

RaederLandree, Inc.

SOFTWARE CONSULTING AGREEMENT

This Agreement (hereinafter referred to as "Agreement") is made this January 2, 2019, between Raeder Landree, Inc. located in [REDACTED] and [REDACTED] (here in after referred to as "RAEDER LANDREE") and Itilize Global LLC., [REDACTED] (here in after referred to as "ITILIZE GLOBAL").

WHEREAS RAEDER LANDREE has approached UTILIZE GLOBAL with an offer to buy and avail of the technical and consulting services for the benefit of RAEDER LANDREE or its clients and UTILIZE GLOBAL agrees to use its best effort to supply RAEDER LANDREE with software expertise to perform computer software programming, systems analysis, design, project management, in commercial and scientific applications and/or education and training.

This agreement will serve to define the general terms and conditions applicable to the relationship between ITILIZE GLOBAL and RAEDER LANDREE intend to bind both the parties.

1. TERM OF AGREEMENT

This Agreement shall become effective upon the execution hereof by the parties and shall continue for an initial period of two (2) years. This Agreement shall automatically renew for successive periods of one year, unless and until terminated by either.

2. PATENTS AND INVENTIONS

In the event any work product, patents, inventions or copyright material results from the performance of the services hereunder, ITILIZE GLOBAL agrees that such work product, patents, inventions and copyright material resulting there from will be RAEDER LANDREE's sole property. ITILIZE GLOBAL shall execute all such documents as shall be necessary to confirm the assignment of intellectual property rights to RAEDER LANDREE under this clause.

3. CONFIDENTIALITY

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During the confidential relationship established hereby, RAEDER LANDREE may communicate to ITILIZE GLOBAL certain confidential information to enable ITILIZE GLOBAL personnel to render the services hereunder. ITILIZE GLOBAL will (i) treat and obligate its employees to treat as "Confidential Information"; (ii) not disclose confidential information to any person, firm or corporation, other than to the extent required by law or to render the services hereunder. Confidential Information does not include: (i) information already known to ITILIZE GLOBAL or any of its employees at the date of this Agreement and was obtained without any breach of confidentiality of other parties; (ii) information which is or becomes part of the public domain through no fault of ITILIZE GLOBAL; and (iii) information which is known or able to be ascertained by a non-party of ordinary skill in computer design and programming.

4. FACILITIES/WORKING SPACE

As and when required RAEDER LANDREE may depute ITILIZE GLOBAL software consultants to various client sites within the United States for varying periods of time. In such cases, RAEDER LANDREE will provide at no cost to ITILIZE GLOBAL, safe and adequate working space and facilities, clerical, typing, and related services and supplies necessary to support ITILIZE GLOBAL employees assigned under this agreement.

Such working space, facilities and services will be at least equivalent to that which RAEDER LANDREE provides for its personnel engaged in comparable work. RAEDER LANDREE will be responsible to UTILIZE GLOBAL for UTILIZE GLOBAL's software consultant's expenses when the consultant is required to work at a designated location other than the RAEDER LANDREE's original contracted location.

5. INSURANCE COVERAGES

ITALIZE GLOBAL shall maintain all insurance coverage's required by law, as well as RAEDER LANDREE. Such coverage's shall include, but are not limited to: Workers Compensation insurance coverage at least \$1,000,000 per occurrence for each employee; Professional Liability insurance of at least \$2,000,000 per occurrence, covering errors and omissions; Comprehensive General Liability insurance of at least \$2,000,000 per occurrence, covering bodily injury and property damage claims arising out of any work project covered by this Agreement. Upon signing this Agreement, ITALIZE GLOBAL shall provide RAEDER LANDREE with a copy of these certificates evidencing such coverage's. These certificates must also include that RAEDER LANDREE is an additional insured relative to the coverage detailed above. Failure to provide the required Certificates prior to the first day of work on a project covered by this Agreement may result in the automatic cancellation of that Work Agreement.

6. ASSIGNED EMPLOYEES/SUPERVISION

Neither ITILIZE GLOBAL nor ITILIZE GLOBAL's consultants shall be deemed employees of RAEDER LANDREE. ITILIZE GLOBAL is fully responsible for the deduction of income tax, and other statutory contributions and that no liability will attach to RAEDER LANDREE for any failure on part of ITILIZE GLOBAL to do so.

7. BACKGROUND CHECKS

ITILIZE GLOBAL is required to conduct a complex background check for new consultants before their hire date with RAEDER LANDREE. The complex background check consists of the following: Criminal Background Report for the past seven years for all counties of residence and Social Security Verification. ITILIZE GLOBAL shall also screen new consultants against the "Alphabetical Listing of Specially Designated Nationals and Blocked Persons," published by Treasury's Office of Foreign Assets Control ("OFAC"), to ensure that no consultant assigned to RAEDER LANDREE is on the list. This complete information must be submitted before the hire date of any new consultant. When submitting background check results, citizenship paperwork must also be submitted in order to complete security clearance. Paperwork includes a copy of the consultants VISA/Green Card and a copy of their Social Security Card.

8. TERMINATION

If either party wishes to terminate the software consulting agreement, it shall do so by giving the other party 14 days (2 weeks) notice addressed to their last known address. RAEDER LANDREE's obligation to pay charges, which have accrued, shall survive any termination.

9. GUARANTEE

ITILIZE GLOBAL agrees to give RAEDER LANDREE 7 days to "qualify, approve and assess" the performance of the said consultant. If during this one-week period, RAEDER LANDREE is unhappy with the performance of the Consultant for any reason, ITILIZE GLOBAL will not charge RAEDER LANDREE for any work performed to that point by the Consultant.

10. WORKING DAYS AND TIMING

While working in the US, ITILIZE GLOBAL Consultants shall follow the normal working hours of RAEDER LANDREE and shall be entitled to such holidays as provided to their own staff. For any additional hours worked by ITILIZE GLOBAL consultants, RAEDER LANDREE will pay the agreed hourly rate. By the end of each workweek, the consultants shall submit a time sheet for the approval to RAEDER LANDREE. The approved time sheet will be the basis for substantiating ITILIZE GLOBAL invoices. When time sheets are pending a signed approval, ITILIZE GLOBAL will raise the invoice on the consultants time sheet and in the event that the subsequently signed time sheet differs from the unsigned time sheet, adjustments for payments made by RAEDER LANDREE will be in line with the signed and approved time sheet.

11. FORCE MAJEURE

ITILIZE GLOBAL does not undertake any responsibility if it is prevented from performing its obligation due to sickness, accident, death of its Consultants or any other cause beyond the control of ITILIZE GLOBAL .

12. ASSIGNMENT

Neither RAEDER LANDREE nor ITILIZE GLOBAL may assign any part or whole of this Agreement or any rights hereunder, without the written permission of the other party. Any such attempted assignment shall be void.

a. ARBITRATION AND MEDIATION

Notwithstanding any provision hereof to the contrary, in the event that any dispute arises out of or in connection with this agreement or breach thereof, the parties agree to first submit such dispute to mediation before a duly qualified mediator selected by agreement of the parties, and located in the State of Pennsylvania. In the event that a mediator cannot be agreed upon or such dispute is not settled by mediation, then such dispute shall be submitted to binding arbitration in the state of Pennsylvania under the commercial arbitration rules of the American Arbitration Association. The prevailing party in such arbitration shall be entitled to reimbursement of all reasonable costs and fees, including attorneys' fees, incurred in connection therewith.

13. GOVERNING LAW

RAEDER LANDREE and ITILIZE GLOBAL intend this Agreement to be a valid and subsisting legal instrument, and no provisions of this Agreement which may be deemed unenforceable shall be in any way invalidate any other provision or provisions of this Agreement, all of which shall remain in full force and effect. This Agreement shall be binding upon the parties, their successors, legal representatives and assigns, and it is mutually understood and expressly agreed that this Agreement shall be construed and interpreted according to the laws of the Commonwealth of Pennsylvania.

14. NON COMPETE and NON-SOLICITATION OF EMPLOYMENT

During the period of executing services and one (1) year after termination of services, ITILIZE GLOBAL agrees: not to directly or indirectly solicit business of or from RAEDER LANDREE's clients at or for the sites, operations or projects concerning which ITILIZE GLOBAL provided services hereunder; and also not to directly or indirectly solicit the employment or retention of any of RAEDER LANDREE's employees or of any consultant or third party providing services to or for the benefit of RAEDER LANDREE at the sites, operations or projects of RAEDER LANDREE's clients concerning which ITILIZE GLOBAL provided services hereunder.

RAEDER LANDREE shall not offer any employment or other form of services directly or indirectly either by itself or through its affiliates to any of the Consultants of ITILIZE GLOBAL deputed to RAEDER LANDREE under this agreement for the duration of this agreement and for a minimum period of 12 calendar months after the last ITILIZE GLOBAL consultant has left the site of RAEDER LANDREE.

15. ENTIRE AGREEMENT

This Agreement represents the entire Agreement and supersedes any and all previous agreements and understandings between the parties relating to the subject matter hereof, and may be changed only in writing, signed by both parties.

IN WITNESS WHEREOF, the parties have executed this Agreement As of the day and year written above.

Accepted by:

Accepted by:

Name: _____