

## **INDEPENDENT CONTRACTOR SUPPORT AGREEMENT**

THIS INDEPENDENT CONTRACTOR SUPPORT 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 engaged in the highly competitive business of providing services that includes 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:

1. Contractor agrees to provide candidates to Aquinas for possible placement at Aquinas Consulting clients.
2. 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 have personnel assigned to Aquinas or personnel working in support of Aquinas job openings.
3. Contractor understands that Aquinas must maintain the confidential nature of information provided to or obtained 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. Contractor shall not unnecessarily duplicate or share such information. 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 for any matters arising out of or allegedly arising out of Contractor's failure to comply with the provisions of this agreement.
4. 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 for a period of (1) year following any candidate presentations or interviews, that Contractor shall not without the prior written consent of Aquinas: (a) solicit from any Client or prospect of Aquinas to which Contractor was introduced by Aquinas, or perform services, directly or indirectly to any client or prospect of Aquinas that Contractor was introduced to by Aquinas; 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. Additionally Aquinas agrees not to solicit any employee of Contractor who has performed services under this agreement for a period of 12 months after this agreement is terminated or Contractor ceases providing services to Aquinas.

#### Injunctive Relief

5. Contractor agrees that because monetary damages are likely to be inadequate, Aquinas shall be entitled to temporary injunctive relief for a breach of Sections 3 and 4 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.


6. 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.

7. 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