



September 26, 2018

Market Street Talent, Inc.
PO Box 1556
Portsmouth, NH 03802

Itlize Global LLC
Attn: Amanda Li
242 Old New Brunswick Road, Suite 250
Piscataway, NJ 08854

RE: Consulting Services Agreement Start Package

Dear Amanda,

Enclosed please find the paperwork to get your company set up in our system. If you have any questions please do not hesitate to contact me.

Contents and instructions:

- Independent Contractor Agreement
 - o Please sign and initial all pages.
- Work Order Agreement
 - o Please sign and initial all pages.
- W-9 Form
 - o Please complete the W-9 form (separate attachment).
- Certificate of Insurances
 - o Please provide evidence of Worker's Compensation and General Liability insurance.
- Pay Cycle Process and Schedule Document
 - o Consultant will enter his/her hours into Client's internal time tracking system.
 - o Please invoice Market Street Talent bi-weekly to correspond to the hours entered into the Client's time system.
 - o Payment terms are Net 30.
 - o If you would like to be paid via ACH, please fill out the ACH form (separate attachment) and provide a voided check from the account into which you would like payment deposited.

Please let me know if you have any questions – any time.

Thank you,



Consulting Services Agreement

This Consulting Services Agreement ("Agreement") is entered into as of September 26, 2018, by and between Market Street Talent, Inc. ("Company") located at 111 Maplewood Ave, Suite F / PO Box 1556, Portsmouth, NH 03802 and Itlize Global LLC ("Contractor"), a New Jersey Corporation located at 242 Old New Brunswick Road, Suite 250, Piscataway, NJ 08854.

Herein, the parties agree as follows:

- 1) Scope: The terms of this Agreement apply in a situation where Contractor agrees to provide programming, systems analysis, engineering, technical writing or other specialized services as an independent contractor directly to the third party user/client of the Company ("Client"), which Client has requested the Company to locate specialized professional contractors who possess particular skills, abilities, and experience required by the Client in connection with the Client's project(s). Based on the Contractor's professional background as communicated to the Company by the Contractor, the Company agrees to refer Contractor to the Client for further evaluation and possible retention of Contractor's services, to negotiate a rate for those services, and to otherwise perform as stated herein. Prior to the commencement of any services, the Company and Contractor will execute a Work Order on the form attached as Exhibit A to this Agreement, which shall be considered part of this Agreement and binding upon both parties.
- 2) Term of Agreement and Termination of Services: All terms and conditions of this Agreement shall remain in force during any and all periods for which Contractor is providing services to the Client and thereafter as stated herein. Contractor's services under this Agreement will terminate at the end of the minimum time requirement covered by the Work Order and any renewals or extensions thereof ("End Date"), or upon twenty-four hours written notice if for any reason the Client no longer desires the services of the Contractor. Contractor may terminate this Agreement and Contractor's services upon thirty (30) days prior written notice. In the event Contractor terminates this Agreement and Contractor's services without providing at least thirty (30) days prior written notice, then Contractor shall be responsible for payment of any and all costs and expenses incurred by the Company in attempting to replace Contractor's services. Such costs and expenses may include, without limitation, recruitment expenses, additional compensation paid to replacement, travel expenses, lost business volume of the Company and Client, and other costs and expenses for which the Company becomes liable as a result of Contractor's failure to provide adequate notice. Notwithstanding the foregoing, Contractor shall still be bound to its obligations under any paragraph of this Agreement that expressly or by its intent survives termination including, without limitation, Sections 5, 8, 9, 10, 11, 12 and 13.
- 3) Assignment of Contract: Contractor is to provide services through the person named in the Work Order, and may not assign, delegate or subcontract its rights or obligations under this Agreement or any Work Order.
- 4) Fees for use of the Company Clients: During any and all periods of time in which Contractor is providing services to the Client pursuant to a Work Order or any extension thereof, and for twelve (12) months after the expiration of each such period or extension of such period, as the case may be, Contractor agrees that it will pay a commission to the Company if: (a) Contractor or any of its personnel provides or attempts to provide any services, whether as a Contractor employee or in any other capacity, to any Client to which Contractor has been introduced by the Company; or (b) Contractor or any of its personnel provides or attempts to provide any services, whether as a

contractor, employee or in any other capacity to any Client, for which Contractor has performed services under this Agreement. The parties agree that the Contractor shall pay the commission immediately upon commencement of services to Client as a contractor, employee or in any other capacity. The commission shall be 20% of Contractor's projected billings to Client for the 12 months immediately following the commencement of services or 20% of the projected annual wages/salary or other compensation paid by Client to Contractor.

5) Representations/Warranties: Contractor represents and warrants that (i) all of Contractor's personnel performing services under this Agreement are the employees of Contractor (ii) information provided (including, but not limited to, resumes, interviews, statements, references) in connection with providing services to or on behalf of the Client is true, (iii) the Contractor is not restricted by any law, employment arrangement or other agreement from providing services in any attached Work Order, (iv) all material written, prepared or submitted by Contractor during the term of this Agreement or any extension will be wholly original with the Contractor and will not be copied in whole or in part from any other work and the material will not infringe upon the patent, copyright, literary, dramatic or other proprietary rights of any persons or entity; (v) Contractor will perform the services in a good and workmanlike manner and in accordance with the highest industry standards and (vi) Contractor will comply with all federal, state and local laws, rules, regulations, ordinances, judicial and administrative decisions including, without limitation, labor and employment, privacy, data security and immigration laws ("collectively Laws") in the performance of the services under this Agreement. Contractor's obligations in this paragraph shall survive the expiration of this Agreement and/or termination of Contractor's services under this Agreement for any reason whatsoever.

6) Payment for Services: Payment for services will be made in the corporate or business name of Contractor on the periodic basis set forth in the Work Order. The Company will provide no other compensation in any form, including but not limited to statutory or voluntary employee benefits or expense reimbursement for billing and payment purposes. Contractor shall maintain records of the hours that services have been performed, have a Client representative verify those hours by signing the records, and submit to the Company those records, in a form that is mutually agreeable to both the Company and Contractor, for the hours worked and verified by Client along with a corresponding invoice. Company will remit funds to Contractor in accordance with the payment schedule in the Work Order only when it has received Contractor's invoice and signed corresponding time records. Company reserves the right to withhold payment for hours worked but unapproved and/or unsigned by Client. Contractor shall submit invoices and corresponding approved time records within 30 calendar days from the time services were rendered. If Contractor fails to submit invoices and corresponding approved time records within 30 days from the time services were rendered, Company will not be liable for payment of corresponding services. Contractor agrees that Company's obligation to pay Contractor for services under this Agreement is conditioned upon Client making payment to Company for such services and that Company has no obligation to pay Contractor to the extent that Client has not paid Company for any such services. If Company has paid Contractor for services under this Agreement in advance of receipt of payment by Client for such services and Client fails to pay Contractor for such services for any reason, Contractor shall, immediately upon written notice by Company, return the advance for any services unpaid by Client.

7) Travel, Living and Other Expenses: The Company will pay no travel, living, entertainment or other expenses of Contractor. Whether the Client for whom Contractor is performing services will pay any such expenses is a matter between Contractor and the Client and should be included in the Contractor's invoice only if authorized by the Client in accordance with industry practice to reimburse Contractor for such expenses.

8) Standard of Performance and Independent Status: Contractor shall use its best efforts to provide competent, professional services in the required disciplines, using its own appropriate independent skill and judgment, and in the manner and means that appear best suitable to it to perform the work, and the Company shall have no right to control such manner and means. The parties to this Agreement agree that the relationship created by this Agreement is that of an independent contractor. Contractor agrees that Contractor or its employees performing services under this Agreement are not employees of the Company or the Client and are not entitled to (and also hereby waive) any benefits provided or rights guaranteed by the Company or the Client to their respective employees or arising by operation of law, including but not limited to group insurances, Worker's Compensation insurance, unemployment insurance, state and federal tax withholdings and/or payments, liability insurance, disability insurance, paid vacations, sick leave or other leave, retirement plans, health plans, employee pension benefit plans within the meaning of Section 3(2) of the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), employee welfare benefits, plans within the meaning of Section 3(1) of ERISA, stock option or stock purchase plans, premium "overtime" pay, and the like. Contractor knowingly and voluntarily, on behalf of itself and its heirs, agents, successors, assigns and beneficiaries, waives any right to participate in any and all of the foregoing benefits and plans even if Contractor is subsequently reclassified by any court or governmental agency as an employee of the Company or Client for periods during which Contractor performed services under this Agreement.

It is understood and agreed that since the Contractor is an Independent Contractor, the Company will make no deductions from fees paid to Contractor for any federal, state, or local taxes (except as required under any applicable law for withholding on income of foreign corporations not qualified to do business in the state) or FICA. The Company and the Client have, no obligation to pay unemployment insurance taxes or provide Worker's Compensation coverage for Contractor or to make any premium "overtime" payments at any rate other than the normal rate agreed to in the Work Order. It shall be the Contractor's responsibility to pay unemployment taxes, provide Workers' Compensation, Employers Liability Insurance, General Liability insurance, premium overtime payments, employee benefits including, without limitation, health benefits or any other legally required employee obligation or benefit for its employees who work on the project covered by this Agreement.

Contractor agrees to maintain at all times, on its own behalf and on behalf of its personnel provided hereunder, the following insurance:

- Worker's Compensation insurance as evidenced by a Certificate of Insurance to be provided by Contractor to Company.
- Commercial General Liability insurance covering bodily injury, death, personal injury and tangible property damage with limits of at least \$1,000,000 per occurrence and \$2,000,000 in the aggregate by providing Company with a Certificate of Insurance.

In the event of any claims brought or threatened by any party against the Company or the Client relating to the status, acts, or omissions of Contractor, Contractor agrees to cooperate in all reasonable respects, including to support the assertion of independent contractor status made in this Agreement. Contractor's obligations in this paragraph shall survive the expiration of this Agreement and/or termination of Contractor's services under this Agreement for any reason whatsoever.

9) Liability: Because of the independent status of Contractor, he/she is solely and completely responsible for the services provided to the Client, and neither the Client nor its customers and clients, nor the Company, shall have any liability whatsoever to any party for such services provided by Contractor. The Company will not indemnify Contractor for any liability incurred by Contractor. The Company will act in good faith to describe the task requirements set forth by the Client, however, since Contractor has the opportunity to discuss directly with the Client such task requirements prior to acceptance of the project offered by the Client and because the Company will not control any aspect of the services to be provided to the Client or the Client's project on which Contractor will be working, in no event shall Company be liable for any representations about the task requirements or the conditions under which the Contractor will be working. Contractor further releases the Company and the Client, their officers, directors, agents and employees from any liability arising from personal injury or damage to property in any way related to or incidental to the performance of this Agreement.

Contractor's obligations in this paragraph shall survive the expiration of this Agreement and/or termination of Contractor's services under this Agreement for any reason whatsoever.

10) Ownership of Intellectual Property: Unless Contractor and the Client reach a written agreement to the contrary, in which case Contractor agrees to provide a copy to the Company for its files, Contractor agrees, pursuant to the Client's requirement, that: (a) all documents, deliverables, software, system designs, disks, tapes and any other materials (collectively, "Materials") created in whole or in part by Contractor in the course of or related to providing services to the Client shall be treated as "work for hire" for the Client, and (b) Contractor will immediately disclose to the Client all discoveries, inventions, enhancements, improvements and similar creations (collectively, "Inventions") made, in whole or in part, by Contractor in the course of or related to providing services to the Client. All ownership and control of the Materials and Inventions, including any copyright, patent rights and all other intellectual property rights therein, shall remain exclusively with the Client and the Contractor hereby assigns to the Client all right, title and interest that Contractor may have in such Materials and Inventions to the Client, without any additional compensations and free of all liens and encumbrances of any type.

To the extent that any Materials or Inventions may not be deemed a "work for hire", or, for any reason, intellectual property rights in or to the Materials or Inventions may not vest in the Client, Contractor hereby assigns, transfers, and conveys to Client, effective as of the date such Materials or Inventions are prepared, created, designed, conceived, developed, or delivered (wherever done, for all media, now existing or in the future, for all versions and elements, in all languages, for the entire duration of such rights, and without the necessity of any further consideration to any person), any and all of Contractor's right, title, and interest in and to the Materials or Inventions, including any and all copyright, patent, trade secret, trademark, publicity, and other intellectual property and proprietary rights therein and thereto, and any and all rights to sue in connection with the Materials or Inventions accruing or arising in the past, present, or future, including, among others, the right to sue for past, present, and future infringement, and including any and all

derivatives and derivative works thereof and any and all rights Contractor acquires or acquired by assignment, for Client's own use and enjoyment and for the use and enjoyment of Client's successors, designees, assigns, and legal representatives, as fully and completely as the same would have been held by Contractor if this Agreement had not been entered into.

Contractor's obligations in this paragraph shall survive the expiration of this Agreement and/or termination of Contractor's services under this Agreement for any reason whatsoever.

11) Non-Disclosure of Confidential information: Contractor will, in performance hereunder, gain access to confidential information pertaining to the Company and the Client, including but not limited to, trade secrets, patented processes, research and development data, formulae, spreadsheets, proprietary technology, source code, project information, pricing information, agreements and arrangements the Company or Client has with its clients, suppliers, and others, marketing and sales information, financial information, Client information, names of accounts, vendor and supplier information, and any information of any third party that has been provided to the Company or Client in confidence (collectively, "Confidential Information"). Contractor shall not during the term of this Agreement or any time thereafter, use or disclose any Confidential Information to any person not employed by the Company nor to any entity, except as may be necessary to perform Contractor services hereunder or as expressly authorized in writing in advance by the Company or the Client (if Client-related Confidential Information). Contractor understands and agrees that such Confidential Information is valuable to, and property of the Company or the Client, as the case may be, and Contractor has no property interest in it. Contractor's obligations in this situation shall survive the expiration of this Agreement and/or termination of Contractor's services under this Agreement for any reason whatsoever. Contractor shall comply in all respects with all international, federal, state and local privacy and data security laws, regulations and ordinances including, without limitation, Massachusetts General Law Chapter 93H and its implementing regulation 201 CMR 17.00, the Health Insurance Portability and Accountability Act of 1996 and the HITECH Act of 2009 ("Government Regulations") relating to the access, maintenance, use, protection or disclosure of all protected health and personally identifiable information ("Personal Information") to which such Government Regulations apply, including, without limitation, any data breach notification requirements therein. Contractor shall notify Company immediately of any breach of data security and shall take all appropriate steps to mitigate any such breach. Contractor shall use appropriate safeguards to prevent any access, use or disclosure of Personal Information other than as permitted under this Agreement, which shall include but not be limited to administrative, physical and technical safeguards as necessary and appropriate to protect the confidentiality, integrity and availability of Personal Information.

Contractor acknowledges that the hourly bill rate in the Work Order is Confidential Information between Company and Contractor and agrees not to divulge the rate to any other person or party, including the Client. Contractor shall deliver promptly to Company or Client as the case may be at the termination of the services provided hereunder, or of this Agreement, or at any other time as requested by Company or Client the Confidential Information of Company or Client in Contractor's or its personnel's possession including, without limitation, access cards or keys, Client owned equipment furnished to Contractor or its personnel by Client, notes, records, plans, sketches, specifications, sales and customer lists and materials, or other documents relating directly to any confidential and proprietary information of Company or its Clients, made or compiled by or delivered to or made available to, or otherwise obtained by Contractor.

12) Indemnification: Contractor shall indemnify, defend and hold harmless Company and Client and their respective parents, subsidiaries or sibling entities and their respective directors, officers, employees, agents, successors and assigns ("Indemnified Parties") from and against any and all suits, actions, legal or administrative proceedings, claims, liens, demands, damages, liabilities, losses, costs, fees, penalties, fines and expenses (including without limitation attorneys' fees and expenses (both Company's or Client's in-house and outside), and costs of investigation, litigation, settlement, and judgment) ("Claims"), directly or indirectly arising out of or in connection with the acts or omissions of Contractor, Contractor's consultants performing services under this Agreement, its agents, representatives or anyone for whose acts Contractor may be responsible ("Contractor's Representatives"), inclusive of negligent or intentional acts or omissions, or directly or indirectly arising out of or in connection with Claims asserted by Contractor's Representatives against Company or Client, and Claims, without limitation, arising out of or connected with (i) the actual or alleged breach of Contractor's representations, warranties or covenants contained herein; (ii) employment-related issues including, without limitation, income tax withholding, employment taxes, entitlement to employment benefits, employer contributions, Workers' Compensation, actual or alleged violation of Laws including, without limitation, employment-related Laws including, without limitation, those regarding discrimination, harassment, retaliation, termination, violation of public policy relating to employment (including retaliation for reporting illegal activity), payment of overtime or wages and provision of employee benefits; (iii) taxes including without limitation sales and use, import and export, value added, and business operating; (iv) injury to or death of persons (including without limitation Contractor's or Contractor's Representatives) and damage to or destruction of property; (v) Claims related to independent Contractor status (vi) Claims related to the status or characterization of Contractor's personnel including, without limitation, Claims that such personnel are employees of or joint employees of Client or Company and (vii) Claims related to the Services performed by Contractor under this Agreement. Contractor shall maintain liability insurance sufficient to meet its indemnity obligations herein, and such insurance shall be primary to any insurance maintained by Company. Contractor's liability under this Agreement shall not be limited to the amount of any insurance proceeds and Contractor shall be liable in all cases for the full amount of any liability under this Agreement. Contractor's obligations in this paragraph shall survive the expiration of this Agreement and/or termination of Contractor's services under this Agreement for any reason whatsoever.

13) Miscellaneous: This Agreement and any attached Work Order(s) and Exhibit(s), represent the entire agreement and understanding of the parties and any modification to this Agreement or any such attached documents shall not be effective unless contained in writing signed by both parties and the Client, where necessary. No other document, including any agreement between the Company and the Client, shall be deemed to modify any terms of this Agreement unless expressly stated in writing to do so and signed by both the Company and Contractor. If any provision of this Agreement shall be held invalid or unenforceable according to law, such provision shall be modified to the extent necessary to bring it within the legal requirements. Any such invalidity or unenforceable shall not affect the remaining provisions of this Agreement, and such remaining provisions shall continue in full force and effect. Neither party's failure to exercise any of its rights under this Agreement or a Work Order will constitute or be deemed a waiver or forfeiture of those rights. Company may assign this Agreement and any Work Order to an affiliate or in connection with a merger, sale of assets or business of which this Agreement and any Work Order is included or other change of control of Company and this Agreement shall be deemed assigned or transferred to such successor in interest automatically and without further action by Company. To the extent that there may be any conflict between the terms of this Agreement and of any Work Order, the terms of this Agreement shall govern unless the Work Order specifically references a

term in the Agreement to be modified and such modification applies solely in connection with that particular Work Order.

Contractor agrees to recruit and select applicants without regard to race, color, age, religion, sex, sexual orientation, national origin, handicap or military status and shall comply with all applicable equal employment opportunity laws, including, but not limited to, Title VII of the 1964 Civil Rights Act, The Civil Rights Act of 1991, the Americans with Disability Act, and, if applicable, the affirmative action requirements of Executive Order 11246, the Rehabilitation Act of 1973, as amended, and the Vietnam Era Veterans Readjustment Assistance Act of 1974, as amended.



Amanda Li
Itlize Global LLC
Manager, Client Services
Date: September 26, 2018