



GENZEON CORPORATION SUB-CONTRACTOR AGREEMENT

Agreement dated 9/27/2018 between Genzeon Corporation (GENZEON), a PA Corporation and Itlize Global LLC located at **242 Old New Brunswick Road, Suite # 250, Piscataway, New Jersey, 08854** and all their subsidiaries/affiliates/partnerships/agents (termed as SUB-CONTRACTOR). This agreement supersedes any and all other prior understandings and agreements between the parties hereto. It will also establish the contractor/sub-contractor relationship as required by and pursuant to current federal and state laws.

1. For the purpose of this agreement, the CLIENT is at their specific location in **West Conshohocken, PA** where SUB-CONTRACTOR's work is performed".
2. GENZEON presently has available a temporary position/project/assignment with its CLIENT and is desirous, of having SUB-CONTRACTOR fill said position. SUB-CONTRACTOR will provide to fulfill the assignment. SUB-CONTRACTOR refers to and SUB-CONTRACTOR as one and the same for purposes of the Sub-Contractor Agreement.
3. The SUB-CONTRACTOR accepts or agrees: a) to begin temporary position/project/assignment (subject to Paragraph 1 herein) on or around 10/15/2018 b) The initial duration of the contract will be for 6 Months which may vary as dictated by CLIENT and c) Temporary position/project/assignment is subject to underlying Contract with CLIENT. SUB-CONTRACTOR's employee agrees to devote his/her full time and efforts to the business and affairs of GENZEON with such duties as may, from time to time be assigned.
4. GENZEON will pay the SUB-CONTRACTOR at a rate of per hour. The SUB-CONTRACTOR will be paid only for services that are approved by Client on Time-Sheets. Payment for non-billable services is subject to the approval of GENZEON management. Furthermore, the SUB-CONTRACTOR agrees to keep the above rate and any other manners relative to compensation on strict confidence except as required by governmental rules and regulations.
5. SUB-CONTRACTOR agrees to keep accurate records, detailing specific time worked for the CLIENT, duly authorized expenses incurred and will submit to GENZEON timesheet and SUB-CONTRACTOR Invoice on a monthly basis for GENZEON's approval, acceptance, and payment. **Said Time-Sheets can be emailed to timesheets@genzeon.com and Invoices can be sent to invoices@genzeon.com.** Payments to SUB-CONTRACTOR will be within NET 30 days. In the event of nonpayment of invoice, SUB-CONTRACTOR has right to terminate the agreement.
6. SUB-CONTRACTOR is responsible for payment of applicable state and federal taxes. Furthermore, SUB-CONTRACTOR agrees to hold harmless GENZEON and its Directors, Officers, and Managers as well as CLIENTS for any assessment of taxes, penalties, liabilities, and costs incurred due to failure to so qualify and remit appropriate taxes due to governmental agencies under the terms of state and federal laws.
7. SUB-CONTRACTOR is responsible for maintaining legal status in the US. Furthermore, SUB-CONTRACTOR agrees to hold harmless GENZEON and its Directors, Officers, and Managers as well as CLIENTS for any assessment of penalties, liabilities, and costs incurred due to failure to maintain such legal status under the terms of the USCIS, state and federal laws.



8. It is understood and agreed that if Sub-Contractor's work is not acceptable to CLIENT and if CLIENT refuses to pay GENZEON for such work, GENZEON is relieved from paying SUBCONTRACTOR for it. GENZEON may withhold this amount from any moneys that may be due to SUB-CONTRACTOR from any source. If SUB-CONTRACTOR has been paid for work and moneys now withheld are insufficient, SUB-CONTRACTOR agrees to immediately reimburse GENZEON for any amounts due.
9. In the event the SUB-CONTRACTOR desires to terminate this Agreement prior to the completion of Client Engagement, GENZEON must be given fourteen (14) days written notice before such termination is desired.
10. SUB-CONTRACTOR agrees that he/she will at no time compete with GENZEON directly or indirectly, with the CLIENT nor work as a sub-contractor or for another consulting service at GENZEON's CLIENT for whom he/she performed services for a period one year commencing upon the last day of work by the SUB-CONTRACTOR at that client without the express written consent of GENZEON.
11. SUB-CONTRACTOR understands and agrees that all items, clauses and stipulations and Client's Contract in its entirety, is passed-through to the SUB-CONTRACTOR and is accepted and will be adhered to by the SUB-CONTRACTOR.
12. SUB-CONTRACTOR understands and agrees and so stipulates that any information or material he comes into contact with while working at GENZEON's CLIENT, which material has not been previously published, shall be deemed of a confidential nature and shall not at any time, in any fashion be divulged, communicated, or disclosed. Any violation of the paragraph shall be deemed to be material and subject to any legal remedies available to GENZEON and/or client.
13. During the term of this agreement and for one (1) year thereafter, GENZEON will not directly or indirectly solicit or engage in the employment of or contract for the services of who is an employee of SUB-CONTRACTOR, without prior written consent of SUB-CONTRACTOR.
14. The SUB-CONTRACTOR may be terminated, without notice, for failure to perform his/her duties in accordance with GENZEON's directives, failure to report to work as assigned, misrepresenting qualifications/work experience, or other negligent acts, AND/OR by CLIENT for any reason.

The agreement shall be governed by the Commonwealth of Pennsylvania and may not be modified, waived, or any way altered unless in writing and signed by the parties hereto.

Itlize Global LLC

Signature

Name: Amanda Li

Title: Manager-Client Services

EIN# 47-4113111

Genzeon Corporation

Signature