

INDEPENDENT CONSULTING AGREEMENT

EFFECTIVE DATE: September 21, 2018

THIS CONSULTING AGREEMENT (the “Agreement”) is made and entered into between Dfuse Technologies Inc., (“Dfuse”), a Virginia corporation, having its principal offices at 20 Pidgeon Hill Drive, Suite 106, Sterling, VA 20165, and Itlize Global LLC, a corporation/business having its principal offices at 242 Old New Brunswick Road, Suite # 250, Piscataway, NJ 08854 (Fed ID # 47-4113111) (“Consultant”). Dfuse and Consultant may be referred to herein individually as a “Party” and collectively, as the “Parties”.

WHEREAS, Dfuse desires to engage the services of Consultant and Consultant desires to accept such engagement to perform the services described herein upon the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, Dfuse and Contractor hereby agree as follows:

1. Engagement of Services. Dfuse may issue project assignments to Consultant in the form attached to this Agreement as *Exhibit A* (“Project Assignment”). Subject to the terms of this Agreement, Consultant will render the services set forth in Project Assignment(s) accepted by Consultant by the completion dates set forth therein.

2. Compensation. Dfuse will pay Consultant fees and expenses as set forth in each Project Assignment for services rendered pursuant to this Agreement.

3. Ownership of Work Product. Consultant hereby irrevocably assigns, grants and conveys to Dfuse all right, title and interest now existing or that may exist in the future in and to any intellectual property rights in any work product created by Consultant, or to which Consultant contributes, pursuant to this Agreement, including all copyrights, trademarks and other intellectual property rights (including but not limited to patent rights) relating thereto (the “Work Product”). Consultant agrees that any and all Work Product shall be and remain the property of Dfuse. Consultant agrees to execute, at Dfuse’s request and expense, all documents and other instruments necessary or desirable to confirm such. In the event that Consultant does not, for any reason, execute such documents within a reasonable time of Dfuse’s request, Consultant hereby irrevocably appoints Dfuse as Consultant’s attorney-in-fact for the purpose of executing and filing such documents on Consultant’s behalf and performing other lawfully permitted acts to further the issuance of patents, copyrights or other intellectual property related to the Work Product with the same legal force and effect as if Consultant executed such papers and documents, which appointment is coupled with an interest. Consultant shall not attempt to register any works created by Consultant pursuant to this Agreement at the U.S. Copyright Office, the U.S. Patent & Trademark Office, or any foreign copyright, patent, or trademark registry. Consultant retains no rights in the Work Product and agrees not to challenge Dfuse’s ownership of the rights embodied in the Work Product. Consultant further agrees to assist Dfuse

in every proper way to enforce Dfuse's rights relating to the Work Product in any and all countries, including, but not limited to, executing, verifying and delivering such documents and performing such other acts (including appearing as a witness) as Dfuse may reasonably request for use in obtaining, perfecting, evidencing, sustaining and enforcing Dfuse's rights relating to the Work Product.

4. Artist's, Moral, and Other Rights. If Consultant has any rights, including without limitation "artist's rights" or "moral rights," in the Work Product which cannot be assigned (the "Non-Assignable Rights"), Consultant agrees to waive enforcement worldwide of such rights against Dfuse. In the event that Consultant has any such rights that cannot be assigned or waived, Consultant hereby grants to Dfuse a royalty-free, paid-up, exclusive, worldwide, irrevocable, perpetual license under the Non-Assignable Rights to (i) use, make, sell, offer to sell, have made, and further sublicense the Work Product, and (ii) reproduce, distribute, create derivative works of, publicly perform and publicly display the Work Product in any medium or format, whether now known or later developed.

5. Representations and Warranties. Consultant represents and warrants that: (a) Consultant has the full right and authority to enter into this Agreement and perform the obligations hereunder, (b) Consultant has the knowledge, experience and skills to provide the services hereunder, (c) Consultant will devote the necessary time and effort to the performance of the services and will perform the services in a good and professional manner and in accordance with any statutes, regulations or ordinances applicable to the services, including, but not limited to, all laws and regulations pertaining to wages and hours of employment, social security, unemployment, workers' compensation and the withholding of taxes; (d) Consultant shall not disparage Dfuse, its products, services, or business reputation in any respect, or engage in any conduct while performing services that might injure Dfuse in its business or reputation; (e) Consultant has the right and unrestricted ability to assign the Work Product to Dfuse as set forth in Section 3 (including without limitation the right to assign any Work Product created by Consultant's employees or contractors), (f) the Work Product has not heretofore been published in its entirety, and (g) the Work Product will not infringe upon any copyright, patent, trademark, right of publicity or privacy, or any other proprietary right of any person, whether contractual, statutory or common law. Consultant agrees to indemnify and hold harmless Dfuse and its directors, officers, employees and agents, from any and all damages, costs, claims, expenses, losses, demands, causes of actions, suits or other liability (including reasonable attorneys' fees) arising from or relating to the breach or alleged breach by Consultant of the representations and warranties set forth in this Section 5.

6. Independent Contractor Relationship. The Parties agree that Consultant is an independent contractor, and nothing in this Agreement is intended to, or should be construed to create a partnership, agency, joint venture or employment relationship with Dfuse.

6.1 Consultant and its employees will not be entitled to any of the benefits which Dfuse may make available to its employees, including, but not limited to, group health, life, disability and accident insurance coverage, profit-sharing, retirement benefits or similar plans, sick leave, vacation pay, other paid time off, or compensation for overtime.

6.2 The manner and means by which Consultant chooses to complete the Project Assignment are in Consultant's sole discretion and control. Consultant shall devote the time such as is necessary to perform the Project Assignment in a satisfactory and workmanlike manner. Consultant shall perform the Project Assignment only as defined above and in any attachments and as amended in writing. Consultant is not obligated to accept any minimum amount of work, nor is Dfuse committed to providing any minimum number of hours of work to the Consultant.

6.3 In completing the Project Assignment, Consultant agrees to provide its own equipment, tools and other materials at its own expense.

6.4 Consultant is not the agent of Dfuse and is not authorized to make any representation, contract, or commitment on behalf of Dfuse.

6.5 Consultant shall not be required to attend meetings of Dfuse and its employees, nor shall Consultant be provided with training or educational seminars as may be provided to Dfuse's employees.

6.6 Except as otherwise expressly provided in Section 9 herein, Consultant shall be free to contract for similar services and provide such services to other individuals and businesses without the consent of Dfuse, express or implied.

6.7 Neither Dfuse nor Consultant shall have the authority to bind the other in any respect. Consultant hereby acknowledges and agrees that Consultant will be solely and entirely responsible for Consultant's acts, and those of its employees or contractors, including acts of omission, during the performance of the Project Assignment pursuant to this Agreement. Any individual that Consultant engages to enable Consultant to perform the services necessary to achieve the end results expected by Dfuse shall work under the direction and control of the Consultant and shall be the employee of the Consultant. Dfuse shall have no control over such individual and such individual shall not be the employee of Dfuse or have any relationship with Dfuse whatsoever.

6.8 Consultant is solely responsible for, and will timely file all tax returns and payments required to be filed with, or made to, any federal, state or local tax authority with respect to the performance of services and receipt of fees under this Agreement. Consultant is solely responsible for, and must maintain adequate records of, expenses incurred in the course of performing services under this Agreement. No part of Consultant's compensation will be subject to withholding by Dfuse for the payment of any social security, federal, state or any other employee payroll taxes. Dfuse will regularly report amounts paid to Consultant by filing Form 1099-MISC with the Internal Revenue Service as required by law.

7. Contractor Representation. Consultant agrees it will at all times while working with Dfuse customers represent itself as a Dfuse representative.

8. Confidential Information. Each Party agrees, and agrees to ensure that its employees, consultants, and agents agree, to hold Confidential Information (defined below) of the other in strict confidence and not to disclose such Confidential Information to any third parties. Each Party also agrees not to use any of the Confidential Information of the other for any

purpose other than performance of Consultant's Project Assignment(s). "Confidential Information" as used in this Agreement shall mean all information provided by either Party to the other, or otherwise obtained by either Party pursuant to services provided under this Agreement that is not generally known in Dfuse's trade or industry and shall include, without limitation, (a) concepts and ideas relating to the development and distribution of content in any medium or to the current, future and proposed products or services of either Party or its subsidiaries or affiliates; (b) trade secrets, drawings, inventions, know-how, software programs, and software source documents; (c) information regarding plans for research, development, new service offerings or products, marketing and selling, business plans, business forecasts, budgets and unpublished financial statements, licenses and distribution arrangements, prices and costs, suppliers and customers; and (d) any information regarding the skills and compensation of employees, contractors or other agents of either Party or its subsidiaries or affiliates. Confidential Information also includes proprietary or confidential information of any third party who may disclose such information to either Party in the course of business. Each Party's obligations set forth in this Section 8 shall not apply with respect to any portion of the Confidential Information that the Party can document by competent proof that such portion: (i) is in the public domain through no fault of the Party; (ii) has been rightfully independently communicated to the Party free of any obligation of confidence; or (iii) was developed by the Party independently of and without reference to any information communicated to the Party by the other Party. In addition, either Party may disclose the other Party's Confidential Information in response to a valid order by a court or other governmental body, as otherwise required by law. All Confidential Information furnished to each Party is the sole and exclusive property of that Party or its suppliers or customers. Upon request by either Party, the other Party agrees to promptly deliver to the requesting Party the original and any copies of such Confidential Information.

9. No Conflict of Interest. Consultant warrants that there is no other contract or duty on its part inconsistent with this Agreement. Consultant agrees to indemnify Dfuse from any and all loss or liability incurred by reason of the alleged breach by Consultant of any services agreement with any third party.

10. Insurance. During the term of this Agreement, Consultant shall maintain in full force and effect the following insurance coverage: (a) commercial general liability insurance; (b) workers' compensation insurance in compliance with all statutory and regulatory requirements; and (c) professional liability insurance, in each case with insurance policy limits sufficient to protect and indemnify Dfuse and its subsidiaries, and each of its and their officers, directors, agents, and employees from any losses resulting from Consultant or its employees, agents, contractors, or servants conduct, acts or omissions. Consultant shall provide a certificate of insurance to Dfuse on or before the Effective Date of this Agreement.

11. Term and Termination.

11.1 Term. The term of this Agreement shall be for one year from the Effective Date set forth above, unless earlier terminated as provided in this Agreement.

11.2 Termination.

11.2.1 Consultant may terminate this Agreement or any Project Assignment at any time by giving thirty (30) days written notice.

11.2.2 This Agreement terminates automatically on the occurrence of any of the following events: (a) bankruptcy or insolvency of either Party; (b) death or disability of Consultant or (c) Dfuse's client or end-user's contract has been terminated or served a stop work order from the government (d) client's request to remove the consultant from the project for any reason.

11.2.3 Should Consultant default or materially breach any of the provisions of this Agreement, Dfuse may terminate this Agreement by giving written notification to Consultant. Termination shall be effective immediately on receipt of the notice, or five (5) days from the mailing of the notice, whichever occurs first. For purposes of this Section, material breach of this Agreement shall include but not be limited to failure of Consultant to effectively and consistently perform services under this Agreement, including any Project Assignment, to the reasonable satisfaction of Dfuse. If performance of work under this Agreement is terminated for default or material breach, Dfuse may complete or arrange for the completion of the services, and Consultant shall be liable to Dfuse for increased costs incurred by Dfuse as a result of the default or material breach. Consultant shall pay the difference to Dfuse within 30 days of Dfuse's demand therefor. If this Agreement is terminated before or during any Project Assignment(s), Consultant will refund to Dfuse all amounts associated with all such uncompleted Project Assignment(s).

11.2.4 Notwithstanding anything to the contrary herein, in the case of a termination for default or material breach, Consultant shall not be entitled to receive any portion of the monies due it, which may have been earned prior to the date of termination but that it has not actually received prior thereto, until such time as the costs incurred by Dfuse for which Consultant is liable as a result of its default or material breach are determined by Dfuse. When such determination is made, Consultant shall receive such amount, if any, as is in excess of the costs occasioned by Consultant's default.

11.2.5 Upon expiration or termination of this Agreement, Consultant shall promptly return to Dfuse all material that is owned by Dfuse and/or its customers.

11.3 Survival. The rights and obligations contained in Sections 3 ("Ownership of Work Product"), 4 ("Artist's, Moral, and Other Rights"), 5 ("Representations and Warranties"), 8 ("Confidential Information") and 11 ("Noninterference with Business") will survive any termination or expiration of this Agreement.

12. Noninterference with Business.

12.1 During this Agreement, and for a period of one year immediately following its termination, Consultant agrees not to interfere with the business of Dfuse by soliciting, recruiting or inducing any of Dfuse's independent contractors or customers to terminate or breach an employment or other business relationship with Dfuse to engage in a similar business relationship with Consultant.

12.2 Dfuse and Consultant agree not to recruit employees of the other Party or individuals who were employed by the other Party at any time during the time Consultant provided services hereunder, for a period of at least six (6) months, unless written permission is obtained from the other Party. This Section shall not be construed to restrict either Party's right to solicit or recruit generally in the media, and shall not prohibit either Party from hiring, without prior written consent, an employee who answers any general advertisement or who otherwise voluntarily applies for hire without having been personally solicited or recruited by the hiring Party.

13. Professional Conduct; Compliance with Dfuse Policies Prohibiting Harassment, Discrimination and Workplace Violence. At all times during the performance of the services under this Agreement, Consultant and any employees or subcontractors of Consultant performing services under this Agreement shall be expected to conduct themselves in a professional manner, and are required to comply with Dfuse's policies regarding workplace safety, discrimination, harassment (including but not limited to sexual harassment), and workplace violence. Dfuse at all times reserves the right to require that any individual, including Consultant or any of its employees, found to have violated any of these policies to be prohibited from performing the services under this Agreement.

14. Indemnification. Consultant agrees to indemnify and hold harmless Dfuse and its directors, officers, employees and agents, from all claims, liabilities, losses, demands, causes of action, suits and expenses (including payment of reasonable attorney's fees) on account of any bodily injury, death or damage to property in any way, occurring incident to, arising out of, or in connection with its negligence or willful misconduct of Consultant in the course of performance of this Agreement, or breach of its obligations under this Agreement or the actions or omissions of any subcontractor, employee or third party acting on behalf of Consultant in the performance of services under this Agreement and any Project Assignment.

15. Successors and Assigns. Consultant may not subcontract or otherwise delegate its obligations under this Agreement without Dfuse's prior written consent. Dfuse may assign this Agreement. Subject to the foregoing, this Agreement will be for the benefit of Dfuse's successors and assigns, and will be binding on Consultant's subcontractors or delegates.

16. Notices. Any notice required or permitted by this Agreement shall be in writing and shall be delivered as follows with notice deemed given as indicated: (i) by overnight courier upon written verification of receipt; (ii) by telecopy or facsimile transmission upon acknowledgment of

receipt of electronic transmission; or (iii) by hand delivery upon delivery. Notice shall be sent to the addresses set forth below or such other address as either Party may specify in writing.

If to Contractor:

Attn: Amanda Li – Manager – Client services
Address: 242 Old New Brunswick Road, Suite # 250
Town, State, Zip Code: Piscataway, NJ 08854
Phone/Email: _____

17. Compliance with the Law. Consultant agrees that, in providing services to Dfuse, Consultant will neither undertake, nor cause or permit to be undertaken, any activity which either (a) is illegal under any laws, decrees, rules, or regulations in effect in the United States, or (b) would have the effect of causing Dfuse to be in violation of any laws, decrees, rules or regulations in effect in the United States.

18. Governing Law. This Agreement shall be governed in all respects by the laws of the Commonwealth of Virginia, without regard to the conflicts of laws or principles thereof. Any action or suit related to this Agreement shall be brought in the state or federal courts in Virginia.

19. Severability. Should any provisions of this Agreement be held by a court of law to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remaining provisions of this Agreement shall not be affected or impaired thereby.

20. Waiver. The waiver by Dfuse of a breach of any provision of this Agreement by Consultant shall not operate or be construed as a waiver of any other or subsequent breach by Consultant.

21. Injunctive Relief for Breach. Consultant's obligations under this Agreement are of a unique character that gives them particular value; breach of any of such obligations will result in irreparable and continuing damage to Dfuse for which there will be no adequate remedy at law; and, in the event of such breach, Dfuse will be entitled to injunctive relief and/or a decree for specific performance, and such other and further relief as may be proper (including monetary damages if appropriate).

22. Entire Agreement. This Agreement constitutes the entire agreement between the Parties relating to this subject matter and supersedes all prior or contemporaneous oral or written agreements concerning such subject matter. The terms of this Agreement will govern all services undertaken by Consultant for Dfuse; *provided, however, that* in the event of any conflict between the terms of this Agreement and any Project Assignment, the terms of the applicable Project

Assignment will control. This Agreement may only be changed by mutual agreement of authorized representatives of the Parties in writing.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

Dfuse Technologies Inc.

Itlize Global LLC (Consultant)

By: _____

By: _____

Printed Name: Amanda Li
Manager – Client services

Date: _____

EXHIBIT A

PROJECT ASSIGNMENT #1 UNDER CONSULTING AGREEMENT

DATED: SEPTEMBER 21, 2018

PROJECT:

Consultant shall provide support for IT infrastructure and application development services as detailed in the Statement of Work below.

SCHEDULE OF WORK:

The work will commence on October 15, 2018

REPORTING:

Consultant shall report to Sonny Suri, and shall provide periodic reporting in accordance with a schedule to be determined.

FEES AND REIMBURSEMENTS:

2. CONTRACTOR shall submit an invoice monthly for billing and payment purposes, along with an authorized timesheet provided by Dfuse Technologies Inc. and signed by an authorized end-user CLIENT representative officially verifying the number of hours of consulting services provided by CONTRACTOR to the end-user CLIENT. Invoices and any accounting questions are to be emailed to ap@dfusetech.com. No payments will be made to the contractors without such invoices and timesheets. Dfuse Technologies, Inc. will pay such invoices in Net 30 Days of payment from client. Contractor's rate is a confidential matter between CONTRACTOR and Dfuse Technologies Inc. and shall not be divulged to any other party.
3. CONTRACTOR agrees to complete the project and produce the end result required by the end-user CLIENT.
4. CONTRACTOR agrees not to solicit the Client and/or the Client's end-user Client for full time employment or contract work for the duration of the assignment and for a period of one-year following the assignment either directly or through a different company. Dfuse Technologies Inc. and our end-user client mutually agree not to hire a CONTRACTOR'S employee.
5. In the event this Project Assignment or the parties' underlying consulting agreement is terminated prior to the completion of this Project, Dfuse shall pay Consultant for all work product where the work product through the date of termination, has been delivered to Dfuse or Dfuse's client.

Project Deliverables:

- Design and develop applications using Angular 4
- Develop, support, and maintain custom applications using Microsoft Technologies
- Support various phases of software development, including design, implementation, integration, unit testing, revision control, release and maintenance of multiple products and subsystems
- Proficiency in the following technologies is required: C# .NET, Angular 4, React JS, ASP.NET MVC 4 or 5, ASP.NET Web Services / Web API, SQL Server/T-SQL or Oracle/PL-SQL, HTML 5, CSS 3, JavaScript with jQuery

IN WITNESS WHEREOF, the parties have executed this Project Assignment as of the date written below.

Dfuse Technologies Inc.

Consultant:

Itlize Global LLC (Fed EIN# 47-4113111)

By: _____

By: _____

Printed Name: Amanda Li

Title: Manager – Client Services

Date: _____

Date: _____

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