

CONSULTING SERVICES AGREEMENT

AGREEMENT made as of **August 22nd, 2018** by and between **Itlize Global LLC, (EIN: 47-4113111), 242 Old New Brunswick Road, Suite # 250, Piscataway, NJ 08854** ("You", "Provider", or "Vendor"), and MDMS Recruiting LLC
 Company or Client).

WHEREAS, Company desires to retain Provider as an independent contractor to perform services for Company and You are willing to perform such services, all on the terms and conditions set forth more fully herein;

NOW, THEREFORE, in consideration of the mutual covenants hereinafter recited, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Scope of Services:** You will perform services (respectively "Services" and "Deliverables") as directed by Company for Company and/or its customers.
2. **Schedule:** You agree to perform the Services on an as needed basis. You will not permit any other activities to interfere with the timely completion of Services. You agree to notify Company promptly if, at any time, it appears that you will not be able to complete the Services or any task on time.
3. **Compensation:** Company agrees to pay you for the Services of **(see Schedule A)** at a rate **(defined in Schedule A)** per hour, monthly, in arrears. You will submit time sheets weekly to Company.
4. **Deliverables and Acceptance:** The undersigned will be the principal point of contact with Company and will be responsible for determining whether You are meeting the requirements set forth by Company or Company's customers.
5. **Method of Performing Services:** Company requires You to observe at all times the security and safety policies of Company and/or its customers.
6. **Taxes:** You acknowledge and agree that it is your responsibility for payment of all related federal and state income tax withholding, social security taxes, and unemployment or disability insurance applicable to You, and you will indemnify Company and hold Company harmless to the extent of any obligation imposed by law on Company to pay any such amounts in connection with any payments made by Company to you under this Agreement on account of You.
7. **Confidential Information:** Provider and Company acknowledge that we each may acquire information from the other of a competitively sensitive or proprietary nature in connection with the Services performed by Provider, and we each also acknowledge that the Deliverables are confidential and proprietary to Company (all of the foregoing being deemed "Confidential Information"). Provider and Company agree to hold such Confidential Information in strict confidence and to use and disclose the same only for purposes related to the Services hereunder. We each agree that we will not allow any unauthorized person access to Confidential Information, either before or after the termination of this Agreement, and that we will take all action reasonably necessary and satisfactory to protect the confidentiality of the Confidential Information, including without limitation implementing and enforcing operating procedures to minimize the possibility of unauthorized use or copying of Confidential Information and limiting access to only those employees who have a need to know for purposes related to the Services, have been advised of the confidential nature, and are under an express written obligation to maintain such confidentiality. These restrictions shall not apply to (a) information generally available to the public; (b) information released by Provider or Company generally without restriction; or (c) information independently developed or acquired by Provider or Company without reliance on protected information of the other party or its customers. Provider and Company each agree to provide the other party notice immediately after learning of or having reason to suspect a breach of any of the confidentiality obligations set forth in this Agreement. Notwithstanding the foregoing restrictions, Provider and Company may disclose information to the extent required by an order of any court or other governmental authority, but only after having notified the party whose Confidential Information was disclosed and given that party a reasonable opportunity to obtain protection for such information in connection with such disclosure.
8. **Ownership of Deliverables:** All right, title and interest, including all rights in copyright or other intellectual property rights pertaining thereto, in and to all Deliverables (including work-in-process), shall be assigned to and held by Company. Company, as required, shall assign such rights to clients for whom services are provided. You agree to execute any documents of assignment or registration of copyright requested by Company respecting any and all

Deliverables. All copyrights, patents, trademarks, trade secrets and other intellectual property rights existing prior to the execution date of this agreement will belong to the party that owned such rights.

The application development referenced in the Agreements includes the creation of software code (whether in the form of objects, components, functions, modules, applications, or routines) that, alone or in combination or conjunction with other software provided by Vendor, may constitute a protectable work under copyright law, patent law, trade secret law, or any combination of the foregoing, as well as other creative works ("Deliverables"). Deliverables may further include documentation, research data and test results, and bug lists and fixes.

Ownership. In respect of the Deliverables, Client shall have an irrevocable, perpetual, worldwide ownership in and to all copyrights, patents, trade secrets, trademarks and other intellectual property rights, and shall retain or have transferred to it all right, title and interest in any ideas, concepts, know-how, tools, processes, or techniques developed or gained by Vendor during the performance of the Agreements, whether created or developed by Vendor alone or in conjunction with others, in and to the same. Vendor acknowledges that the Deliverables and related documentation, and any enhancements, adaptations, derivative works and customizing thereto, and all copies thereof, shall be the property of and shall be owned exclusively by Client, regardless of whether Vendor participated in the creation of any such enhancements, adaptations, derivative works or customizations.

No Licenses or Rights Created in Vendor. Except as provided in the Agreements, Vendor will not gain by virtue of the Agreements any rights of ownership in and to the copyrights, patents, trade secrets, trademarks or any other intellectual property rights owned by Client. Vendor does not gain or retain any license or shop right in and to any Deliverable made under or in connection with the Agreements. The Agreements does not constitute, define or provide a basis for any joint venture or joint development agreement between the parties.

To the extent that a Deliverable comprises all or part of what Client, its attorneys, agents and advisors, deem to constitute a protectable method, program or system, Client shall have the sole right to pursue, at its own expense, or not pursue, patent protection for same and Vendor shall cooperate at all stages of prosecution and thereafter to secure Client's proprietary rights in any such protectable method, program or system, when required.

To the extent that a Deliverable comprises a work of authorship, each Deliverable shall not be considered a "work made for hire" and Client shall retain all ownerships rights therein. Vendor shall cooperate with Client and its agents to secure Client's proprietary rights in any such work of authorship, when required.

Vendor represents and warrants that it has no other technology or intellectual property within its ownership or control that would conflict or interfere with Client's ability to commercially exploit any products or services using any Deliverable.

9. Warranties: You understand that Company respects proprietary rights and does not desire to acquire from you any trade secrets or confidential information of third parties. You represent and warrant to Company that (a) You are not under any pre-existing obligation inconsistent with the terms of this Agreement; (b) the Services to be performed under this Agreement and the results thereof (including without limitation the Deliverables) will be the original work of Provider, free and clear of any claims or encumbrances of any kind, and will not infringe any patent, copyright or other proprietary right or violate a trade secret of any person or entity; and (c) any Deliverables provided in electronic form include no computer instructions whose purpose is to disrupt or damage or interfere with the use of computer and telecommunications facilities or to perform functions which are not an appropriate part of the functionality of the Deliverables and whose intended result is to disrupt processing.

THE WARRANTIES CONTAINED IN THIS SECTION 9 ARE IN LIEU OF ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE CONDITIONS OR WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE FOR THE SERVICES FURNISHED UNDER THIS AGREEMENT.

10. Termination:

(a) For breach. In the event either party fails to cure a breach of this Agreement within fifteen (15) days after receiving written notice thereof, then the non-breaching party may terminate this Agreement upon written notice.

(b) Procedure upon termination. Upon termination, you will immediately deliver to Company all Deliverables (including work-in-process) and all tangible embodiments of Confidential Information. Within sixty (60) days of termination of this Agreement for any reason, you will submit to Company an itemized invoice for any unpaid fees or expenses properly payable by Company. Company, upon payment of amounts so invoiced, shall thereafter have no further liability or obligation to you whatsoever for any further fees or expenses.

(c) Termination Not For Breach. If this Agreement is allowed to terminate for other reasons, the provisions of Section 7 of this agreement shall still be in effect.

11. **Relationship of Parties:** It is understood and agreed that Provider is an independent contractor and that you will perform the Services under Company's general direction as to the result of such activity but that you will determine, in your discretion, the manner and means by which the Services are accomplished, subject to the express condition that you will at all times comply with applicable law. It is also expressly understood that You shall not be considered Company's agent or employee, and have no authority whatsoever to bind Company by contract or otherwise.

12. **Assignment:** The rights and liabilities of the parties hereto shall bind and inure to the benefit of their respective successors, heirs, executors and administrators, as the case may be; provided that, as Company has specifically contracted for your services, you may not assign or delegate your obligations under this Agreement either in whole or in part without Company's prior written consent.

13. **Governing Law; Severability:** This Agreement shall be governed by and construed in accordance with the laws of The State of New York, excluding that body of law applicable to choice of law. If any provision of this Agreement is for any reason found by a court of competent jurisdiction to be unenforceable, the remainder of this Agreement shall continue in full force and effect.

14. **Complete Understanding; Modification:** This Agreement supersedes all prior agreements and understandings between the parties with respect to its subject matter and may not be changed unless mutually agreed upon in writing by both parties.

15. **Notices:** Any notices required or permitted hereunder shall be given to the appropriate party at the address specified below or at such other address as the party shall specify in writing. Such notice shall be deemed given upon personal delivery to the appropriate address or sent by certified or registered mail, three days after the date of mailing provided that notice of change of address shall be deemed effective only upon receipt.

MDMS Recruiting, LLC

Itlize Global LLC
242 Old New Brunswick Road, Suite # 250
Piscataway, NJ 08854

16. **Legal and Equitable Remedies:** You acknowledge that the Services are personal and unique and that you will have access to Confidential Information. Company will have the right to enforce this Agreement and any of its provisions by injunction, specific performance or other equitable relief without prejudice to any other rights and remedies that Company may have for a breach of this Agreement without the necessity of posting a bond.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement as of the date first written above.

Provider

MDMS Recruiting, LLC

BY: _____
(Signature)

NAME: Amanda Li
(Print)

TITLE: Manager – Client Services

DATE: _____

BY: _____
(Signature)

NAME:

TITLE:

DATE: _____

SCHEDULE A

This **SCHEDULE A** is in addition to the **AGREEMENT** made as of **August 22nd, 2018**, by and between **Itlize Global LLC, (EIN: 47-4113111), 242 Old New Brunswick Road, Suite # 250, Piscataway, NJ 08854** ("You", "Provider", or "Vendor"), and MDMS Recruiting LLC (Company or Client).

You will provide the individual/s listed below under the following terms:

- a **Programmer Analyst** at an all-inclusive daily rate of per day payable based on approved timesheets submitted weekly accompanied by monthly invoices sent to payroll@mdmsrecruiting.com.
- Payment to You, via physical check, will be rendered on a **Net 30** basis upon receipt of monthly invoice and accompanying approved timesheet.

For consulting services **targeted to start on or about September 10th, 2018**, tentative to the successful completion of a background check including, if required, fingerprinting and drug screen, and with an expected duration of **6 months** with the possibility of an extension or multiple extensions or direct hire, provided to:

-

IN WITNESS WHEREOF, the parties have caused this **SCHEDULE A** to be executed as of the date first written above.

Provider

MDMS Recruiting, LLC

BY: _____
(Signature)

NAME: Amanda Li
(Print)

TITLE: Manager – Client Services

DATE: _____

BY: _____
(Signature)

NAME

TITLE

DATE: _____