



INDEPENDENT CONTRACTOR AGREEMENT

THIS INDEPENDENT CONTRACTOR AGREEMENT ("Agreement") is made this 9th day of October, 2018, between Aquinas Consulting, LLC., a Connecticut corporation hereafter ("Aquinas"), and Itlize Global LLC, a New Jersey Corporation hereafter ("Contractor"), wherein the parties agree as follows:

Recitals

A. Aquinas is in the business of providing computer programmers, systems analysts and other information technology personnel on a contract, contract-to-hire or direct-hire basis to its clients ("Clients").

B. Contractor is engaged actively in the business of providing information technology services.

In consideration of the mutual promises set forth in this Agreement, Aquinas and Contractor agree as follows:

Description of Work

1. Pursuant to the terms of this Agreement, Contractor shall perform information technology services as an independent contractor directly to the Client of Aquinas identified in a Statement of Work (the form of which is attached hereto) executed by the parties hereto. The Statement of Work shall specify the work to be performed by Contractor for Client and such other matters as the parties may agree upon. Each Statement of Work shall be considered a part of this Agreement and shall be binding upon both parties. Contractor acknowledges that a Client may require that Contractor execute additional documents and/or agreements prior to performing services for Client and Contractor acknowledges that failure to execute any such documentation may result in Contractor not being engaged to perform those services.
2. Contractor shall perform all services using Contractor's best professional judgment and skill. Contractor shall maintain complete and accurate records concerning Contractor's performance of services for each Client. Such records shall be in accordance with sound accounting procedures and practices and shall include, but shall not be limited to, back-up documentation for all expenses for which reimbursement from Client or Aquinas is sought, hours worked and other usual and customary documentation. Contractor shall retain all financial and other records pertaining to its work under this Agreement for five (5) years after the termination or expiration of this Agreement or the conclusion of any audit pertaining to this Agreement, whichever is later.
3. From and after the date of execution of this Agreement, Contractor shall adhere to all other terms of this Agreement, even during those periods when Contractor may not be assigned to a Client.
4. All work performed for Clients will be in accordance with the terms and conditions of this Agreement. Contractor agrees that all services will be performed by the Contractor and/or the Contractor's personnel as set forth in the Statement of Work. Contractor shall be completely responsible for all work and services performed by its personnel. Contractor may not subcontract, assign or delegate any of its obligations hereunder to any third party. Contractor understands and agrees that Aquinas may

enter into contracts with third parties to perform the same or similar work as that performed by Contractor.

Time Devoted to Work

5. As an independent contractor, Contractor shall be responsible for completing assigned work in a timely manner. Contractor shall devote all such time as is reasonably necessary to competently and professionally complete the work assigned by a Client within the time for completion set forth in the Statement of Work or established by Client. Contractor understands that Aquinas may incur substantial damages, costs and expenses for which Contractor agrees to be responsible if Contractor fails to properly complete such work.

Payment For Services Rendered

6. Contractor shall be compensated for services in accordance with the agreed upon hourly rate or other fee structure set forth in the Statement of Work. Contractor is not entitled to, and will not receive, any compensation for services other than as set forth in the Statement of Work. Prior to submitting any time record or other documentation for payment, Contractor shall obtain the Client's written verification that the time set forth in such time records or the work identified as completed was actually worked or completed.

7. Contractor shall submit to Aquinas on an agreed-upon frequency all required billing and payment information including an invoice, approved time sheet and if appropriate other information that may be required. Aquinas shall pay Contractor at the agreed-upon hourly rate within 30 days of the receipt of all required documentation from Contractor. Contractor acknowledges that Aquinas's payment terms with the client are net 90 and that Contractor will be paid in advance of Aquinas receiving payment from the client. If the client fails to pay an Aquinas invoice because of suspected gross negligence by Contractor, a dispute over hours worked; because Contractor developed a substandard work product, or for any other reason, Contractor agrees to immediately refund any disputed payments or overpayments they may have received from Aquinas within 10 days of receiving notice regarding the disputed amount. Failure to refund any disputed amounts will be considered a material breach of this contract. Aquinas will make every effort to notify Contractor in a timely manner of any disputes that arise related to Contractor's work efforts. Should Contractor fail to refund any disputed amounts to Aquinas, Aquinas will have the right to withhold any disputed amount from any other payments due Contractor.

8. Contractor agrees not to accept payment directly from any Client for work performed hereunder and agrees to pay to Aquinas promptly any funds received from Client for work performed by Contractor hereunder. Further, Contractor agrees not to negotiate with Client concerning any aspect of Contractor's compensation.

9. Contractor shall be responsible for its own incidental expenses associated with performing the services unless otherwise provided in the Statement of Work. Contractor shall provide (at Contractor's sole expense) all tools, equipment, and property required to perform the services and complete the work unless otherwise set forth in the Statement of Work.

Term of Agreement

10. Contractor's provision of services under this Agreement shall terminate at the time specified in the Statement of Work and any extension of the Statement of Work, or at such other time as specified by Client if Client no longer desires Contractor's services. Either party may terminate this Agreement: (a)

immediately in the event the other party breaches its material obligations and fails to cure such breach within three (3) days of receipt of a notice of termination describing such breach, or (b) immediately upon any breach of any representation or warranty hereunder. Unless otherwise stated in the Statement of Work, Aquinas and the Aquinas customer will receive the right to hire contractor personnel assigned to this agreement at the completion of the initial contract period indicated in the statement of work. Aquinas makes no representation that it will offer employment to any contractor personnel and contractor makes no representations that its personnel would accept such a position if offered.

11. The provisions of Sections 17 through 22 shall be applicable to Contractor even during periods in which services are not being performed for a Client or even if Contractor declines to provide services to a particular Client.

Relationship of the Parties

12. The relationship between the parties is that of principal/independent contractor. Contractor shall not be deemed to be and shall not represent that Contractor is an employee, agent, or servant of Aquinas nor shall Contractor and Aquinas be construed to be engaged in any partnership, joint venture, alliance or other business relationship other than principal/independent contractor. Contractor agrees that as an independent contractor, Contractor will not be qualified to participate in or to receive any employee benefits, including participation in any pension, profit sharing, stock options, group insurance, short or long-disability insurance, workers compensation or any other benefit plan or arrangement which Aquinas has or may have for its employees. Contractor agrees that as an independent contractor, Contractor will not be entitled to vacation pay, holiday pay, severance pay or any other employment benefit provided by Aquinas to its employees.

13. Contractor shall meet (at its own expense) all local, state and federal requirements applicable to the work or services performed by Contractor, including but not limited to all required licenses and permits.

14. Because Contractor is an independent contractor and not an employee of Aquinas, Aquinas shall not withhold or deduct from any payments made to Contractor any amount for federal, state or local income taxes, FICA, unemployment compensation, workers compensation or any other amount. The withholding and timely payment of such amounts shall be entirely the responsibility of Contractor. Contractor shall indemnify, hold harmless and defend Aquinas from and against any claims, losses, liabilities, expenses (including reasonable attorneys fees and court costs) arising out of Contractor's failure to properly withhold and pay any such amounts. Contractor understands and agrees that Aquinas shall not be responsible for the payment of any overtime premium for hours worked by Contractor's employees since such persons are not employees of Aquinas. Contractor is responsible for paying any overtime premium required by law to any of Contractor's employees who qualify for such premium payment. Contractor shall provide reasonable evidence of Contractor's compliance with the provisions of this paragraph upon request.

Representations and Warranties

15. Contractor represents and warrants to Aquinas that:

a. All information contained in documentation provided by Contractor regarding Contractor's and Contractor's personnel's qualifications, credentials, or work history is complete, true and accurate and Aquinas may provide to any prospective Client written copies, extracts or summaries of such information provided to Aquinas by Contractor;

- b. Contractor and/or Contractor's personnel has never been convicted of, or pled no contest (or nolo contendere) to a crime of dishonesty, including, but not limited to, computer fraud or misappropriation of trade secrets or other proprietary information;
- c. Contractor and/or Contractor's personnel has never stolen or misappropriated any trade secret, proprietary information or other property of a third party;
- d. Contractor and/or Contractor's personnel is not restricted from providing services by virtue of the existence of any other agreement with a third party and the execution, delivery and performance of this Agreement and any mutually acceptable Statement of Work shall not constitute a breach of or default under any other agreement to which Contractor is a party; and
- e. Contractor is a corporate entity with Federal Tax ID number 47-4113111, is validly existing under the laws of the State of New Jersey and is doing business under the corporate name or business name of Itlize Global LLC. Contractor is qualified to do business in all jurisdictions where such qualification is required to perform the services hereunder.
- f. Contractor has conducted appropriate pre-employment background checks on each of their employees prior to their start date. Standard background checks will consist of a 10 panel drug screen, 7-year felony criminal history, Citizenship validation, referencing, and where appropriate, verification of the highest level of education claimed by the applicant. In addition, Contractor understands that Contractor personnel covered by this agreement may be called upon for additional background checks and/or drug screening at the request of a client to whom he or she may be assigned. Contractor further understands and agrees that a refusal to participate in such screening may lead to the termination of this Agreement.

Insurance

16. Contractor shall maintain during the term of this Agreement and during the performance of services under any Statement of Work, comprehensive general liability insurance covering errors and omissions in the performance of services by Contractor with a limit of liability not less than \$1,000,000 and naming Aquinas and its officers, directors, agents and representatives as additional insureds. Contractor shall also maintain all statutorily required workers compensation insurance. Contractor shall provide a certificate evidencing such insurance prior to performing services hereunder and shall provide a copy of any such insurance policy upon request.

Indemnification

17. Contractor shall indemnify, defend and hold harmless Aquinas, its subsidiaries, affiliates and successors and each of their respective directors, officers, employees and representatives (individually and collectively referred to in this Agreement as the "Aquinas Indemnitees"), from and against any liabilities, losses or expenses (including reasonable attorneys fees, costs of investigation and court costs) which relate to or involve allegations concerning: (a) Contractor's performance of services hereunder or any negligence, misconduct or criminal activities of Contractor or its employees, agents, directors or representatives; (b) employment taxes, benefits, unemployment compensation, workers compensation or wage and hour laws involving Contractor or Contractor's employees; and (c) Contractor's status as an independent contractor or the status of Contractor's employees.

18. Contractor shall not have and hereby waives any claim against Aquinas arising out of: (a) the termination by Client of any services, regardless of the nature or cause or such termination; (b) any

condition of the work place where services are performed; and (c) any act or omission of Client or Client's employees, agents, directors or representatives.

19. Contractor understands and agrees that Contractor is solely and exclusively responsible for the work performed by Contractor. Contractor shall not seek or claim indemnification from Aquinas for any claims, costs, liabilities or expenses incurred by Contractor arising out of Contractor's performance of services hereunder.

Confidentiality

20. Contractor understands that Aquinas must maintain the confidential nature of information provided to or obtained by it from Clients. Contractor agrees that neither Contractor nor anyone under Contractor's control or direction will disclose to any third party or use for its own purposes any information it obtains from or learns about a Client while performing services hereunder and which: (a) is marked as confidential or proprietary or the like, (b) is identified as confidential or proprietary or the like; or (c) a reasonable person would know or should know is confidential or proprietary. Contractor will use such information solely and exclusively to complete the work assigned by such Client. Contractor shall not unnecessarily duplicate or share such information within Client's organization except as directed by Client. Contractor shall not remove from Client's premises any of Client's information except as approved in advance by Client. Upon the termination of any services by Client or Aquinas, for any reason or no reason, Contractor shall return to Client all of Client's information in Contractor's possession or under Contractor's reasonable control. Contractor agrees to indemnify, defend and hold harmless the Aquinas Indemnitees in the same manner and to the same extent as provided in Section 17 above for any matters arising out of or allegedly arising out of Contractor's failure to comply with the provisions of this Section.

Competition

21. Contractor acknowledges and agrees that Aquinas has expended considerable time, effort and money in the identification, negotiation and maintenance of its relationships with its current and prospective Clients. Contractor agrees that during the term of this Agreement and the performance of any services hereunder or pursuant to any Statement of Work and for a period of one (1) year thereafter, Contractor shall not without the prior written consent of Aquinas: (a) solicit or accept from any Client of Aquinas to which Contractor was introduced by Aquinas for Contractor to perform, directly or indirectly, any services for such Client similar to those performed by Contractor for Aquinas hereunder; or (b) directly or indirectly solicit or hire any employee of Aquinas to which Contractor was introduced or met while providing services hereunder. In furtherance of the foregoing, if Contractor or anyone under Contractor's direct or indirect control or common control, provides or attempts or prepares to provide services of any nature to a Client (or to any entity which controls, is controlled by or under common control with, Client) to whom Contractor was introduced by Aquinas, or hires an employee of Aquinas in violation of any provision of this Section, Contractor shall pay to Aquinas a fee equal to 125% of the fee: (y) which Aquinas would have earned in respect of such services to such Client if such services had been provided pursuant to the terms of this Agreement, or (z) Aquinas would have earned in respect of such employee had Contractor not hired such employee.

Inventions

22. Contractor agrees that all inventions, ideas, designs, concepts, techniques, discoveries, and improvements, whether or not patentable and whether made or conceived of solely by Contractor or jointly by Contractor and others (individually and collectively referred to as "inventions"): (i) created or conceived of by Contractor or its personnel as a result of the performance of services to a Client, (ii) developed by Clients or (iii) to which Contractor is exposed during the performance of services

hereunder, are and shall be the property of Client. Contractor agrees that any invention described in subsection (i) above constitutes a "work made for hire" the ownership of which shall be entirely Client's. To the extent that any invention does not constitute a work made for hire, Contractor hereby assigns to Client and its successors any such inventions together with the right to seek protection by obtaining patents therein and agrees to cooperate with Client and its successors to execute any documents or do any thing reasonably necessary to cause Client property rights in said inventions to be perfected. Contractor agrees to promptly provide Client written notice of any inventions developed by Contractor or to which Contractor first becomes informed of or exposed to during the course of their relationship. Upon completion of any project, or termination of the relationship between the parties, or at Client's request, Contractor shall deliver to Client all items including, but not limited to, drawings, writings, computer software, descriptions, or other papers or documents which relate in any way to any invention, including all copies thereof.

Injunctive Relief

23. Contractor agrees that because monetary damages are likely to be inadequate, Aquinas shall be entitled to temporary injunctive relief for a breach of Sections 20, 21 and 22 above, without the necessity of posting any bond, upon application to a court of competent jurisdiction. Contractor agrees to indemnify Aquinas for all of Aquinas' expenses in seeking such relief, including reasonable attorney's fees, costs of investigation and court costs.

Miscellaneous

24. This Agreement shall be governed by and construed in accordance with the laws of the State of Connecticut, without giving effect to any conflict of law provisions which would have the effect of applying the substantive law of another jurisdiction. Neither party shall be liable to the other for any failure to perform or delay in performance hereunder where such failure or delay is occasioned by force majeure or an Act of God (including, but not limited to, fire, embargo, labor strike, or interruption of electrical service), or circumstances beyond such party's reasonable control. A party's failure at any time to enforce any of the provisions of this Agreement or any right with respect thereto, will not be construed to be a waiver of such provision or rights, nor to affect the validity of this Agreement. All the terms, provisions and conditions of this Agreement shall inure to the benefit of and shall be enforceable by the parties hereto and their respective successors and assigns.

25. Subject to the terms and conditions hereof: (a) this Agreement contains the entire understanding of the parties hereto with respect to the subject matter hereof; (b) there are no restrictions, promises, warranties, covenants or undertakings other than those expressly set forth herein; (c) this Agreement supersedes all prior agreements and understandings between the parties with respect to such subject matter; (d) this Agreement may be amended only by a written instrument duly executed by the parties hereto or their respective successor or assigns; and (e) any condition to a party's obligations hereunder may be waived by such party. This Agreement may not be assigned, in whole or in part, by Contractor without the prior written consent of Aquinas.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first above written.

Aquinas Consulting, LLC.

Itlize Global LLC

Managing Director

Amanda Li Date:
Manager – Client Services

Statement of Work

THIS STATEMENT OF WORK is hereby made a part of that certain Independent Contractor Agreement entered into by and between Aquinas, Inc. (hereinafter "Aquinas"), and Itlize Global LLC, (hereinafter "Contractor"), dated October 9, 2018 for work to be performed at or for XXXX (hereinafter "Client").

In accordance with the Independent Contractor Agreement, it is agreed as follows:

1. Specified Personnel Rates Start/End Dates

1.

2.

3.

2. Unless otherwise notified, when the end date set forth above has elapsed, this Statement of Work shall be deemed to have been extended beyond the original end date on a month-to-month basis, on the same terms and conditions stated herein and in the Independent Contractor Agreement referenced above, until such time as the above-mentioned project is completed or Contractor provides 30 days prior written notice of a refusal to extend this Statement of Work.

3. At the end of bi-weekly period, Contractor shall submit records of time worked which have been signed by an authorized official at the Client.

4. Contractor will discuss its hours and location where the work is to be performed with the Client, including notification to the Client if Contractor cannot be present.

5. Contractor agrees to complete the assignment within the guidelines as provided by the Client or within any reasonable changes in the guidelines as provided by the Client.

6. It is understood that this Agreement does not constitute an employment contract for any particular period of time and that the contract consultant may be terminated at any time by the Aquinas with or without cause and with or without any prior notice.

7. Contractor's rate is a confidential matter between Contractor and Aquinas and shall not be divulged to any other party, including the Client, unless required by applicable law.

Aquinas Consulting, LLC.

By: _____

Name: _____

Title: _____

Date: _____

Itlize Global LLC

By: _____

Name: _____

Title: _____

Date: _____