

CONTRACTOR AGREEMENT

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An Agreement made this **3rd** day of **October, 2018**, between **Sullivan and Cogliano Designers, Inc.** ("S&C") at **4 Lan Drive, Suite 130, Westford, MA., 01886** and **Itlize Global LLC** at **242 Old New Brunswick Road, Suite # 250, Piscataway, NJ 08854** ("Contractor"), wherein 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 ("Client") who has requested S&C to locate temporary staffing for the Client's project according to the training, skills, abilities and experience required by the Client. S&C agrees to examine Contractor's background for providing services to Client, to refer Contractor to the Client for further evaluation and possible retention of Contractor's services, to negotiate a rate for those services in accordance with Contractor's directions, and to otherwise perform as stated herein.

2. TERM OF AGREEMENT

Nothing in this Agreement obligates Contractor to accept any offer to provide services. However, all terms and conditions of the Agreement shall remain in force during any and all periods for which Contractor's services are provided to the Client and for any other periods before and/or thereafter as stated herein. In addition, paragraphs 4, 9, 10, 13, 14, 17 and 18 shall survive the termination of this Agreement.

Prior to the commencement of any services, S&C and Contractor will execute a Purchase Order on the form attached as Exhibit "Purchase Order" to this Agreement which shall be considered part of this Agreement and binding upon both parties. Contractor's services under this Agreement will terminate at the end of the minimum time requirement covered by the Purchase Order and any renewals or extensions thereof ("end date"), or upon notice if for any reason the Client no longer desires the services of Contractor. Contractor may voluntarily terminate its services under this Agreement before the end date by providing two weeks written notice to S&C or the Client stating in writing, the project has been completed or the services are no longer required.

3. ASSIGNMENT OF CONTRACT

Contractor is to provide services through its personnel named in paragraph 8 of the Purchase Order, for whom it is responsible, and may not assign its rights under this Agreement or any Purchase Order.

4. FEES FOR USE OF S&C CLIENTS AND CONTRACTORS

During the term of this Agreement and any renewals thereof, and for one year after the expiration of the initial and renewal periods, Contractor agrees that it will pay a finder's fee to S&C if:

- (a) Contractor or any of its personnel: (i) provides or attempts to provide (or advises others of the opportunity to provide), directly or indirectly, any services to any Client to which Contractor has been introduced or about which Contractor has received information through S&C or through any

_____ Initials

Client for which Contractor has performed services or to which Contractor was introduced under this Agreement; or (ii) retains or attempts to retain, directly or indirectly, for itself or for another party, the services of another one of the S&C Contractors or employees to which Contractor has been introduced or has received information about through S&C; and

- (b) such services are provided or such other Contractor or employee is retained in any capacity whatsoever, including as a Contractor or employee.

For the purposes of the above, the term "Client" includes any affiliates of the Client. This provision may be waived only on a case-by-case basis in writing by an executive officer of S&C, in its sole discretion, prior to Contractor taking the action for which waiver is sought.

5. DIRECT CONTACTS

The Contractor agrees that it will not communicate in any fashion with the Client's technical or administrative (including contracting, procurement, human resources, etc.) personnel concerning any effort to provide technical services to Client by any of Contractor's technical services personnel except that Contractor's technical services personnel may communicate with the Client concerning those technical services already being performed by Contractor through S&C under this Agreement. Contractor will not display or distribute at Client site or to Client any company's promotional material or personal material including business cards, brochures, resumes, mugs, etc. unless given to them by S&C to distribute to Client. Contractor will communicate directly and exclusively through S&C in regard to any additional services not already being performed by Contractor under this Agreement.

6. REPRESENTATIONS

Contractor acknowledges for itself and its personnel that information provided by them (including, but not limited to, resume, interview, references) in consideration for providing services to or on behalf of the Client is true to the best of Contractor's knowledge and that it is not restricted by any employment or other Contractor agreement from providing services in any attached Purchase Order. Contractor understands that any misstatements or lack of candor by Contractor of the qualifications or availability of it or its personnel constitutes a breach of this Agreement and may be grounds for immediate termination of Contractor's services by the Client.

7. 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 Purchase Order that is based upon remittance of funds to S&C from the Client covered by that Purchase Order. Payment to Contractor will be in accordance with the terms in the Purchase Order and up to the amount authorized in that Purchase Order for the Client project. No other compensation in any form, including benefits, will be provided by S&C or anyone else. 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 S&C those records for the amount due to Contractor for the hours worked and verified before 3:00 pm on the Monday following the week ending date on the record. Contractor will also invoice S&C only for the hours covered by such records.

Payment to Contractor per its invoice shall be made in accordance with the following: S&C will bill the Client based upon the hours contained in Contractor's invoice at a rate agreed upon between S&C and the Client. The difference between the amount paid to S&C by the Client and the amount due to Contractor per its invoice shall be retained by S&C as a commission from the Client to S&C for locating Contractor, arranging for interviews between Contractor and the Client, and performing associated administrative functions. At the request of and as a convenience to Contractor, S&C may deliver funds to Contractor prior to receiving funds from the Client. In that event, if S&C does not receive funds from the Client that cover all hours set forth in Contractor's invoice to S&C for which such delivery of funds was made, then Contractor must pay S&C an amount equal to any funds delivered by S&C to Contractor based upon hours set forth in that invoice for which the Client has not made payments to S&C. Such repayments shall be due immediately upon written demand mailed to Contractor.

Contractor agrees that in the event time records, invoices and/or original expense reports and receipts are not received by S&C within forty five (45) days after the end of the work week during which said Services were performed and/or expenses were incurred, neither S&C nor the Client is obligated to pay Contractor for the said Services performed and /or expenses incurred. Contractor hereby waives any and all right to payment for any time record, invoice and/or expense report rejected by S&C due to Contractor's failure to submit the time record, invoice and/or expense report to S&C within the forty-five (45) day time frame as referenced above

8. TRAVEL, LIVING AND OTHER COSTS

No travel, living, entertainment or other costs of Contractors will be paid by S&C. Whether the Client for whom Contractor is performing services will pay any such costs is a matter between Contractor and the Client and should be included in Contractor's invoice only if authorized by the Client in accordance with industry practice to reimburse Contractor for such costs. S&C will provide no training, tools, equipment or other materials to Contractor. Contractor's invoiced hours will include no time spent in formal training and Contractor represents that it is not being provided such formal training by S&C, the Client or anyone on behalf of S&C or the Client.

9. CONFIDENTIALITY

Contractor agrees that neither it nor its personnel will disclose to any third party, without the prior written consent of an executive officer of S&C, any information relating to the business of S&C, the Client, or other S&C Contractors or employees, if such information could reasonably be construed as confidential, was obtained in the course of Contractor's providing services on the Client's project, interviewing with S&C or the Client, or contracting with S&C. Contractor further agrees neither it nor its personnel will reproduce in any way, divulge, or remove from the premises of S&C or any Client at any time during or after providing services, any tangible or intangible property whatsoever (except personal effects) which could reasonably be construed as constituting confidential information of S&C or the Client.

10. CONDUCT, INDEPENDENT STATUS, AND BENEFITS

Contractor shall provide competent, professional services in the required disciplines, using its own appropriate independent skill and judgment, and the manner and means that appear best suitable to it to perform the work, and S&C shall have no right to and shall not interfere. Evaluation of Contractor's performance, if any, shall be made by the Client. S&C shall have no right or responsibility hereunder to and shall not review such performances, require progress reports, set the order or sequence for

performing of services, or set Contractor's hours or location of work except that Contractor shall not perform services on S&C's premises.

Contractor is (select correct option):

- ☐ A valid corporation existing under the laws of the State of New Jersey, doing business with the corporate name or business name Itlize Global LLC, and certifies its federal employer identification number (EIN) is
- ☐ A valid unincorporated business under the laws of the State of Enter State Name, doing business with the business name ("dba") of, and with federal tax identification number ____.

Contractor warrants that it maintains a set of books and records which reflect items of income and expenses of its trade or business.

The parties to this Agreement agree that the relationship created by this Agreement is that of broker-independent contractor. Contractor agrees and has advised its personnel that Contractor and its personnel are not employee(s) of S&C or the Client and are not entitled to (and also hereby waive) any benefits provided or rights guaranteed by S&C or the Client, or by operation of law, to their respective employees, including but not limited to group insurance, liability insurance, disability insurance, paid vacations, sick leave or other leave, retirement plans, health plans, premium "overtime" pay, and the like. It is understood and agreed that since the Contractor is an independent contractor, S&C will make no deductions from fees paid to Contractor for any federal or state taxes or FICA, and S&C and the Client have no obligation to 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 Purchase Order. It shall be the Contractor's responsibility to provide worker's compensation and, if applicable, pay any premium "overtime" rate, for its employees who work on the project covered by this Agreement and to make required FICA, FUTA, income tax withholding or other payments related to such employees, (and to provide S&C with suitable evidence of the same whenever requested). In the event of any claims brought or threatened by any party against S&C or the Client relating to the status, acts or omissions of Contractor or its personnel, Contractor agrees to cooperate in all reasonable respects, including accurate factual information to support Contractor's representations of independent contractor status.

11. SERVICES TO OTHERS

Contractor may provide services for others and through other brokers.

12. COMPLIANCE WITH LAWS ON USE OF ALIEN WORKERS

If applicable, for each employee provided by the Contractor to S&C, Contractor agrees and warrants that it will comply with all laws related to work being performed by alien workers in the United States including, but not limited to, the following:

- (A) Contractor is a United States of America ("USA") corporation. Contractor's technical services personnel will be employees of such corporation, and such corporation will be their employer. Accordingly, the personnel will be on the payroll of such corporation that maintains copies in the

USA of all payroll, wage and hour, and similar records required by the United States Department of Labor.

- (B) Contractor's sponsored employee must have a valid H-1B visa based on a Labor Condition Application ("LCA") validly filed and maintained by Contractor. For all work performed in the USA, Contractor's sponsored technical services personnel will be paid the higher of the actual or prevailing wage in accordance with the LCA for such work in the locality where the work is being performed. Contractor represents that such wage will be properly stated on the LCA required to be filed with the Department of Labor for such employee, and such wage does not and will not include the value of any non-cash or in-kind benefits such as apartment or auto rentals, or any amounts reimbursed to the employee as per diem expenses, or the value of any other such fringe benefits. For each employee under this Agreement, Contractor will provide a copy of the LCA to S&C.
- (C) Contractor represents that it is responsible for and in control of the payment of wages to its employee(s) under this Agreement, and that all required federal, state and local taxes, whether income, employment, excise or of any other type, will be paid by Contractor as the employer of all personnel under this Agreement. In the event that S&C is requested to make payments directly to any entity other than Contractor, which shall be in the sole discretion of S&C, and if such entity is not a USA corporation, then Contractor shall ensure that such entity has filed with federal, state and local authorities all documentation and statements required for such entity to receive payments from S&C without any back-up or other withholding by S&C from such payments, and Contractor will provide S&C with copies of such documentation and statements (e.g., IRS Form W-8ECI).
- (D) Contractor agrees that S&C may require the technical services personnel provided pursuant to this Agreement to execute such forms as S&C may request to confirm the representations in this Agreement, including INS Form I-9.
- (E) Contractor agrees that any breach of the above provisions in paragraphs A through D shall constitute a material breach of this Agreement with S&C.

13. LIABILITY

Because of the independent status of Contractor, Contractor is solely and completely accountable for the services it provides to the Client, and neither the Client nor S&C, shall have any liability whatsoever to any party for such services provided by Contractor or its personnel.

14. OWNERSHIP OF INTELLECTUAL PROPERTY, ETC.

Unless Contractor and the Client reach a written agreement to the contrary, in which case Contractor agrees to provide a copy to S&C for its files, Contractor agrees for itself and its personnel that pursuant to the Client's requirement: (a) all documents, deliverables, software, systems 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 if it were "work for hire" for the Client; and (b) Contractor will immediately disclose to the Client all discoveries, inventions, enhancements, improvements and similar creations (collectively, "creations") 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 above materials and creations, including any copyright, patent rights and all other intellectual property rights therein, shall vest exclusively with the Client, and Contractor hereby assigns to the Client all right, title and interest that Contractor may have in such materials and creations to the Client, without any additional compensation and free of all liens and encumbrances of any type. Contractor affirms that the fee it has negotiated for the services performed under this Agreement includes payment for assigning such rights to the Client. Contractor agrees upon request (whether during or after term of this Agreement) to execute any documents and assist Client in any way deemed necessary (which may include assisting Client's attorneys in filing papers or prosecuting litigation) to register or perfect Client's 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 the Client.

15. INSURANCE

Contractor shall procure and maintain for itself and its personnel all insurance coverage required by federal and state law, and including but not limited to the following that may arise out of or be based upon any act or omission of Contractor or its personnel under this agreement: (a) workers compensation, employer's liability (minimum of \$500,000 limit of liability), and occupational disease insurance meeting statutory minimum requirements; and (b) commercial general liability insurance, including but not limited to bodily injury, death, property damage, products and completed operations, personal injury, and advertising injury with the following limits of liability: (i) per occurrence of \$1,000,000 and (ii) general aggregate of \$2,000,000. Sullivan and Cogliano Designers, Inc. will be added as an additional insured under the Contractor's general liability insurance.

Contractor will provide a Certificate of Insurance prior to start of each assignment evidencing such coverage. Upon request Contractor will provide to S&C an up-to-date copy of the Certificate of Insurance. Should any of the required coverage be cancelled or non-renewed, S&C is not liable for injuries/damages incurred by Contractor, regardless of whether insurance is in place or not.

16. PUBLICITY

Contractor shall not publish or use any advertising, sales promotion or publicity matters relating to services furnished or performed by Contractor wherein S&C or Client's name and/or logo is mentioned or language is used for which the connection of such name may, in S&C's judgement, be inferred or implied, without the prior written approval of S&C, which may be withheld in S&C's absolute discretion.

17. INDEMNIFICATION

Contractor shall indemnify and hold harmless S&C and Client, and their officers, directors, agents, owners, and employees, for any claims brought or liabilities imposed against S&C or Client by Contractor's employees or by any other party (including private parties, governmental bodies and courts), including claims related to workman's compensation, wage and hour laws, employment taxes, and benefits, and whether relating to Contractor's status as an independent contractor, the status of its personnel, or any other matters involving the acts or omissions of Contractor and its personnel. Indemnification shall be for any and all loss, including costs and attorneys' fees.

18. BREACH

Any breach of any provision of this Agreement by either party or its personnel entitles the other party to recover damages and injunctive relief. Both parties agree that because monetary damages are likely to be inadequate, the harmed party shall be entitled to temporary injunctive relief and to permanent injunctive relief. If either party is successful in recovering damages or obtaining injunctive relief, the other party agrees to be responsible for paying all of the harmed party's expenses in seeking such relief, including all costs of bringing suit and all reasonable attorneys' fees.

19. MISCELLANEOUS

This Agreement and any attached Purchase Order(s) and Exhibit(s), including those relating to separate requirements imposed by the Client, represent the entire agreement and understanding of the parties and any modification thereof shall not be effective unless contained in writing signed by both parties. No other document, including any agreement between S&C 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 S&C and Contractor.

Contractor agrees that all of its personnel working on Client projects covered by this Agreement shall sign an Employee Consent in the form of Exhibit "Employee Consent," attached hereto. The Employee Consent form will be delivered to S&C before such personnel begin work under any "Purchase Order."

Each provision of the Agreement shall be considered severable such that if any one provision or clause conflicts with existing or future applicable law, or may not be given full effect because of such law, it shall not affect any other provision of the Agreement which can be given effect without the conflicting provision or clause. To the extent that there may be any conflict between the terms of this Agreement and of the Purchase Order, this Agreement shall take precedence.

Contractor represents that Contractor has read and understands the terms of this Agreement, has had an opportunity to ask any questions and to seek the assistance of legal counsel regarding these terms, and is not relying upon any advice from S&C in this regard.

This Agreement shall be governed by the laws of the Commonwealth of Massachusetts, except for its choice of law principles, regardless of where Contractor's work is performed, and any litigation shall be brought in the state or federal courts of the Commonwealth of Massachusetts. Contractor agrees to the exercise of personal jurisdiction over it by such courts to the full extent permitted by law.

SULLIVAN AND COGLIANO DESIGNERS, INC.

Itlize Global LLC.

Print Name:: _____

Print Name:: _____

Signature: _____

Signature: _____

Title: _____

Title: _____

Date: _____

Date: _____