



## **Master Services Agreement**

This Master Services Agreement ("Agreement") made on this **Start Date TBD**, between **Itlize Global LLC** with offices at **242 Old New Brunswick Road, Suite #250 Piscataway, NJ 08854** and **[REDACTED]** (**SOLUTIONS**) ("Client") with offices at **110 E. State Street, Suite D, Kennett Square, PA 19348** (hereinafter individually referred to as a "Party," and collectively the "Parties") and the Parties agree to enter into a contractual agreement.

Whereas **[REDACTED]** desires to retain **Itlize Global LLC**, pursuant to the terms and conditions set forth below.

- 1. Vendor Services.** Vendor hereby agrees that it shall provide for use by Client on an as-needed basis, directly or at the direction of an entity with whom Client has established a separate contractual relationship ("End-Client"), temporary labor staffing services to fulfill a Statement of Work ("SOW") requested by End-Client for a particular project. The SOW will provide Vendor a list of rate, target start date, end date, and name of End Client. It is the responsibility of the Vendor to provide employees or contractors (collectively, "Staff") who can fulfill the assignment pursuant to the SOW. Staff shall be required to comply with all practices, policies and procedures of the End-Client, and Vendor agrees that it shall not provide Staff that have been convicted of, or plead *nolo contendere* or no contest to, a crime involving dishonesty, breach of trust, or money laundering. The Parties acknowledge that the Agreement is a requirements contract and that Client and End-Client have no obligation to utilize Staff if no services are required. Any quantities or time estimates set forth in the SOW represent an estimate, which Vendor acknowledges as nonbinding. Vendor and Client acknowledge that the Client and End-Client may require services less than or in excess of any estimated provisions set forth in the SOW.
- 2. Non Solicitation / Non-Compete.** The Parties agree that: a) they shall not, for a period of one (1) year following any voluntary or involuntary termination or expiration of this Agreement and during the term of this Agreement, directly or indirectly hire, solicit, or encourage to leave the other Party's employment, any member or any employee, consultant, Staff or contractor of the other Party or hire any such member, employee, consultant, Staff or contractor who has left the other Party's employment or contractual engagement; and (2) Vendor shall not, for a period of five (5) years following any voluntary or involuntary termination or expiration of this Agreement and during the term of this Agreement, solicit, engage or perform any work for an End-Client for whom Vendor's Staff performed any work or services under this Agreement.

The Parties hereto acknowledge that the services to be rendered by the Client and Vendor are of a special, unique, unusual, and extraordinary character which gives them a peculiar value, the loss of which cannot be reasonably or adequately compensated by damages in any action at law, and the breach by a Party of the provisions of this Section 2 will cause the other Party irreparable injury and damage. The Parties expressly agree that the Client shall be entitled to injunctive and other equitable relief in the event of, or to prevent, a breach of any provision of this Section 2 by the Vendor. Resort to such equitable relief,

however, shall not be construed to be a waiver of any other rights or remedies that the Client may have for damages or otherwise. The various rights and remedies of the Client under this Agreement or otherwise shall be construed to be cumulative, and no one of them shall be exclusive of any other or of any right or remedy allowed by law.

3. **Representation and Warranties.** Vendor represents and warrants to Client that: (a) Vendor shall remain at all times in full compliance with all applicable federal, state and local laws, regulations, rules, ordinances, and orders of any kind which are applicable to Vendor's business and operations as well as to Vendor's performance of the services hereunder, (b) Vendor and its Staff's performance of the services called for by this Agreement does not and will not violate any applicable law, rule, or regulation; (c) Vendor will submit to Client individuals who are capable of accepting employment with Client and performing all necessary employment duties required by the SOW and are not restricted from accepting employment by virtue of a contractual relationship between the individual and any other Party or otherwise; and (d) Vendor has the full legal right to enter into this Agreement and to fully perform the services and fulfill its obligations hereunder. Further, Vendor represents and warrants that Vendor shall not use Client's name or trademark for advertising or promotional purposes without Client's express written consent.
4. **Billing and Payments.** Vendor shall submit, for all approved hours, an invoice on a monthly basis to the Client, at the bill rate specified in the associated SOW. An approved hour is defined as any hour Vendor's Staff has worked and has been approved by an authorized signatory of the Client. Any Client approved timesheet shall be considered as a proof of approved work and shall be payable to the Vendor. Client shall compensate the Vendor, based upon its invoices, upon payment received from the end client. Any expenses approved by the Client shall be payable to the Vendor in accordance with this clause only. All costs associated with drug and background check will be billed to the Vendor.
5. **Assignability.** Neither Party shall assign, transfer or subcontract this Agreement or any of its obligations hereunder without the other Party's express, prior written consent. Notwithstanding the foregoing, Client may assign this Agreement to an entity under its operation, management or control or to purchaser of all, or substantially all of its assets. However, the Vendor may provide services to the Client under this Agreement through its affiliates and business associates, provided compliance by all parties with this Agreement and provided that Vendor shall be responsible for the compliance with this Agreement for its affiliates and business associates.
6. **Modification & Waiver.** The failure of either Party to enforce at any time the provisions of this Agreement shall not be construed to be a waiver of said provisions or of the right of such Party to enforce each and every provision of this Agreement. No modification, supplement or amendment of this Agreement shall be binding unless executed in writing by Client and Vendor.
7. **Termination.** The Parties shall have the right to terminate their services under this Agreement and/or any SOW, at any time upon (15) days prior written notice. The Client retains the right to immediately terminate this Agreement for cause without prior notice in the event that Vendor: 1) engages in unprofessional or unethical behavior; 2) materially breaches any provision of this Agreement; 3) engages in conduct that the Client deems to be materially harmful to the Client and/or to any End-Client or, 4) fails to provide Client with certificates of insurance as required by Section 10 of this Agreement. Upon termination of this Agreement, Vendor's Staff shall immediately return any Client and End Client property and materials,

including, without limitation, any proprietary or confidential information and materials, directly to the designated Client's representative. Client will pursue any theft of property to the fullest extent of the law, including both criminal and civil action.

8. **Indemnification.** The Vendor hereby represents and warrants that it shall advise Staff of all obligations, qualifications and limitations required by the SOW. Nothing in this Agreement shall be deemed to constitute a partnership or joint venture between the Client and the Vendor. To the fullest extent permitted by law, Vendor agrees to indemnify, defend and hold harmless Client, its agents, employees, representatives, officers, directors, stockholders, members, managers and parent, subsidiary and affiliated companies, (the "Indemnified Parties") from and against any and all liability for loss, damage or expense for which the Indemnified Parties may be liable by reason of Vendor's oversight, the End Client's oversight, negligent acts, intentional acts, injury (including death) to any person, including End Client or End Client's employees, arising out of or in any manner connected to Vendor's breach of the covenants set forth in this Agreement or otherwise connected with the work performed for the End Client, whether performed at the End Client's location or not, or in any way connected with the use, misuse, erection, maintenance, operation or failure of any machinery or equipment whether or not such machinery or equipment was furnished, rented or loaned by the Client, even for, and if caused in whole or in part by, any act, omission, negligence, or strict liability of the Client. Vendor further agrees to defend, indemnify and hold harmless Client, its directors, officers, agents, representatives and employees, against any and all claims, losses, damages or expenses sought by a third party as a result of claims, or actions arising out of such claims, involving patent, copyright, licensing or trademark infringement or the misappropriation, disclosure or misuse of proprietary information or trade secrets of Client or End-Client. Vendor shall be required to raise all available defenses on behalf of Client and to cooperate and communicate with Client with respect to the defense of any of the claim for which this Section 8 applies.
9. **Independent Status.** Vendor and its Staff shall at all times be deemed independent sub-contractors with respect to Client and End-Client, and shall do nothing to create a principle/agent or employer/employee relationship with respect to the Client or End-Client. Neither Vendor nor its Staff shall be considered to be employees of Client or End-Client. Vendor shall have no authority to bind or obligate Client in any way whatsoever, or to accept services of process in their behalf.
10. **Taxes/Insurance.** All taxes applicable to any amounts paid to Vendor under this Agreement shall be Vendor's liability and responsibility, and the Client shall not withhold or pay any amount of Federal, State or Municipal income tax, Social Security, Unemployment or Worker's compensation. Where applicable, sales and use tax will be billed to End-Client by Client and remitted to the appropriate jurisdiction, and furnish Vendor with a resale certificate. The parties agree that for sales, use or similar tax purposes, Client is purchasing the services from Vendor for resale to End-Client, and therefore the Vendor represents and warrants that it need not and shall not charge sales, use or similar taxes to Client on services under this Agreement.

Vendor shall at its own expense procure and maintain comprehensive general liability insurance and employers' liability insurance and worker's compensation insurance for itself and its Staff, listing Client as a named additional insured. Vendor shall provide a certificate of insurance upon written request. The comprehensive general liability policy shall provide minimum limits of \$1,000,000 per occurrence; and \$2,000,000 in the aggregate; and the employers' liability policy shall provide minimum limits of \$500,000 per occurrence, with a \$500,000 disease policy limit. Professional liability and errors and omissions

insurance in an amount not less than U.S. \$5,000,000 per claim and in aggregate. Such limitations are subject to modification, in writing between the Parties, pursuant to requirements of an End-Client.

**11. Confidentiality.**

- a. Vendor acknowledges and agrees that, during the course of Vendor's contractual relationship with Client as herein provided, Vendor will learn and have access to trade secrets, confidential information, and propriety materials of Client and any entity which is affiliated with Client (collectively, "Client's Affiliates"), which secrets, information and materials may include, but are not limited to, Client's rates charged to customers and clients, methods, procedures, manufacturing procedures, computer programs, databases, customer lists and customer identities, provider lists and identities, processes and other pricing information, research, payment rates, methodologies, contractual forms, production costs, costs of material, supplier identities, and other information which is not publicly available generally and which has been developed or acquired by Client and/or Client's Affiliates with considerable effort and expense. Vendor acknowledges that all of the foregoing are confidential and proprietary to Client and/or Client's Affiliates irrespective of Client's or Client's Affiliates' failure to label any particular item as such. Vendor covenants and agrees to hold all of the foregoing trade secrets, confidential information and proprietary materials in the strictest confidence and shall not disclose, divulge or reveal the same to any person or entity during the term of Vendor's contractual relationship with Client or at any time thereafter, except (a) when Vendor is specifically and duly authorized to do so for the purposes of furthering the business of Client (b) as required by law or court proceeding (in which case Vendor shall provide Client with a reasonable prior notice of such requirement) and (c) any such information that has previously been distributed to the public without Vendor's breach of this Agreement and without Vendor's knowledge of any restriction on use or disclosure thereof (in which case Vendor shall be permitted to disclose such information only in the same format that has been distributed by Client and/or Client's Affiliates).
- b. Vendor acknowledges that any breach by Vendor of the obligations set forth in Section 11(a) hereof would substantially and materially impair and irreparably harm Client's business and goodwill; that such impairment and harm would be difficult to measure; and, therefore, total compensation in solely monetary terms would be inadequate. Consequently, Vendor agrees that, in the event of any breach or any threatened breach by Vendor of any of the provisions of Section 11 hereof, Client shall be entitled, in addition to monetary damages or other remedies, to equitable relief, including injunctive relief, and to the payment by Vendor of all costs and expenses incurred by Client in enforcing the provisions thereof against Vendor, including attorneys' fees incurred by CE Solutions if Client is the prevailing party in any suit instituted to enforce the obligations of Vendor under Section 11 hereof. The existence of any claims or cause of action by Vendor against Client, whether predicated on this Agreement or otherwise, shall not constitute a defense to the enforcement by Client of such covenants. All covenants and agreements set forth shall be binding on and shall inure to the benefit of and be enforceable by or for Client's successors and assigns.

12. **Remedies.** Vendor recognizes, acknowledges and agrees that Client may not have an adequate remedy at law to protect Client's rights and interest in the business and Confidential Information in the event of Vendor's breach of the obligations set forth in Paragraphs 2 and 11 herein, and that any such breach would substantially and materially impair and irreparably harm Client's business and goodwill; that such impairment and harm would be difficult to measure; and, therefore, total compensation in solely monetary terms would be inadequate. Accordingly, the parties agree that, in the event of Vendor's violation of any restriction contained in Paragraphs 2 and 11 in this Agreement, Client shall have the right to obtain equitable relief, including, but not limited to, injunctive relief, in any court of competent jurisdiction (without the necessity of posting bond) temporarily and/or permanently enjoining Vendor from violating the provisions of Paragraphs 2 and 11. Client shall further be entitled to a payment by Vendor of all costs and expenses incurred by Client in enforcing the provisions thereof against Vendor, including attorneys' fees incurred by Client if Client is the prevailing party in any suit instituted to enforce any of the obligations of Vendor under this Agreement. In the event Vendor should continue to violate any such covenant herein and such violation continues for thirty (30) days after Vendor is provided with written notice of such violation, such violation shall constitute a full release of Client's obligation to pay Vendor any sum that would be otherwise due and owing. The existence of any claims or cause of action by Vendor against Client, whether predicated on this Agreement or otherwise, shall not constitute a defense to the enforcement by Client of such covenants. All covenants and agreements set forth shall be binding on and shall endure to the benefit of and be enforceable by Client's successors and assigns.

13. **Notices.** All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given to a party if hand-delivered, or if mailed, postage prepaid, by certified mail, return receipt requested, to such person at the following address designated by notice herein:

Vendor: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Any change in address by the Vendor must be communicated to Client, in writing, within 15 days of change of address.

14. **Equal Opportunity Employer.** Vendor hereby confirms that it is an equal opportunity employer and employs Staff regardless of race, color, religion, sex, creed, ancestry, national origin, disability, age, marital status or other protected class established pursuant to applicable law.

15. **Governing Law and Venue.** This Agreement shall be governed by and construed under the laws of the Commonwealth of Pennsylvania without regard to its conflict – of – law rules. Vendor and Client consent

to the exclusive jurisdiction of the state courts of the Commonwealth of Pennsylvania, County of Chester, and the United States District Court for the Eastern District of Pennsylvania, in connection with any dispute based on or arising from this Agreement.

16. **Severability.** If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws by any court of competent jurisdiction, such illegality, invalidity or unenforceability shall not affect the legality, enforceability or validity of any other provisions or of the same provision as applied to any other fact or circumstance and such illegal, unenforceable or invalid provision shall be modified to the minim extent necessary to make such provision legal, valid and enforceable, as the case may be.
17. **Independent Agreements.** Each of the covenants of the Vendor contained in this Agreement shall be construed as an agreement independent of any other provision of any other agreement between Vendor and Client for the benefit of Client and the existence of any claim or cause of action of Vendor against Client shall not constitute a defense to the enforcement by Client of any of the covenants contained herein.
18. **Entire Agreement.** This Agreement constitutes the entire Agreement of the parties hereto and supersedes all prior and contemporaneous representations, proposals, discussions and communication, whether oral or in writing. This Agreement may be modified only in writing and shall be enforceable in accordance with its terms when signed by each Party hereto.

IN WITNESS WHEREOF, the parties hereto have agreed, understood and signed to execute this Agreement as of the date first above written.

**For Client:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Federal Tax ID

**For Vendor:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Federal Tax ID