



Vega Consulting Solutions, Inc.

Attention: Contract Services/Subcontracts

THIS AGREEMENT is between **Vega Consulting Solutions, Inc. ("VEGA")** with offices at 3 Romaine Road, Mountain Lakes, NJ 07046 and **ITLIZE Global LLC ("Supplier")** with offices at 242 Old New Brunswick Road, Suite #250, Piscataway, NJ 08854.

1. Type of Agreement

VEGA is in the business of locating temporary personnel with information technology skills for various clients ("Client"), to provide specifically designated technical services. This Agreement is a contractual vehicle which will allow Supplier to introduce personnel candidates to VEGA in order that VEGA may propose the services of such personnel to the Client under various Client agreements. Supplier will act only as an independent contractor to VEGA under this Agreement and will not act or attempt to act or to represent itself, either directly or by implication, as an agent, partner or joint venturer of VEGA or its affiliates.

This Agreement is not a purchase commitment or request for delivery by VEGA of any Supplier services. Any services to be performed under this Agreement by Supplier will be authorized only by individual signed Purchase Orders.

2. Purchase Orders

In the event that a Purchase Order is required, each Purchase Order will specify the type of services or level of effort required, the term, the negotiated labor rate, the name of the individual performing the services and the performance location(s). No expenses other than labor rates will be allowed. Incidental expenses, such as travel and living, will not be allowed unless specifically authorized by the Client and as detailed in the Purchase Order.

Specified contract clauses, attachments, addendum and modifications may be incorporated by reference in their entirety into Purchase Orders. It is the responsibility of the Supplier to provide copies of any referenced clauses, attachments, addendum or modifications to the Supplier's employee(s) performing services.

3. Changes

VEGA and Supplier can mutually agree to change the terms of this Agreement by executing a written Modification to this Agreement or to an existing Purchase Order. Only an authorized VEGA Subcontract Administrator may issue Modifications to or under this Agreement and Modifications are not valid until they have been signed and accepted by all parties. No proposed change to perform additional services or to provide changes within the general scope of the services, including rate changes, are binding upon VEGA until a Modification has been fully executed. Any work done by Supplier in contemplation of the execution of such a Modification shall be done solely at Supplier's risk.

4. Entire Agreement

This Agreement and all incorporated Attachments represent the complete agreement between VEGA and Supplier. No other agreements or understandings, whether written or oral, including proposals, quotations or acknowledgements, shall be considered as a part of this Agreement. Supplier acknowledges that it is entering into this Agreement solely on the basis of the agreements, representations and attachments contained herein.

5. Headings

The headings used in this Agreement are intended for convenience only. They are not a part of the written understanding of the parties and shall not affect the construction or interpretation of this Agreement.

6. Severability

If any term of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of this Agreement shall remain in full force and effect and shall in no way be invalidated.

7. Notices

All correspondence issued in connection with the subject matter of this Agreement must be in writing and should be sent to the following designated parties:

SUPPLIER:

ITLIZE Global LLC
242 Old New Brunswick Road – Suite 250
Piscataway, NJ 08854

VEGA:



8. Record Maintenance

Supplier agrees to maintain records for a period of two (2) years following the completion of services provided hereunder which adequately substantiate the applicability and accuracy of all charges, as well as specific employee wage and markup rates for such services. Supplier also agrees to produce such records for audit by Client upon the provision of reasonable advance notice. The length of this record retention period may be increased via Attachments or Purchase Orders pertaining to specific Client engagements.

9. Billing and Payment

Supplier shall invoice VEGA monthly in accordance with the negotiated rates as specified. Within one (1) day after the end of each monthly period (the last day of the month), the Supplier must submit a VEGA time record approved by an authorized Client representative verifying the number of hours of services provided by the Supplier's employees to the Client. No exceptions will be made to these invoicing instructions except to meet Client specific requirements, which will be separately stated in the applicable Purchase Order. No payments will be made to the Supplier without the submission of an invoice and the associated approvals for time records and Client directed and approved incidental expenses. Approved time records and invoices should be sent for processing to the appropriate VEGA Administrator, as designated on each Purchase Order, and must include the VEGA Purchase Order number and VEGA requirement number, as specified on the Purchase Order.

Supplier is entitled to compensation per its invoice only for services that have been accepted by the Client and further, it is understood and agreed that if the Client refuses to accept and pay VEGA for Supplier's work, provided that such refusal is based on either the quality of the work performed by Supplier or as a result of Supplier's breach of this agreement, and Supplier agrees that VEGA has no liability otherwise. Upon written demand from VEGA, Supplier will refund to VEGA any payments previously made for the hours in question. If Supplier refuses to refund such payments, VEGA may deduct these amounts from any other payments due from VEGA to Supplier. VEGA will pay Supplier within net forty-five (45) days of receipt of Supplier's invoice, along with an approved and signed time sheet(s).

Supplier warrants that it bears the sole responsibility for the payment of compensation to its own employees and will comply with standard Department of Labor guidelines including, but not limited to, taxes, contributions and benefits. VEGA and the Client have no obligation to provide Worker's Compensation coverage or to pay premium "overtime" payments, at any rate other than the normal rate agreed to in the Purchase Order, to Supplier's employees. VEGA shall not be liable to Supplier or to any of Supplier's employees for the Supplier's failure to perform its compensation, benefit or tax obligation. Supplier shall indemnify, defend and hold VEGA harmless from and against any claims or demands relating to such taxes, contributions and benefits, and will comply with all associated governmental regulations, including the filing of all necessary reports and returns.

10. Supplier Personnel

Supplier agrees that its personnel are not employees of VEGA or Client. Supplier's employees are not entitled to any rights, benefits or privileges provided by VEGA or Client to their own employees, and Supplier warrants that this information has been communicated to its employee(s) prior to their provision of services under this Agreement. Supplier agrees, upon request from VEGA, to provide copies of W-2 forms for any of its employees proposed to provide services under this Agreement.

Supplier authorizes VEGA to verify all Supplier employee information provided in conjunction with this Agreement, including, but not limited to, previous employers, educational records and references. Upon VEGA's request, and to the extent permitted by law, Supplier agrees to conduct and to pay for background checks on its employees when proposing them for service under this Agreement. Background checks may include the following: public criminal records, judgments, credit checks, fingerprinting, drug screening or other Client specific requests.

Supplier warrants that all information provided by Supplier's employees in consideration for providing services to VEGA and its Clients is true to the best of Supplier's and Supplier's employee's knowledge. This includes, but is not limited to, information provided in resumes, references, and interviews. Supplier certifies that personnel provided under this Agreement are not restricted

from providing services to VEGA's Client by any employment or other agreements and will not create any conflict of interest. Supplier understands that any misstatements or lack of candor by Supplier or its employees constitute a material breach of this Agreement and may be grounds for immediate termination of individual Purchase Orders, or the Agreement in its entirety, with no liability to VEGA.

11. Insurance

Prior to the provision of services under this Agreement, and at its own expense, Supplier will obtain for itself and its employees, the following types and levels of insurance:

- a) General Liability insurance covering bodily injury, death, and property damage, arising from acts or omissions by Supplier or its employees, with a minimum limit of \$2,000,000.
- b) Workers' Compensation insurance, as required by law, including employer's liability insurance with a minimum limit of \$500,000 per occurrence.
- c) Business automobile insurance covering bodily injury, death, and property damage with a minimum limit of \$1,000,000 (if vehicle will be used in conjunction with services provided under this Agreement)

Limits of liability may be increased by Modification to this Agreement or to individual Purchase Orders because of Client specific requirements.

Supplier agrees to name VEGA as an Additional Insured and will provide a copy of the Certificate of Insurance prior to commencing any work under this Agreement. Upon request, Supplier will also provide a copy of its insurance binder or policy.

12. Laws

This Agreement shall be governed by the laws of the State of New Jersey and any lawsuits pertaining to this Agreement, or to the services provided, shall be brought in the federal or state courts in the State of New Jersey. Supplier consents to the exercise of personal jurisdiction over it by such courts.

13. Warranty

Supplier warrants that its services and the services of its employees will be provided utilizing reasonable care and skill in accordance with customary industry standards. If any service fails to comply with this warranty and the Supplier is so notified in writing, the Supplier will promptly either correct such failure or, if deficiencies cannot be corrected to the satisfaction of VEGA or Client, or if Client requests an immediate refund, Supplier will refund the amount paid for such deficient services.

14. Limitation of Liability

VEGA and Supplier agree that neither shall be entitled to recover from the other for any incidental, indirect, special or consequential damages sustained resulting from the action or inaction of the other under this Agreement, whether the cause of action against the other is in contract, breach of warranty, tort, gross negligence or otherwise, including, but not limited to lost profits, lost opportunities and/or delay damages, even if the other party was advised of or was aware of the potential for such damages.

15. Indemnification

Supplier agrees to indemnify and hold harmless VEGA and the Client, and their officers, directors, agents, owners, and employees, for any and all losses, costs and other liabilities incurred, including attorney's fees, relating to any breach of Supplier's obligations set forth herein, provided, however, that Supplier's indemnity obligations hereunder shall not extend to the negligence, willful misconduct or breach of this agreement of or by VEGA.

16. Confidential Information

VEGA is required to maintain the confidentiality of information obtained from its clients, as well as information regarding its own business. Supplier agrees not to disclose to any third party any Confidential Information relating to VEGA, its agents, its clients (including Client), its client's customers, or other VEGA suppliers or employees. Confidential Information is information that is disclosed or obtained during the course of services being performed under this Agreement and includes, but is not limited to:

- a) Trade secrets, know-how, tools, methods, techniques, designs, computer source code, customer information, employee information, pricing information, financial information and business strategies.
- b) Any information designated as either proprietary, confidential or that contains some other type of security classification or restriction.

- c) Any information regarding the existence of, and details about any opening for which candidate may be proposed or interviewed or has learned about through such interviews, and the identification of the Client in regard to the opening.

Supplier's employees must not reproduce in any way, divulge, or remove from the Client's premises any tangible or intangible property whatsoever, except personal effects, which could reasonably be construed as constituting Confidential Information relating to VEGA, any Client, or the customers and clients of any Client. All Client data or materials in the possession of Supplier or its employees at either the termination of or completion of services under this Agreement or individual Purchase Orders must be returned to the Client. All parties agree that the disclosure or use of Confidential Information in breach of this section may give rise to irreparable harm to the injured party and acknowledge that remedies other than injunctive relief may not be adequate. Accordingly, each party has the right to seek equitable and injunctive relief to prevent the unauthorized disclosure or use of any of its Confidential Information, as well as to seek appropriate monetary damages.

17. Intellectual Property Rights

Supplier and its employees agree that all documents, deliverables, software, systems designs, disks, tapes and any other materials created in whole or in part by Supplier and its employees during the provision of services under this Agreement are Works Made for Hire. All ownership and control of the above materials and creations, including any copyright, patent rights and all other Intellectual Property Rights will vest exclusively with the Client and/or VEGA, as specified in the Client Agreement. Supplier assigns to the Client and/or VEGA all rights, title and interest that Supplier may have had in such materials and creations to the Client and/or VEGA without any additional compensation and warrants that they are free of all liens and encumbrances of any type. Supplier agrees to execute any documents required by the Client and/or VEGA to register its rights and implement these provisions. Supplier will also disclose to the Client and/or VEGA all discoveries, inventions, enhancements, improvements and similar creations made, in whole or in part, by Supplier during the provision of services under this Agreement.

18. Non-Solicitation

During the term of this Agreement and for a period of one (1) year after its termination or completion of services hereunder, VEGA agrees that it will not solicit for hire, or hire any of Supplier's employees who were performing services through VEGA for Clients pursuant to this Agreement. During the term of this Agreement and for a period of one (1) year after its termination or completion of services hereunder, Supplier and its employees agree that they will not solicit for hire, hire, or advise or assist others with the opportunity to do the same, any employees of VEGA, its agents, or other VEGA suppliers or employees about whom they received information, or to whom they were introduced as a result of any services performed pursuant to this Agreement.

The parties agree that a breach of this section may give rise to irreparable harm to the injured party and acknowledge that remedies other than injunctive relief may not be adequate. Accordingly, each party has the right to seek equitable and injunctive relief, as well as to seek appropriate monetary damages.

19. Non-Competition

During the term of this Agreement and for a restricted period of one (1) year, as measured from the last occurrence of any introduction, interview, or provision of services under this Agreement, Supplier and its employees agree that they will not provide or attempt to provide, or advise or assist others of the opportunity to provide, any services to any Client, including Client's affiliates, customers and clients that would be in direct competition with services regularly provided by VEGA:

- (1) to which Supplier or its employees have been introduced under this Agreement;
- (2) with which Supplier or its employees have interviewed under this Agreement;
- (3) for which Supplier or its employees have provided services under this Agreement, or
- (4) to which Supplier or its employees have received information about as the result of any introduction, interview or service provided under this Agreement.

The parties agree that a breach of this section may give rise to irreparable harm to the injured party and acknowledge that remedies other than injunctive relief may not be adequate. Accordingly, each party has the right to seek equitable and injunctive relief, as well as to seek appropriate monetary damages.

20. Vacation / Leave of Absence

Supplier's employees will not be permitted vacations or leaves of absence outside the United States while under contract with Vega. Exceptions to this clause must be requested in writing and approved in writing by an officer of Vega.

21. Benefits

Supplier acknowledges and agrees, that Supplier's employees will not be eligible for any benefits provided for and/or paid for by VEGA or the Client, including, but not limited to VEGA's or the Client's corporate: Health Insurance, 401K Benefits, Holidays, Vacation time, Paid Time Off, other Absences or any other benefit granted by VEGA or the Client to its direct employees. It is the responsibility of the Supplier to make this known to and understood by any of its employees placed by VEGA.

22. Pre-Interview Agreement

Supplier warrants that it will disclose the contents and explain the responsibilities of Section 18, "Non-Solicitation", Section 19, "Non-Competition", and Section 20 "Vacation / Leave of Absence" to any of its employees prior to sending such employees to a Client interview and will obtain the employee's written agreement to be bound to thereby.

23. Assignment

Neither this Agreement nor any interest hereunder may be assigned, further subcontracted or otherwise transferred by Supplier to third parties without the prior written consent of VEGA. This Agreement may be assigned by VEGA without the consent of Supplier in connection with the sale, transfer, merger or other assignment of all, or substantially all, of the capital stock or assets of VEGA to an acquiring party that assumes in writing the obligations of VEGA. This Agreement shall be binding upon and inure to the benefit of the heirs, successors, assigns, and delegates of the parties hereto.

24. Termination

VEGA or Supplier may terminate this Agreement by providing thirty (30) calendar days prior written notice and may terminate any Purchase Order issued hereunder by providing ten (10) business days prior written notice. VEGA may terminate this Agreement or any Purchase Orders upon shorter notice if directed to do so by the Client. VEGA agrees to pay Supplier for all Client approved fees and expenses incurred for services provided hereunder through the termination date. The provisions in all other sections shall survive the termination of this Agreement.

If the client, or Supplier, terminates the assignment within the first thirty (30) days, termination will be immediate, and no compensation will be paid.

IN WITNESS THEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the later date below.

For VEGA:

By: _____

Type/Print: _____

Title: _____

Date: _____

For Supplier:

By: _____

Type/Print: _____

Title: _____

Date: _____