

Supplier Packet Instructions

Please keep this entire packet together. All forms, including this instruction sheet, must be completed and returned to DIVERSANT, LLC (“DIVERSANT”) before a Supplier can be approved. Incomplete packets shall not be processed. If you have any questions, please contact Contracts at supplieronboarding@diversant.com.

Please note that you may not begin providing services to DIVERSANT until you have been approved and the approval process cannot start until we receive a fully completed Supplier Packet from your company.

The Master Supplier Services Agreement contains the mandatory terms and conditions which DIVERSANT must flow-down to its Suppliers to remain in compliance with our client agreements.

Documents to be returned:

1. Third Party Master Services Agreement and all exhibits attached herein
2. State issued Articles of Incorporation (Organization) or state issued Certificate of Good Standing
3. Certificate of Insurance on Accord Form (including DIVERSANT and Client named as additional insured and as certificate holders)
4. Completed IRS Form W-9

*Please note: All documents in this packet requiring signature must be signed by a corporate officer of the company.

You may return your completed packet in any of the following ways (we shall accept faxed or scanned signatures):

- Scan and email to: supplieronboarding@diversant.com. Make sure you include your company name in the subject line of your email. Please copy your DIVERSANT sponsor on the email.
- Fax to: 704-817-1333 Make sure your cover page includes the name of your company and references “Supplier Packet.”

****Please complete the information required in the first paragraph of the agreement (next page)**

THIRD PARTY MASTER SERVICES AGREEMENT

THIS MASTER SERVICES AGREEMENT (the “**Agreement**”) effective **September 19, 2018** (the “**Effective Date**”) is by and between DIVERSANT, LLC (“**DIVERSANT**”), a New Jersey Limited Liability Company, with a principal location at 331 Newman Springs Rd., Bldg. 3, 2nd Floor, Suite 350, Red Bank, New Jersey 07701 and Itlize Global, LLC (“**Supplier**”), a New Jersey Company with a principal location at **242 Old New Brunswick Road, Suite 250, Piscataway, New Jersey 08854.**

WHEREAS, DIVERSANT is in the business of locating temporary professional resources for its clients (hereinafter, collectively or individually, “**Client**”);

WHEREAS, Supplier has the capability and capacity to supply professional resourcing services on an as needed basis on behalf of Client;

WHEREAS, from time to time, DIVERSANT desires to engage Supplier to provide the said services under the terms and conditions hereinafter set forth, and Supplier is willing to perform such services;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Diversant and Supplier (hereinafter, collectively, the “**Parties**”, or individually, a “**Party**”) Parties agree as follows:

1. PURCHASE ORDERS

Supplier and DIVERSANT agree that a purchase order, a sample form of which is attached hereto and made a part hereof as Exhibit B (“**Purchase Order**”), shall be executed by Supplier and DIVERSANT prior to the commencement of Supplier’s services or the assignment of Supplier’s personnel for a Client. Each Purchase Order shall specify the job description, the length of the engagement, the negotiated bill rate (from Supplier to DIVERSANT), the name of the individual provided by Supplier to perform the services (“**Supplier Personnel**”), Supplier Personnel’s employment status (exempt vs. non-exempt), pay rate (from Supplier to the individual), and the location for the services. Supplier agrees to perform services set forth in a signed Purchase Order in accordance with the terms and conditions of this Agreement and any signed amendment or addendum to this Agreement. No costs and/or expenses (ex. travel, living and/or training) shall be paid or reimbursed, except as authorized by Client and specified for in the Purchase Order. Any expenses must be submitted for reimbursement in accordance with the DIVERSANT expense reimbursement policy. DIVERSANT shall have the right to extend the term of a Purchase Order in conjunction with the needs of a Client, not to exceed a total of (2) years, upon written notice to Supplier, which notice may be via email. Notwithstanding anything to the contrary herein, DIVERSANT is under no obligation to use Supplier’s services or to issue any Purchase Orders to Supplier.

2. DUTIES AND RESPONSIBILITIES OF SUPPLIER

a. Employment Requirements.

- (i) Supplier acknowledges and agrees that it is the sole employer of all Supplier employees, including Supplier Personnel. Notwithstanding anything to the contrary, in no event shall any Supplier Personnel be deemed to be an employee of DIVERSANT or Client by virtue of his/her assignment hereunder.
- (ii) Supplier certifies that Supplier Personnel assigned to perform services on behalf of Client and any other Supplier employee(s) providing services on behalf of Client shall be: a) 18 years of age or older and b) either U.S. Citizens or eligible to work in the United States. Supplier further certifies that it is in compliance with the Immigration Reform and Control Act, including all worker eligibility and I-9 verification procedures, the Fair Labor Standards Act and all federal, state and local laws and regulations, including those regarding anti-harassment, anti-discrimination, anti-retaliation, workplace safety training and any other applicable laws, with respect to all Supplier Personnel. Supplier further certifies that it has, and during the term of this Agreement shall maintain, anti-harassment, anti-discriminatory and anti-retaliation policies, and appropriate complaint procedures in place.
- (iii) Supplier acknowledges and agrees that it is solely responsible for the following on behalf of all Supplier Personnel: payment of all compensation, including but not limited to salary and benefits; maintaining personnel and payroll records; paying, withholding and transmitting all taxes, FICA, or state disability premiums; making unemployment and social security contributions; payment and resolution of any unemployment claims; administration of workers' compensation claims and payment of workers' compensation benefits; and removing any Supplier Personnel at the request of DIVERSANT or Client. Neither DIVERSANT nor Client shall have any obligation to provide any form of compensation or workers, compensation coverage on behalf of Supplier Personnel.
- (iv) Supplier agrees to recruit, interview, screen and present qualified candidates to DIVERSANT. Supplier further agrees to conduct and to pay for, without reimbursement from DIVERSANT or Client, any background checks. Supplier shall use its best efforts, through skills assessment and other means, to ensure that Supplier Personnel have the necessary qualifications to perform the services set forth in the respective Purchase Order. If directed by DIVERSANT, Supplier agrees to conduct and to pay for, without reimbursement from DIVERSANT or Client, any additional background checks, drug tests and/or pre-assignment checks that may be required by Client.
- (v) Supplier Personnel shall not be entitled to holiday pay, allowance, accrual or payment of vacation or paid time off, disability, insurance, pensions, retirement plans, or any other rights, benefits or privileges offered or provided by Client or DIVERSANT to their respective employees. Supplier shall require Supplier Personnel to sign a written agreement including language consistent with the foregoing, a copy of which shall be provided by Supplier to DIVERSANT upon the placement of Supplier Personnel at a Client's site. Supplier further warrants that it shall obtain the written agreement of any Supplier Personnel to comply with the terms of any documents or obligations required by a specific Client prior to the

placement of such Supplier Personnel at a Client site. Supplier agrees to provide copies of any and all such written agreements to DIVERSANT upon the placement.

b. Supplier Warranties

- (i) There is no claim, lien or action that exists or is threatened against Supplier that would interfere with DIVERSANT's rights under this Agreement or impair Supplier's ability to perform services hereunder.
- (ii) Supplier warrants that all information provided by Supplier about itself and about Supplier Personnel is complete and accurate to the best of Supplier's knowledge, including, but not limited to, all information relating to Supplier Personnel as set forth on the Purchase Order. Supplier authorizes DIVERSANT to verify all Supplier Personnel information provided in conjunction with this Agreement, including, but not limited to, previous employers, educational records and references.
- (iii) Supplier warrants that Supplier Personnel is not restricted from providing services to DIVERSANT and/or the Client by any employment or other agreements and shall not create any conflict of interest. Supplier agrees to advise DIVERSANT in writing prior to the assignment of a Supplier Personnel at a Client hereunder if such Supplier Personnel has ever worked for such Client previously.
- (iv) Supplier agrees that once it submits to DIVERSANT a resume or other information regarding any individual proposed as Supplier Personnel for placement at a specific Client, Supplier shall not submit such individual either directly to such specific Client or indirectly to such Client through any other vendor without the prior written approval of DIVERSANT, which approval shall not be unreasonably withheld.
- (v) Supplier shall not remove, terminate or reassign any Supplier Personnel during the term of a Purchase Order without the prior approval by Diversant, except to the extent permitted pursuant to Section 6(c).
- (vi) Supplier's services and the services of Supplier Personnel shall be provided utilizing reasonable care and skill in accordance with customary industry standards. In the event that Supplier breaches this warranty, DIVERSANT shall notify Supplier in writing describing the deficiency. Supplier agrees to promptly re-perform such services that failed to meet this standard of care. If the deficiencies in the services cannot be corrected to the satisfaction of DIVERSANT or Client, or if Client demands an immediate refund of amounts paid for the deficient services, Supplier shall promptly refund to DIVERSANT any amount paid by DIVERSANT for such deficient services.
- (vii) Supplier warrants that its franchises, divisions, departments, and branches (if any), comply with the terms of this Agreement and any related policy and procedures. Under no circumstances shall any special arrangement be made for compensating a Supplier franchise. Notwithstanding anything to the contrary contained herein, Supplier shall remain liable for all obligations, services and functions performed by

all subcontractors or franchises, whether approved or unapproved, to the same extent as if such obligations, services and functions were performed by Supplier.

- c. Client Contact. Except as otherwise directed by DIVERSANT, Supplier shall deal directly and exclusively with DIVERSANT with respect to Supplier's services hereunder and with respect to Supplier Personnel, and shall not communicate directly with Client regarding such. The Parties agree that this restriction is not intended to restrict or prohibit necessary day-to-day communication between Supplier Personnel and Client with regard to the services being performed. In no event shall Supplier or Supplier Personnel act in such a way as to disrupt or impair DIVERSANT's relationship with Client. Supplier shall supervise any of its subcontractors approved hereunder to ensure that such approved subcontractors deal directly and exclusively with Supplier with respect to the provision of services hereunder, and not with DIVERSANT or Client. Supplier shall work to ensure that Supplier Personnel do not contact Client to discuss payment concerns and/or Supplier's failure to provide payment to Supplier Personnel. Any violation of this Section by Supplier and/or its approved subcontractors shall be considered a material breach of this Agreement.
- d. Non-Competition. During the term of this Agreement and for a period of one (1) year thereafter, Supplier agrees that it shall not provide or attempt to provide, or advise or assist others to provide, any services to Client. During the term of any Purchase Order and for a period of one (1) year after the termination of services under such Purchase Order, Supplier agrees that it shall not provide the services of the Supplier Personnel assigned under such Purchase Order, either directly or indirectly through another party, to the same Client or to a Client in connection with the same Client project or engagement that was the subject of such Purchase Order. The Parties agree that a breach of this Section 2(d) shall give rise to irreparable harm to DIVERSANT and acknowledge that remedies at law may not be adequate. Accordingly, DIVERSANT has the right to seek equitable and injunctive relief, as well as to seek appropriate monetary damages, including but not limited to attorney's fees and other costs, from Supplier and/or Supplier Personnel in the event of a breach of this Section.
- e. Non-Solicitation. During the term of this Agreement and for a period of one (1) year after its termination or completion of services hereunder, Supplier and Supplier Personnel agree that they shall not solicit or induce for employment, hire, or advise or assist others with the opportunity to do the same, any (i) employees or contractors of Client; (ii) employees or contractors of DIVERSANT; and/or (iii) employees or contractors of other suppliers who are on assignment with Client or had been on assignment with Client during the previous six (6) months. The Parties agree that a breach of this Section 2(e) shall give rise to irreparable harm to DIVERSANT and acknowledge that remedies at law may not be adequate. Accordingly, DIVERSANT has the right to seek equitable and injunctive relief, as well as to seek appropriate monetary damages, including but not limited to attorney's fees and other costs, from Supplier and/or Supplier Personnel in the event of a breach of this Section.
- f. Hiring of Personnel. During the term of any Purchase Order under this Agreement and at any time thereafter, Client shall have the right to offer employment to and/or to hire, or facilitate the transition of employment to a third party, any Supplier Personnel who is providing or has provided services under a Purchase Order, without the payment of any

fee or charge. In addition, during the term of any Purchase Order under this Agreement and at any time thereafter, DIVERSANT may offer employment to and/or hire, or facilitate the transition of employment to a third party, any Supplier Personnel who is providing or has provided services under one or more Purchase Orders for a total of three (3) months, without the payment of any fee or charge to Supplier. Notwithstanding anything to the contrary contained herein, DIVERSANT or Client may offer employment to and/or hire, or facilitate the transition of employment to a third party, any Supplier Personnel providing services under a Purchase Order, without any liability to Supplier for the payment of any hiring fee in the event that (i) Supplier or its subcontractor(s) fails to perform any material obligation it has to its Supplier Personnel, whether pursuant to an employment agreement or applicable federal, state, or local laws, (ii) Supplier is in breach of this Agreement or a Purchase Order beyond the applicable cure period (if any), (iii) Supplier does not accept a rate reduction that is mandated by Client or (iv) Supplier files for bankruptcy, becomes or is declared insolvent, is the subject of any proceedings related to its liquidation, insolvency or the appointment of a receiver or similar proceedings, makes an assignment for the benefit of all or substantially all of its creditors, takes any corporate action for its winding-up, dissolution or administration, or recklessly or intentionally makes any material misstatement as to its financial condition. Supplier agrees to release any Supplier Personnel and Supplier shall cause its approved subcontractor(s) to release their Supplier Personnel from the terms of any restrictive covenant or other agreement which may inhibit or restrict the ability of such Supplier Personnel from accepting an offer of employment by or providing service to DIVERSANT or Client, in accordance with this Section. This release shall include, but not be limited to, any agreement obliging such Supplier Personnel to pay sums of money, including placement fees, to Supplier; however, Supplier shall not be obligated to release its Supplier Personnel from Supplier's right to recover any advances on salary or vacation time made to such Supplier Personnel. Supplier agrees to indemnify and hold harmless DIVERSANT and Client, and their respective officers, directors, owners, contractors, and employees, and any Supplier Personnel for any and all losses, costs and other liabilities incurred, including reasonable attorneys' fees, relating to Supplier's failure to release the Supplier Personnel or failure to cause any subcontractor to release the Supplier Personnel from the terms of restrictive covenants or other agreement in accordance with this Section.

- g. Notification of Accidents. Supplier agrees to immediately notify DIVERSANT of any injury or accident occurring while Supplier Personnel are performing work for Client and any claim for workers' compensation benefits involving Supplier Personnel.
- h. Subcontracting. Supplier may not subcontract any services to be provided hereunder without the prior written approval of DIVERSANT, which approval shall be granted or withheld in DIVERSANT's sole discretion. DIVERSANT's approval of a proposed subcontractor shall not be deemed to be an approval of further subcontracting of such services to a sub-tier subcontractor. DIVERSANT must approve all tiers of subcontracting, including any independent contractors, prior to the commencement of a Supplier Personnel's services on behalf of Client. Supplier agrees to obtain the written agreement of any approved subcontractor to comply with the terms and conditions of this Agreement, including the restriction on subcontracting contained in this Section, and any Client specific documents or obligations as specified in a Purchase Order or an exhibit, amendment or addendum to this Agreement. Supplier shall be DIVERSANT's sole point of contact regarding work performed by subcontractors hereunder. Supplier shall provide

DIVERSANT with prompt written notice of all actual or potential disputes with any subcontractors providing Supplier Personnel hereunder, including, and without limitation, breaches, defaults, insolvencies, defects in subcontractor's goods or services, and work stoppages. When requested by DIVERSANT, Supplier shall provide written assurance of payment to subcontractors, and if Supplier refuses to provide such assurance, DIVERSANT shall have the right to contact subcontractors to verify that such subcontractors are being paid by Supplier for any services provided this Agreement. Failure of Supplier to strictly comply with this Section shall constitute a material breach by Supplier of this Agreement.

3. DUTIES OF DIVERSANT

- a. Communication. DIVERSANT shall facilitate initial communication between Supplier Personnel and Client.
- b. Problem Resolution. DIVERSANT shall use best efforts to resolve any Supplier questions or billing discrepancies in a timely manner.
- c. Training. If required for the assignment of Supplier Personnel at Client, DIVERSANT shall train Supplier's designated account manager with respect to Client policies and procedures that may be adopted or implemented from time to time. In this situation, DIVERSANT shall facilitate initial communication between Supplier and Client.

4. MUTUAL DUTIES

- a. Permits and Licenses. Both Parties shall maintain in effect during the term of this Agreement any and all federal, state and/or local licenses and permits which may be required in connection with performance of this Agreement.
- b. Cooperation. The Parties agree to cooperate fully and to provide assistance to each other in the investigation and resolution of any complaints, claims, actions or proceedings which may be brought by or involve any Supplier Personnel.
- c. Relationship. This Agreement shall not create a partnership or joint venture relationship between DIVERSANT and Supplier but rather, each shall operate as independent entities. Neither party shall be deemed to be the legal representative of the other or have authority to bind the other.

5. PAYMENT

- a. Invoicing. As used herein, "Billable Time" shall mean time worked by Supplier Personnel that has been approved by an authorized representative of Client. Supplier shall cause all Supplier Personnel performing work to submit their Billable Time to DIVERSANT, in such manner as determined by DIVERSANT, which may include, but is not limited to, submittal of Billable Time using Client timecards, through the electronic timecard feature of a software application provided by Client, and/or through the electronic timecard feature of the software application provided by DIVERSANT ("Software"). Supplier's use of the Software for timekeeping and/or invoicing hereunder and/or other purposes, if provided by a Client, shall be pursuant to the terms and conditions of that end-user license agreement, which DIVERSANT shall provide separately to Supplier and which

Supplier agrees to sign and return to DIVERSANT. Supplier Personnel must input their weekly Billable Time into the Software by noon on the Monday immediately following the week in which services were performed. Supplier is solely responsible for verifying that Supplier Personnel has input complete and accurate information regarding their Billable Time within the required time period. If Supplier Personnel is required to submit Billable Time via multiple timekeeping methods, Supplier shall ensure that such Billable Time is reported identically through the multiple timekeeping methods. If required by DIVERSANT, Supplier shall be solely responsible for collecting printed copies of all electronic timesheets reflecting the Billable Time entered by Supplier Personnel into the Software. If required by DIVERSANT, Supplier shall also cause Supplier Personnel to provide DIVERSANT with a printed copy of Billable Time every Monday. Supplier must report any incomplete or inaccurate information regarding Supplier Personnel's Billable Time to DIVERSANT immediately. Supplier must submit a bi-weekly invoice notating Supplier Personnel's Billable time for the previous time period. Supplier acknowledges and agrees that under no circumstances shall DIVERSANT have any obligation to invoice Client or pay Supplier for Billable Time submitted to DIVERSANT after the lesser of (i) forty five (45) days after the performance of the Client-approved services or (ii) the Billable Time submittal requirements included in an agreement between DIVERSANT and Client. If required by DIVERSANT, Supplier shall provide documentation showing Supplier Personnel has been paid for all time worked for a Client and its respective pay rates.

- b. Payment. DIVERSANT shall pay Supplier's undisputed invoices for Billable Time of Supplier Personnel within forty five (45) days of DIVERSANT's receipt of an invoice from the Supplier. DIVERSANT shall apply against Supplier's invoices those discounts, rebates and similar charges that Client applies to DIVERSANT's invoices for the services of Supplier and Supplier agrees to accept such adjusted payment as payment in full for such invoices.
- c. Expenses. Supplier shall submit invoices to DIVERSANT for reasonable and necessary costs and expenses incurred in connection with providing the services hereunder to the extent that such costs and expenses are included in a Purchase Order and approved in writing by Client. Such invoices shall be submitted with a completed and approved Supplier Personnel expense report and must include all requested supporting documentation. Supplier acknowledges and agrees that under no circumstances shall DIVERSANT have any obligation to invoice Client or pay Supplier for expenses submitted to DIVERSANT after the lesser of (i) forty five (45) days after the expense was incurred or (ii) the expense submittal requirements included in an agreement between DIVERSANT and Client. DIVERSANT shall pay Supplier's undisputed invoice for Client-approved expenses within ten (10) business days of DIVERSANT's receipt of payment from the Client for such expenses, subject to the Client's billing frequency.
- d. Condition of Payment. Supplier acknowledges and agrees that DIVERSANT is only obligated to pay Supplier for services provided and the reimbursable expenses incurred in connection with such services hereunder, if and only to the extent DIVERSANT receives payment for such from Client or Client's payment agent and timely invoiced in accordance with this Agreement. Supplier further acknowledges and agrees that if Client refuses or fails to pay DIVERSANT for Supplier's services or expenses, DIVERSANT shall have no liability for such payment, except to the extent that Client's failure or refusal

to pay such amounts is based solely upon DIVERSANT's material breach of this Agreement or DIVERSANT's agreement with Client, in which case the Parties shall work together to resolve the billing discrepancy. Upon written notice from DIVERSANT which notice may be provided via email, DIVERSANT may withhold payment to Supplier and/or Supplier shall refund to DIVERSANT any payments previously made for the billable hours or expenses in the event: (i) Client fails to pay, recovers through an off-set, or demands a refund from DIVERSANT based on Supplier's breach of any terms or conditions of this Agreement, Supplier's or Supplier Personnel's fraud or misconduct, or Client's dissatisfaction with Supplier Personnel's performance; (ii) Client is adjudged insolvent or bankrupt and DIVERSANT is ordered to repay to Client any sums paid by Client to DIVERSANT because such payment is deemed a "preferential payment" under the United States bankruptcy laws or similar state insolvency laws; and/or (iii) DIVERSANT has a bona fide and good faith reason to believe that Client shall not pay for Supplier's services.

- e. Price Maintenance. The negotiated rates set forth in the relevant Purchase Order and contained in the Software shall remain in effect throughout the duration of a Supplier Personnel's assignment for Client and shall include all of Supplier's costs incurred for providing such services except for reimbursable expenses as provided in Section 5(c) above. Notwithstanding the foregoing, Supplier agrees to negotiate with DIVERSANT in good faith to reduce the negotiated labor rate of any Supplier Personnel who is the subject of a Client-mandated rate reduction upon notification by DIVERSANT (which notification may be via email). If Client mandates a rate reduction and Supplier fails to agree to a rate reduction, DIVERSANT may avail itself of the options set forth in Section 2(f).
- f. Tax. Supplier shall pay all taxes levied or assessed against Supplier or Supplier's property, or imposed on Supplier, or required to enable Supplier to perform services under each Purchase Order. Taxes to be paid by Supplier include, but are not limited to, all sales and use taxes, licenses, fees, income taxes, franchise and personal property taxes, gross receipts taxes, gross margin taxes, indirect taxes (including VAT, GST & other non-U.S. indirect taxes) and all taxes or contributions imposed with respect to or measured by the wages, salaries or other compensations paid by or to Supplier including withholding taxes assessed by non-U.S. jurisdictions. Unless otherwise provided by a Purchase Order, all taxes, except for applicable state and/or local sales and/or use taxes, shall be included in the price of Supplier's services. Unless a Purchase Order states that Supplier's bill rate is inclusive of state and/or local sales and/or use taxes, any applicable state and/or local sales and/or use taxes due on services performed under each Purchase Order are the duty of Supplier to collect and shall be separately invoiced by Supplier as such pursuant to DIVERSANT's direction. DIVERSANT shall not be responsible for any penalties related to the tax obligations of Supplier. Supplier shall be responsible for remitting applicable taxes. If DIVERSANT should pay any tax to Supplier and if it is later held that that tax was not due, Supplier shall refund the amount paid to DIVERSANT, together with all related interest paid by the applicable taxing authority. However, Supplier shall not collect or include any sales and/or use taxes on services for which DIVERSANT or Client furnishes a properly completed exemption certificate, resale certificate, or a direct pay permit for the state in which the service is being done.
- g. Offset. DIVERSANT may set off against any and all amounts otherwise to be paid to Supplier hereunder or under a Purchase Order against any and all amounts claimed in

good faith to be owed by Supplier to DIVERSANT. Within thirty (30) days of any such set off by DIVERSANT, DIVERSANT shall provide to Supplier a detailed written accounting of such set off and a written statement of the reasons therefore.

- h. Supplier Conduct. The full and faithful performance of this Agreement, including payment of any amounts owed by Supplier to any persons furnishing work, labor, services, material or equipment, is a condition precedent to Supplier's ability to receive payments hereunder. Supplier warrants that any payment received pursuant to this Agreement shall be utilized to fulfill these aforementioned obligations and must not be diverted by Supplier for other purposes until such obligations have been discharged. In no event shall Supplier permit Supplier Personnel or Supplier's subcontractors to conduct discussions with Client regarding Supplier's payment of wages. Supplier warrants that it shall conduct its business so as not to disrupt or distract from Client's operations. In the event that Supplier breaches the warranties herein, DIVERSANT reserves the right to withhold further payments to Supplier pending Supplier's submission to DIVERSANT of adequate assurances that Supplier has fulfilled such obligations and, if Supplier fails to promptly submit such assurances, DIVERSANT may terminate the Agreement in accordance with Section 6, avail itself of the options set forth in Section 2(e) and/or may make payments directly to Supplier's subcontractors. DIVERSANT also has the right to seek equitable and injunctive relief, as well as to seek appropriate monetary damages, including but not limited to attorney's fees and other costs, from Supplier and/or Supplier Personnel in the event of a breach of this Section.
- i. Payment for Overtime. Supplier shall not permit Supplier Personnel to work overtime hours, except upon written approval from DIVERSANT and Client. To the extent Supplier Personnel may be classified as exempt pursuant to applicable law or if Supplier Personnel work overtime without written approval from DIVERSANT and Client, Supplier shall under no circumstances bill DIVERSANT for any overtime hours. DIVERSANT shall have no obligation to pay rates in excess of the amounts set forth in a Purchase Order, unless a higher rate has been approved in writing by DIVERSANT. Notwithstanding the foregoing, Supplier shall comply at all times with applicable law concerning payment of wages and overtime and shall be responsible for payment of required overtime to its Supplier Personnel, regardless of whether such overtime is authorized or reimbursable under this Agreement.

6. TERM AND TERMINATION

- a. Term. This Agreement shall become effective as of the Effective Date, as defined above, and shall remain in effect until the completion of the services specified in each Purchase Order, unless otherwise terminated sooner pursuant to this Section 6.
- b. Termination for Convenience. DIVERSANT may terminate this Agreement for any reason upon thirty (30) days written notice to Supplier. Supplier may terminate this Agreement for any reason upon ninety (90) days written notice to DIVERSANT.
- c. Termination for Cause.

- (i) Either party may terminate this Agreement or Purchase Order immediately upon written notice to the other party in the event the other party declares or becomes bankrupt or insolvent, dissolves or discontinues operations.
 - (ii) Either party may terminate this Agreement or Purchase Order upon written notice to the other party in the event the other party (the “**Defaulting Party**”) breaches the material terms of this Agreement and such breach is incapable of cure, or with respect to a material breach capable of cure, the Defaulting Party does not cure such breach within thirty (30) days after receipt of written notice of such breach.
- d. DIVERSANT may terminate this Agreement or Purchase Order upon written notice to Supplier in the event Supplier fails to pay its employees or subcontractors in accordance with applicable federal, state and local law and fails to provide such payments to its employees or subcontractors within five (5) days after receipt of notice of such breach. Effect of Termination. Upon termination of this Agreement, DIVERSANT shall have no further obligations, except for payment for services completed by Supplier at the time of termination. Upon termination of this Agreement, Supplier shall promptly return to DIVERSANT all property of DIVERSANT and Client, including, but not limited to, hardware, software, pagers, cell phones, office supplies, Confidential Information and Inventions, as defined herein, and any and all records (in any form, format or medium). Should Supplier not return any of the aforementioned material within five (5) days of termination, in addition to any other remedies available at law or in equity, DIVERSANT may offset any amounts owed to Supplier by the reasonable value of any such material as determined solely by DIVERSANT. Purchase Orders shall continue in full force and effect until the expiration of the Purchase Order term, unless terminated earlier in accordance with this Section.
- e. DIVERSANT’s Options Upon Termination. Notwithstanding any other provision of this Agreement, if DIVERSANT terminates this Agreement or any Purchase Order, but desires to have Supplier Personnel continue to work on behalf of the Client, DIVERSANT may at its option continue to pay Supplier in accordance with the payment procedures in Section 5 for such Supplier Personnel’s services at Supplier’s billing rate in effect at the time of the termination for any services performed by such Supplier Personnel. Furthermore, nothing herein shall preclude DIVERSANT from offering employment to any of Supplier’s Personnel after the termination of this Agreement.
- f. Cancellation of Purchase Order. Notwithstanding any other provision to the contrary, DIVERSANT may terminate any Purchase Order, assignment or job order for any reason upon written notice to Supplier. DIVERSANT may provide any form of written notice for the purpose of terminating a Purchase Order, assignment or job order, including but not limited to notice via e-mail.

7. INDEMNIFICATION AND LIMITATION OF LIABILITY

- a. To the extent permitted by law, Supplier agrees to defend, indemnify and hold DIVERSANT and Client and their respective parents, subsidiaries, directors, officers, agents, representatives and employees harmless of and from any and all claims, demands, damages (including liquidated, punitive, and compensatory), actions in state or federal courts or before administrative agencies, losses and liabilities, costs and expenses

(including but not limited to attorney's fees and other costs), and monetary fines or penalties assessed by any administrative agency arising out of or resulting from:

- (i) Negligent, grossly negligent, reckless or willful acts or omissions of Supplier or Supplier's officers, employees or authorized agents, including Supplier Personnel;
 - (ii) Supplier's breach of any representation, warranty, or obligation under this Agreement;
 - (iii) Supplier's failure to comply with any and all applicable federal, state, and local laws including, but not limited to, the provisions of all anti-discrimination acts or statutes, the Americans with Disabilities Act, the Immigration Reform and Control Act, and the Fair Labor Standards Act;
 - (iv) Bodily injury, death of any person, or damage to real or tangible, personal property resulting from acts or omissions of Supplier or officers, employees or authorized agents, including Supplier Personnel;
 - (v) Any joint employer and/or benefit related claims asserted by Supplier or Supplier Personnel;
 - (vi) Any claim asserting violation of any employment law;
 - (vii) Supplier's use or misuse of any third party Vendor Management System ("VMS"), including, but not limited to, any VMS software or technology provided by a third party; and/or
 - (viii) Any other claims arising out of or related to services provided by Supplier under this Agreement for which DIVERSANT may otherwise be contractually obligated to defend Client.
- b. The foregoing obligations shall apply regardless of any alleged concurrent or contributory negligence, whether active or passive, or strict liability of DIVERSANT or Client, except where the claims, losses or liabilities are determined by a court of competent jurisdiction to have been solely caused by the negligence or willful misconduct of DIVERSANT or Client.
- c. Upon Supplier's receipt of notice from DIVERSANT of a claim, loss or liability that DIVERSANT asserts to be covered under this Section, Supplier shall immediately commence a defense of DIVERSANT from any such claim, loss or liability by counsel of DIVERSANT's choice at Supplier's sole cost and expense. If Supplier disputes its obligation to indemnify, defend or hold harmless DIVERSANT, it shall nevertheless be required to defend such claim, loss or liability as set forth above, provided that if a court of competent jurisdiction determines that Supplier is not so obligated to DIVERSANT, then DIVERSANT shall be responsible to reimburse Supplier for all reasonable out of pocket costs incurred in defending DIVERSANT. Supplier shall not, under any circumstances, assert against DIVERSANT or Client any claim, counterclaim, cross-claim, third party claim, impleader or other cause of action, including but not limited to any claims for

contribution, subrogation or express or implied indemnity, in any matter in which Supplier is defending DIVERSANT or Client pursuant to this paragraph.

- d. DIVERSANT SHALL NOT BE LIABLE FOR OR REQUIRED TO INDEMNIFY SUPPLIER FOR ANY INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES, INCLUDING LOST PROFITS OR DIMINUTION IN VALUE, REGARDLESS OF HOW CHARACTERIZED, WHICH ARISE UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY PERFORMANCE OR FAILURE TO PERFORM HEREUNDER, INCLUDING FOR INDEMNIFICATION, AND REGARDLESS OF THE FORM OF ACTION (WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE). NOTWITHSTANDING ANY OTHER PROVISION IN THIS AGREEMENT TO THE CONTRARY, DIVERSANT'S MAXIMUM AGGREGATE LIABILITY UNDER THIS AGREEMENT, FOR ANY TYPE OF COSTS, DAMAGES, ATTORNEY'S FEES, OR OTHER LIABILITY, INCLUDING THIRD PARTY CLAIMS AND INDEMNIFICATION, SHALL NOT EXCEED THE TOTAL AMOUNT PAID BY DIVERSANT TO SUPPLIER PURSUANT TO THIS AGREEMENT WITHIN THE CONSECUTIVE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE CLAIM.

8. INSURANCE

- a. Supplier has procured at its own expense, and shall maintain in effect throughout the Agreement and for two (2) years after services are performed, in at least the types and liability limits of the insurance coverage specified in Exhibit A.
- b. All liability insurance shall designate DIVERSANT and Client and their respective affiliates, officers, directors, and employees as additional insured or loss payees. All such insurance must be primary and required to respond and pay prior to any other available coverage. Such insurance shall be with reputable companies authorized to do business in the state(s) where the work is to be performed with a current A.M. Best rating of "A-" or better. Supplier's duty to procure and maintain the insurance policies pursuant to this Agreement is independent of Supplier's indemnification obligation hereunder and any failure by Supplier to procure and maintain such insurance coverage shall not relieve Supplier from its indemnification obligation hereunder.
- c. Supplier has procured, and shall maintain in effect throughout the life of this Agreement, Workers' Compensation insurance in full limits as required by state law covering Supplier employees assigned to Client hereunder. At DIVERSANT or Client's option and upon written notice, Supplier shall undertake the defense of DIVERSANT and Client against any Workers' Compensation claim brought by Supplier Personnel. Supplier shall grant a waiver of subrogation in favor of DIVERSANT and Client with respect to Supplier's Workers' Compensation insurance.
- d. Prior to the time services are commenced, Supplier shall have an ongoing obligation to provide DIVERSANT with a current Certificate of Insurance attesting to such insurance coverage. Such insurance shall provide that in the event of any material change in coverage or cancellation, at least thirty (30) days prior written notice shall be provided to DIVERSANT. Supplier shall send the insurance certificates to the following address: 331 Newman Springs Road, Ste. 350, Red Bank, NJ 07701, attention: Contracts.

9. INTELLECTUAL PROPERTY

- a. Supplier and/or Supplier Personnel assigns to Client, Supplier's and/or Supplier Personnel's entire right, title, and interest in any invention, technique, process, device, discovery, improvement, or know-how, whether patentable or not, hereafter made or conceived solely or jointly by Supplier and/or Supplier Personnel while performing services for the Client, which relate to, is suggested by, or results from matters set out in any Purchase Order and depends on either:
 - (i) Supplier's and/or Supplier Personnel's knowledge of Confidential Information (as defined in Section 10) it obtains from the Client.
 - (ii) The use of Client's equipment, supplies, facilities, information, or materials.
- b. Supplier and/or Supplier Personnel shall disclose any such invention, technique, process, device, discovery, improvement, or know-how promptly to DIVERSANT and the respective Client(s). Supplier and/or Supplier Personnel shall, upon request of DIVERSANT and the respective Client(s), promptly execute a specific assignment of title to the Client, and do anything else reasonably necessary to enable the Client to secure for itself, patent, trade secret, or any other proprietary rights in the United States or other countries. It shall be conclusively presumed that any patent applications relating to a Purchase Order, related to trade secrets of the Client, or which relate to tasks assigned to Supplier and/or Supplier Personnel by DIVERSANT and the respective Client(s), which Supplier and/or Supplier Personnel may file within one year after termination of this Agreement, shall belong to the Client, and Supplier and/or Supplier Personnel hereby assigns same to the Client, as having been conceived or reduced to practice during the term of this Agreement.
- c. All writings or works of authorship, including, without limitation, program codes or documentation, produced or authored by Supplier and/or Supplier Personnel in the course of performing services for the Client, together with any associated copyrights, are works made for hire and the exclusive property of the Client. To the extent that any writings or works of authorship may not, by operation of law, be works made for hire, this Agreement shall constitute an irrevocable assignment by Supplier and/or Supplier Personnel to the Client of the ownership of and all rights of copyright in, such items, and the Client shall have the right to obtain and hold in its own name, rights of copyright, copyright registrations, and similar protections which may be available in the works. Supplier and/or Supplier Personnel shall give the Client or its designees all assistance reasonably required to perfect such rights.
- d. If for any reason, including incapacity, the Client is unable to secure Supplier and/or Supplier Personnel's signature on any document needed to apply for, perfect, or otherwise acquire title to the intellectual property rights granted to it under this Section 9, or to enforce such rights, Supplier and/or Supplier Personnel hereby designates the Client as Supplier and/or Supplier Personnel's attorney-in-fact and agent, solely and exclusively to act for and on Supplier and/or Supplier Personnel's behalf to execute and file such

documents with the same legal force and effect as if executed by Supplier and/or Supplier Personnel and for no other purpose.

- e. Supplier and/or Supplier Personnel owns the discoveries, improvements, inventions, or intellectual property identified by title and number or date on Exhibit C, attached. Such discoveries, improvements, inventions, and intellectual property, made or conceived by Supplier and/or Supplier Personnel before the effective date of this Agreement, are expressly reserved and excluded from the provisions of this Agreement. IF THERE ARE NO SUCH DISCOVERIES, IMPROVEMENTS OR INVENTIONS TO BE EXCLUDED, SUPPLIER SHOULD INITIAL HERE _____.

10. **CONFIDENTIAL INFORMATION**

- a. Supplier shall hold in confidence all business and technical information made available to Supplier or Supplier Personnel, directly or indirectly, by a Client or developed or acquired by Supplier or Supplier Personnel in performance of services under each Purchase Order (collectively "**Confidential Information**"), except:
 - (i) Information which is in or becomes, without fault of Supplier, part of the public domain;
 - (ii) Information which Supplier can show was received by Supplier from an independent third party that is under no obligation to the respective Client regarding the information;
 - (iii) Information which Supplier can show was already in Supplier's or Supplier Personnel's possession at the time the information was made available to Supplier or Supplier Personnel, directly or indirectly, from the respective Client; and
 - (iv) Information required to be disclosed by law or valid legal or regulatory process, following notice by Supplier to DIVERSANT and the respective Client of the requirement to disclose and reasonable cooperation with any attempt by such Client to maintain the confidentiality of such Confidential Information.
- b. Supplier shall not, without the prior written approval of the respective Client, use the Confidential Information which Supplier and Supplier Personnel are required to keep confidential hereunder for any purpose other than the performance of services under the applicable Purchase Order. Supplier agrees to obtain the written agreement of all Supplier Personnel to abide by the obligations of confidentiality imposed upon Supplier under this Section 10.
- c. Neither DIVERSANT nor any Client shall have any obligation of confidence with respect to any information disclosed to DIVERSANT or Client by Supplier, and DIVERSANT and Client shall be free to use or disclose any or all of the information contained in any drawing, record or other document to third parties without any obligation to Supplier; except to the extent Supplier information is specifically covered by a separate, written confidentiality agreement. In the absence of any confidentiality agreement, Supplier shall not place any restrictive notices on any information, no matter the form of its recording, which Supplier

provides to DIVERSANT or any Client hereunder. Should Supplier or Supplier Personnel place any notices on any drawing, record or other document, DIVERSANT and the respective Client are hereby authorized to nullify, obliterate, remove, or disregard those provisions.

- d. Supplier Personnel 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 of any Client or the clients of any Client. All Client data or materials in the possession of Supplier or its Supplier Personnel at either the termination of or completion of services under this Agreement or individual Purchase Orders must be immediately returned to Client.
- e. Supplier agrees that the terms and conditions of this Agreement and of each Purchase Order issued hereunder, including, but not limited to, rates and other financial terms, also constitute the Confidential Information of DIVERSANT and Supplier agrees not to disclose same to any party other than its own employees, attorneys, and/or accountants, having a need to know for the purposes of performing services hereunder, for the management of Supplier's business and/or in connection with any claim arising in connection with this Agreement.
- f. The Parties agree that the disclosure or use of Confidential Information in breach of this Section 10 may give rise to irreparable harm to the injured party and acknowledge that remedies other than injunctive relief may not be adequate. Accordingly, DIVERSANT and Client have 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.

11. MISCELLANEOUS

- a. Survival. Except as expressly set forth herein, the rights and obligations of the Parties set forth in this Section 11 and Section 7, Section 8, Section 9, Section 10, and any right or obligation of the Parties in this Agreement which, by its nature, should survive termination or expiration of this Agreement, shall remain in full force and effect and survive such termination or non-renewal.
- b. Severability. If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon a determination that any term or provision of the Agreement is invalid, illegal, or unenforceable, the Parties shall negotiate in good faith to modify this Agreement to effect the original intent of the Parties as closely as possible in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.
- c. Entire Agreement and Amendment. This Agreement, including and together with any related exhibits, purchase orders, schedules, attachments, and appendices, constitutes the sole and entire agreements between Supplier and, and supersedes all prior and contemporaneous agreements and understandings relating to the professional/technical

services that is the subject matter herein. Notwithstanding the foregoing, any purchase orders for services issued under an agreement between Supplier and DIVERSANT that are in effect as of the date of this Agreement shall automatically become Purchase Orders hereunder subject to the terms and conditions of this Agreement. Pre-existing supplier agreements or addenda or amendments that are by their terms limited to a specific identified DIVERSANT client only, shall remain in full force and effect in accordance with their respective terms and conditions, and are not superseded by this Agreement. To the extent that there is a conflict between the terms and conditions of this Agreement and the terms and conditions of a pre-existing Purchase Order, the terms and conditions of this Agreement shall prevail. To the extent that there is a conflict between the terms and conditions of this Agreement and the terms and conditions of a Purchase Order issued hereunder, the terms and conditions of the Purchase Order shall prevail if so stated in such Purchase Order. Any services performed by Supplier in anticipation of the signing by both Parties of this Agreement, a Purchase Order, or a written modification to this Agreement or a Purchase Order shall be done at Supplier's sole risk.

- d. Headings. The headings of the Sections of this Agreement are inserted solely for the convenience of reference. The headings shall in no way define, limit, extend or aid in the construction of the scope, extent or intent of this Agreement.
- e. Waiver. The failure of DIVERSANT to enforce the provisions of this Agreement shall not be construed as a waiver of any provision or the right thereafter to enforce any provision of this Agreement. No provision of this Agreement may be amended or waived unless such amendment or waiver is agreed to in writing signed by both Parties.
- f. Transferability. Supplier shall not assign, transfer, delegate, or subcontract any of its rights or obligations under this Agreement, in whole or in part, without the prior written consent of DIVERSANT, which consent shall not be unreasonably withheld or delayed. Any purported assignment or delegation in violation of this Section 11(f) shall be null and void. The consent by DIVERSANT of the assignment or transfer of this Agreement shall not operate as consent to any subsequent assignment or transfer. No assignment or delegation shall relieve Supplier of any of its obligations hereunder. DIVERSANT may at any time assign or transfer any or all of its rights or obligations under this Agreement without Supplier's prior written consent. This Agreement shall be binding upon the Parties hereto, their successors, heirs and assigns, as permitted.
- g. Ambiguities. The rule of construction that ambiguities in an agreement are to be construed against the drafter shall not be invoked or applied in any dispute regarding the meaning or interpretation of any provision of this Agreement.
- h. Counterparts. The Parties may execute this Agreement in any number of duplicate originals, each of which constitutes an original, and all of which, collectively, constitute only one agreement. The signature of all the Parties need not appear on the same counterpart, and delivery of an executed counterpart signature page is as effective as executing and delivering this Agreement in the presence of the other parties to this Agreement. Any party delivering an executed counterpart of this Agreement by facsimile shall also deliver a manually executed counterpart of this Agreement, but the failure to do so does not affect the validity, enforceability or binding effect of this Agreement.

- i. Independent Contractor. Nothing contained in this Agreement shall be construed to create the relationship of principal and agent, joint venture, partnership or employer and employee, between Supplier and DIVERSANT, Supplier and Client, Supplier Personnel and Diversant, or Supplier Personnel and Client. The relationship between the Parties is and shall at all times be that of independent contractors. Supplier has no authority to commit, act for or on behalf of DIVERSANT and /or Client, or to bind DIVERSANT and/or Client to any obligation or liability. Supplier and/or Supplier Personnel shall not be eligible for and shall not receive any employee benefits from Diversant and/or Client(s) and shall be solely responsible for the payment of all taxes, FICA, federal and state unemployment insurance contributions, state disability premiums, and all similar taxes and fees relating to the fees earned by Supplier hereunder.
- j. Notices. Except as expressly provided herein, any notice, request, consent, claim, demand, waiver, or other communication shall be deemed to be properly given only when sent via the United States Postal Service or a nationally recognized courier, in the case of Supplier, sent to the address included in the preamble of the Agreement and, in the case of DIVERSANT, sent to the attention of Contracts, 331 Newman Springs Road, Ste. 350, Red Bank, NJ 07701. Except as otherwise provided in this Agreement, a notice is effective only (a) on receipt by the receiving Party; and (b) if the Party giving the notice has complied with the requirements of this Section 11.
- k. Force Majeure. Neither party shall be responsible for failure or delay in performance hereunder if the failure or delay is due to labor disputes, strikes (including but not limited to strikes of Client and/or DIVERSANT), fire, riot, war, terrorism, pandemic, acts of God or any other causes beyond the control of the non-performing party.
- l. Choice of Law and Venue. This Agreement and all related documents (including all exhibits and purchase orders), and all matters arising out of or relating to this Agreement, whether sounding in contract, tort or statute, shall be governed in all respects, including validity, construction, interpretation, and effect, by the laws of the State of New Jersey, without regard to its conflicts of law principles. Notwithstanding anything to the contrary, if DIVERSANT is bound by an agreement with its Client to a contrary provision regarding governing law, then the laws of the State referenced in the Client agreement shall govern the validity and construction of this Agreement and any dispute arising out of or relating to this Agreement, without regard to conflict of law principles.

Each Party irrevocably and unconditionally agrees that it will not commence any action, litigation, or proceeding of any kind whatsoever against the other Party in any way arising from or relating to this Agreement, including all exhibits, purchase orders, schedules, attachments, and appendices attached to this Agreement, and all contemplated transactions, including contract, tort, equity, fraud, and statutory claims, in any forum other than the United States District Court for the District of New Jersey, or if such court does not have subject-matter jurisdiction, the courts of the State of New Jersey. Notwithstanding anything to the contrary, if DIVERSANT is bound by an agreement with its Client to a contrary provision regarding venue, then the venue state referenced in the Client agreement shall govern.

- m. Advertising and Publicity. Supplier shall not use the name, trademark, trade dress, service mark, trade name, proprietary product names, symbol or any abbreviation or contraction

thereof owned by or referring to DIVERSANT or Client for the purpose of advertising, sales promotion, or other similar purposes and shall not publicly announce or disclose the terms and conditions of this Agreement without the prior written approval of DIVERSANT.

- n. Compliance with Law. Supplier shall comply with all applicable national, state and local laws, regulations, and ordinances. Supplier has and shall maintain in effect all the licenses, permissions, authorizations, consents, and permits that it needs to carry out its obligations under this Agreement.
- o. Right to Audit. Supplier shall keep adequate original records at Supplier's principal place of business for a period of five (5) years following the completion of services provided hereunder to allow DIVERSANT to adequately substantiate (i) the applicability and accuracy of all charges, including wage and markup rates of Supplier Personnel, (ii) Supplier's payments to Supplier Personnel and Supplier subcontractors in accordance with applicable law and the terms of this Agreement, (iii) Supplier and Supplier Personnel's full compliance with all terms and conditions of this Agreement, and (iv) the financial solvency of Supplier. Supplier shall provide such records to DIVERSANT within five (5) business days of DIVERSANT's request. In addition, DIVERSANT and its employees and agents have the right to inspect such records and shall be given access to records at any reasonable time upon request. All accounting records shall be maintained in accordance with generally accepted accounting principles.
- p. Third Party Beneficiary. Supplier acknowledges and agrees that each Client is a third party beneficiary of this Agreement as such relates to the services performed for it by Supplier and may enforce its rights either directly or indirectly through DIVERSANT. Notwithstanding the foregoing, Supplier further agrees that no Client shall have assumed any obligations or liabilities hereunder.

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

DIVERSANT, LLC	For Supplier:
By (signature):	By (signature):
Print Name:	Print Name:
Title:	Title:
Date:	Date:

EXHIBIT A

SUPPLIER QUALIFICATION REQUIREMENTS

PART I - GENERAL INFORMATION

(PLEASE TYPE)

1. Please state the legal name of your company:
2. Please provide the operating name under which your company does business:
3. Please provide the street address of your company headquarters:
4. Is your company a division or subsidiary of another company? If so, indicate the name and address of the parent company:
5. Please specify what type of organization your company is: ☐ Corporation, ☐ LLC, or ☐ Partnership
6. How many W-2 employees are currently employed by your company?
7. How many non-employees are issued a Form 1099?
8. What is the Federal Employer Identification Number for your company (specify and attach W-9)?
9. Please submit a copy of the Articles of Incorporation (or Organization).
10. Please list a primary business contact for your company:
Name and Title:
Phone Number:
Email Address:
Fax Number:
11. Please provide the contact information for your Accounting/Billing center:
Name and Title:
Address:
Phone Number:
Email Address:
Fax Number:

EXHIBIT A

SUPPLIER QUALIFICATION REQUIREMENTS (continued)

PART II - INSURANCE REQUIREMENTS

(1) Required insurance coverages:

(a) Commercial General Liability:

Coverage	Minimum Amounts and Limits
Each Occurrence	\$2,000,000
Personal & Advertising Injury	\$2,000,000
General Aggregate	\$4,000,000
Products/Completed Operations Aggregate	\$4,000,000

(b) Business Automobile Liability:

Coverage	Minimum Amounts and Limits
Bodily Injury/Property Damage	\$2,000,000 per occurrence
Combined Single Limit	

This policy shall include all Owned, Hired and Non-Owned Autos.

(c) Worker's Compensation:

Coverage	Minimum Amounts and Limits
Worker's Compensation	Statutory Limits or \$1,000,000 Each Accident in any state where there is no Statutory Requirement
Employer's Liability	\$1,000,000 Each Accident
	\$1,000,000 Disease/Each Employee
	\$1,000,000 Disease/Policy Limit

The Worker's Compensation coverage must include an Alternate Employer Endorsement.

(d) Umbrella Excess Liability:

Coverage	Minimum Amounts and Limits
Bodily Injury/Property Damage	\$1,000,000 per occurrence
Property Damage (Occurrence Basis)	\$1,000,000 aggregate

(e) Comprehensive Crime/Employee Dishonesty Insurance:

Coverage	Minimum Amounts and Limits
Each Claim	\$1,000,000

This policy must include Third Party coverage.

(f) Professional Liability/Errors and Omissions:

Coverage	Minimum Amounts and Limits
Each Claim	\$1,000,000
General Aggregate	\$2,000,000

(g) Cyber Liability

Coverage	Minimum Amounts and Limits
Each Occurrence	\$1,000,000
General Aggregate	\$2,000,000

(2) Additional requirements:

(a) Policies described in 1(a)-(d) above shall specifically include a Waiver of Subrogation in favor of DIVERSANT and Client and their respective affiliates and all of their respective directors, officers and employees.

(b) Policies described in 1(a), (b) and (d) above shall name DIVERSANT and Client and their respective affiliates and all of their respective directors, officers and employees as Additional Insured's (Form 2010). Policy described in 1(c) above shall include an Alternate Employer Endorsement.

(c) All policies described above shall provide for at least thirty (30) days prior written notice to DIVERSANT and Client of any cancellation, non-renewal or material change of coverage.

(d) All policies described above shall be Primary and Non-Contributory.

(e) Supplier shall be solely and fully responsible for any deductibles or self-insured retentions and shall declare any deductibles or self-insured retentions that are in excess of \$250,000.



331 Newman Springs Road
 Building 3, 2nd Floor, Suite #35C
 Red Bank, NJ 07701
 Phone: 732. 222. 1250
 www.diversant.com

EXHIBIT B

PURCHASE ORDER

THIS PURCHASE ORDER (“PO”) is issued in accordance with the Subcontractor Services Agreement dated _____, between Diversant, LLC. (“Diversant”) and _____ (“Supplier”). This PO authorizes the following Supplier Personnel to provide services to the specified Client under this Agreement.

Supplier Personnel Name:		PO Term – Start Date: until (a) terminated or (b)		Anticipated End Date:	
Labor Class (H1, Green Card, etc):			Total Number of Hours Authorized:		
Consultant Rate: \$	Pay	Mark Up %:	Mark Up Amount: \$	Bill Rate to Diversant:	
O/T Allowed: Yes <input type="checkbox"/> No <input type="checkbox"/>	O/T Rate/Hour: \$		8-hour Work Day <input type="checkbox"/> Other Work Day <input type="checkbox"/> Specify:		
Client Approved Timesheet Required: Yes <input type="checkbox"/> No <input type="checkbox"/>			Other Expenses Allowed: Yes <input type="checkbox"/> No <input type="checkbox"/> If yes above, is pre-approval required: Yes <input type="checkbox"/> No <input type="checkbox"/>		
Status of Supplier Personnel (Check only one): (a) W2 Employee of Supplier: Yes <input type="checkbox"/> No <input type="checkbox"/> (b) An independent contractor of Supplier: Yes <input type="checkbox"/> No <input type="checkbox"/> (c) A W2 employee of a sub-contractor hired by Supplier: Yes <input type="checkbox"/> No <input type="checkbox"/> (d) Supplier Personnel is an independent contractor of a subcontractor hired by Supplier: Yes <input type="checkbox"/> No <input type="checkbox"/>					
Specify name of Supplier’s subcontractor if (c) or (d) are checked above. _____					
NOTICE: Prior written approval is always required from Diversant’s contract services department for Supplier to use non-W2 employees and further subcontract its obligations under the agreement. If Supplier fails to verify the status of the supplier personnel listed herein, or fails to obtain permission to further subcontract its obligations hereunder, supplier shall be in breach of its agreement with Diversant. Diversant reserves the right in the event of such breach to contract directly with supplier’s subcontractor and supplier agrees to release its subcontractor from the terms of any restrictive covenant or other agreement which may inhibit or restrict the ability of such subcontractor from contracting directly with Diversant.					
Description of Services:					



331 Newman Springs Road
 Building 3, 2nd Floor, Suite #35C
 Red Bank, NJ 07701
 Phone: 732. 222. 1250
www.diversant.com

Diversant Client:	Diversant Client PO#:

Incorporation by Reference: This Purchase Order when signed by Diversant and Supplier shall incorporate by reference all of the terms and conditions of the Agreement (and any signed amendment that pertains to the subject matter of this Purchase Order) and shall form a part of the Agreement. Further, the terms of this Purchase Order shall supplement and modify the terms of the Agreement to the extent set forth herein. The undersigned have read, understand, and agree to the terms and conditions herein, including any attachments hereto.

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

DIVERSANT, LLC	For Supplier:
By (signature):	By (signature):
Print Name:	Print Name:
Title:	Title:
Date:	Date: