitled at law or in equity. In the event of impossibility of performance due to circumstances beyond a party's control (i.e. force majeure), such non-performance shall be excused.

24. General Provisions:

- a. Assignment. Neither party may assign their rights or obligations under this Agreement without the prior written consent of the other party and any attempt to do so without such written consent shall be void. Notwithstanding the foregoing, Company may, without the written consent of Contractor, assign any and/or all of its rights and obligations under this Agreement to: (i) an entity that acquires all or substantially all of its assets, or all or substantially all of the assets of one or more of its business units, (ii) an affiliate of the Company; or (iii) a successor entity in a merger or acquisition. Subject to the foregoing, this Agreement and the SOW shall be binding on the parties and their respective successors and permitted assigns
- b. Notices. Any notices, requests or other communications required or permitted by this Agreement shall be in writing and shall be delivered as follows with notice deemed given as indicated: (i) by personal delivery when delivered personally; (ii) by overnight courier upon written verification of receipt; (iii) by telecopy or facsimile transmission or e-mail upon acknowledgement of receipt of electronic transmission; or (iv) by certified or registered mail, return receipt requested, upon verification of receipt. Notice shall be sent to the addresses set forth above or such other address as either party may specify in writing by notice as provided by this section. In the case of Company, notices shall be sent to the attention of Eugene Gonchar.
- c. Entire Agreement: This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the hiring of Contractor and its personnel by Company and/or Client, and contains all of the covenants and agreements between the parties with respect to that hiring in any manner whatsoever. Each party to this Agreement acknowledges that no representation, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement, or promise not contained in this Agreement shall be valid or binding on either party, except that any other written agreement dated concurrent with or after this Agreement shall be valid as between the signing parties thereto.
- d. Modification: This Agreement may only be modified by mutual agreement of authorized representatives of the parties in writing. No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, will be effective unless in writing and signed by the authorized representative of the party to be charged.
- e. Waiver: The failure of either party to insist on strict compliance with any of the terms, covenants, or condition, nor shall any waiver or relinquishment of any right or power at



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any one time or times be deemed a waiver or relinquishment of that right or power for all or any other times. A waiver by any of the parties of a breach or covenant of this Agreement shall not be construed to be a waiver of any succeeding breach or any other covenant unless specifically and explicitly stated in such waiver.

- f. Relationship between Parties. Company's relationship with Contractor will be that of an independent contractor and nothing contained in this Agreement shall be construed as creating or implying a joint venture, partnership, agency, or employment relationship between the parties or their respective employees and contractors, and neither party will have the right to bind the other or incur any obligation on the other's behalf without the other's prior written consent.
- g. Force Majeure. Neither party shall be deemed to be in default of any provision of this Agreement, or failures in performance, resulting from acts or events beyond the reasonable control of such party and such acts shall include, but not be limited to, acts of God, civil or military authority, civil disturbance, war, strikes, fires, or other catastrophes, or other "force majeure" events beyond the parties' reasonable control.
- h. Change Orders. During the Term, Company and Contractor may agree upon additional Services to be performed and/or Deliverables to be provided by Contractor under a new SOW and/or may agree to modify the Services and/or Deliverables under an existing SOW. Any such modifications shall be set forth in a change order in the form set forth in Exhibit E, or in accordance with change procedures set forth in the applicable SOW ("Change Order"). No amendments, modifications or changes to this Agreement shall be made pursuant to a SOW or Change Order and any language on a SOW or Change Order that purports to amend, modify or change, or that otherwise conflicts with or adds to this Agreement shall be void and of no force and effect. Any additional services, deliverables or modifications set forth in a SOW or Change Order shall be deemed to be Services and/or Deliverables for the purposes of this Agreement.
- i. Partial Invalidity: If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.
- j. Governing Law: This Agreement shall be governed exclusively by the laws of the State of Illinois without regard to its conflicts of law principles. Any action brought hereunder shall be brought exclusively in the federal or state courts in Illinois, and both parties hereby consent to the jurisdiction of such courts and to such venue, which both agree is convenient. The parties irrevocably waive all rights they may have to a trial by jury in any judicial proceeding involving any claim relating to or arising under this Agreement.
- k. Attorney's Fees: If any legal action is commenced or necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees, costs, and necessary disbursements in addition to any other relief to which that party may be entitled.
- l. Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original and all of which when taken together will constitute the same agreement. Any copy of this Agreement made by reliable means (for example, facsimile) shall be considered an original.



420 Lake Cook Rd. Suite 104, Deerfield, IL 60015 | p. 877.554.5678 | f. 847.739.3139

IN WITNESS WHEREOF, both the Company and the Contractor have executed this Agreement as of the Effective Date.

COMPANY:

SCIGON Solutions, Inc.

CONTRACTOR:

CONTRACTOR_COMPANY_NAME

By _____

By: _____

Name: _____ John Scifers

Name: _____

Signed: _____

Signed: _____

Title: _____ President

Title: _____