SILVERSEARCH CONSULTING SERVICES, INC.

MASTER SUBCONTRACTOR AGREEMENT

This MASTER SUBCONTRACTOR AGREEMENT ("Agreement") is made and entered into as of May 31, 2019 by and between SILVERSEARCH CONSULTING SERVICES, INC., a New Jersey corporation with offices at 45 Eisenhower Drive, Suite #555, Paramus, NJ 07652 ("SilverSearch") and ITLIZE GLOBAL LLC with an address at 242 Old New Brunswick Road, Suite #250, Piscataway, NJ 08854 ("Subcontractor"). All references to Subcontractor shall include Subcontractor's agents and employees, if applicable.

1. **Scope of Services**

Subcontractor agrees to provide technical services at the request of SilverSearch to designated clients of SilverSearch ("Clients") as a subcontractor of SilverSearch. Such technical services may include, but not be limited to, contract programming, software analysis, project analysis, project management, facilities management, documentation and/or any other services described on one or more Schedules (the "Services") substantially in the form of Exhibit A attached hereto ("Schedules"). Subcontractor shall have no responsibility or liability to SilverSearch or any Client pursuant to this Agreement if it is unable to supply sufficient Assigned Employees to fulfill any request from SilverSearch.

2. **Subcontractor Duties, Representations and Warranties**

(a) Subcontractor represents and warrants that qualified personnel will perform all Services in a professional and timely manner. All individuals assigned by Subcontractor to perform the Services (the "Assigned Employees") shall be employees of Subcontractor. Subcontractor shall be solely responsible for the payment of wages to Assigned Employees, for withholding and transmitting all payroll taxes and the resolution of all unemployment and workers' compensation claims with respect to Assigned Employees. Neither Subcontractor, nor Assigned Employees shall be entitled to receive or participate in paid time off, disability or group health benefits or insurance, pensions or retirement plans or any other benefits offered or provided by SilverSearch or any Client to their direct employees.

(b) Subcontractor shall instruct all Assigned Employees that they are employees of Subcontractor, but that they must comply with rules, regulations and policies of the Client while on-site at the Client's facilities. Subcontractor shall ensure Assigned Employees comply with the terms of this Agreement, including, but not limited to, Sections 8 and 9.

(c) As requested by SilverSearch or a Client, Subcontractor shall interview, test, screen and investigate all potential Assigned Employees prior to such individual being assigned to perform Services.

(d) Subcontractor shall communicate with Clients exclusively through SilverSearch and shall not directly communicate with any Client without SilverSearch's involvement or prior written consent.

(e) Subcontractor shall produce such reports as SilverSearch may reasonably request pertaining to Assigned Employees.

(f) SilverSearch will act in good faith to describe the task requirements of Clients but because Subcontractor will be working directly with such Clients, and because Subcontractor will have the opportunity to meet with Clients prior to accepting any project, Subcontractor releases SilverSearch from any liability related to any good faith representations made by SilverSearch or Clients regarding the task requirements or the conditions under which Subcontractor will be working.

3. **Insurance**

Prior to commencing the Services, Subcontractor shall procure and maintain for itself and all of its personnel, at its own expense, comprehensive General Liability insurance coverage for all Services in the minimum amount of $1,000,000, Workers' Compensation insurance in the minimum amount of $500,000, and automobile insurance, if applicable, as required by law. Upon SilverSearch's request, Subcontractor shall

provide copies of all insurance certificates to SilverSearch and shall add SilverSearch and the Client(s) as additional insured on all such policies.

4.   **Independent Contractor**

Subcontractor shall be an independent contractor in respect to SilverSearch and Clients. Nothing contained herein shall be construed to imply the existence of a joint venture, joint employer relationship, employer-employee relationship or partnership between SilverSearch and Subcontractor or between any Client and Subcontractor. SilverSearch or the Client shall determine the work to be done and Subcontractor shall determine the means by which the work is accomplished. Subcontractor shall set its daily hours, shall provide a place of work if not on-site at a Client, and shall furnish its own tools and equipment. SilverSearch is not responsible for withholding, and shall not withhold FICA or other employment taxes of any kind from any payments due to the Subcontractor. Subcontractor may provide services to third parties so long as such services do not interfere with Subcontractor's obligations to perform the Services or otherwise breach this Agreement.

5.   **Schedules**

All Schedules to this Agreement shall be consecutively numbered for ease of identification and, when signed by both parties, shall be incorporated into and form a part of this Agreement. Each Schedule shall include a full and complete description of the Services to be performed, the documentation or other materials to be produced, the schedule for completion of each of the foregoing (with milestones, if applicable), the applicable charges and such additional information as the parties agree to. Subcontractor's actual services may be extended or curtailed from time to time. Such changes shall be reflected on a subsequent Schedule.

6.   **Payment**

All Assigned Employees shall complete approved SilverSearch time sheets, and have them authorized by the applicable Client. Subcontractor shall submit such time sheets to SilverSearch on a weekly basis. In addition, Subcontractor shall submit invoices to SilverSearch on Subcontractor's company letterhead on a bi-weekly basis, along with a copy of the corresponding signed time sheets. SilverSearch agrees to pay all non-disputed invoices within forty-five (45) days of SilverSearch's receipt of the of Subcontractor invoice with corresponding approved timesheets.

7.   **Confidentiality**

(a)   In the course of performing the Services, Subcontractor may receive information from SilverSearch and/or Clients relating to their respective know-how, supplier lists, pricing, patents, trade secrets, copyrights, clients, prospective clients, information about products and services, business plans, marketing plans and other proprietary or confidential information relating to the business, services or commercial activities of SilverSearch and/or such Clients, in any form, whether written, oral or machine-readable, including, but not limited to, information gathered or obtained by Subcontractor during its engagement with SilverSearch and any such information contained in or used in connection with any systems, resources, applications, equipment or tools used by SilverSearch and/or such Clients (collectively the "Confidential Information").

(b)   Subcontractor may be granted permission to access the Confidential Information and/or the electronic or digital databases of SilverSearch and/or Clients containing Confidential Information and/or other information of SilverSearch and/or Clients from off-site. SilverSearch and the applicable Clients may revoke or impose conditions upon this privilege at any time, with or without notice and with or without cause. Neither anything contained in this paragraph nor shall Subcontractor being given access to the Confidential Databases from off-site be deemed a waiver of any of the restrictions or provisions contained herein.

(c)   Subcontractor may be making use of, acquiring and/or adding to the Confidential Information and/or the Confidential Databases during its engagement with SilverSearch. The Confidential Information and the Confidential Databases are the property of and confidential to SilverSearch and its Clients. Subcontractor assigns and transfers to SilverSearch and/or the Client, as applicable, all rights it may have in information added to the Confidential Database by Subcontractor or under its direction without any further action on its' part and agrees that such information shall automatically become part of the Confidential Databases. The Confidential Information and the Confidential Databases represent valuable, special and unique assets of SilverSearch and the Client, access to and knowledge of which are essential to the performance of the Services.

(d)   Subcontractor shall not, during its engagement with SilverSearch or at any time thereafter, directly or indirectly disclose, in whole or in part, Confidential Information to any person or entity for any reason or purpose whatsoever, except on behalf of SilverSearch or a Client and in accordance with SilverSearch's policies, or make use of any Confidential Information for Subcontractor's own purpose or for the benefit of any person or entity other than SilverSearch or the applicable Client in accordance with their policies. Subcontractor agrees to take all precautions necessary to safeguard all Confidential Information and/or information contained in or derived from the Confidential Databases against unauthorized use or reproduction.

(e)   Subcontractor shall not remove, copy, download or transmit any information contained in the Confidential Databases during the term of its engagement with SilverSearch, except for the benefit of SilverSearch and Clients in accordance with their policies, or after the termination of its engagement with SilverSearch. Upon the earlier of SilverSearch's request and the termination of Subcontractor's engagement with SilverSearch, Subcontractor shall immediately turn over to SilverSearch all documents, papers and other material, including all copies thereof, in Subcontractor's possession or under its control, which may constitute, contain or be derived from Confidential Information or the Confidential Databases, whether in written, digital or machine-readable form, together with all documents, notes and other work product connected with or derived from the Services.

(f)   Each party agrees that this Agreement and all information contained in this Agreement shall be kept confidential and shall not be reproduced, distributed or disclosed to any other persons, other than the Client and such party's officers, directors, employees, agents, attorneys or accountants, unless disclosure is required by law.

8.   **Non-Solicitation and Non-Service.**

(a)   SilverSearch has invested significant time and resources in developing its contractual and business relationships with its Clients and Subcontractor agrees not to interfere with or damage or seek to interfere with or damage such relationships. While providing Services pursuant to this Agreement, Subcontractor shall not act in a manner inconsistent with SilverSearch's interest or benefit.

(b)   During the term of this Agreement and for a period of twelve (12) months after the termination of this Agreement, Subcontractor shall not solicit or accept perform any services for the benefit of Client other than as a subcontractor of SilverSearch, shall not solicit or enter into any verbal or written contract with Client to perform the same or similar services as Subcontractor provides pursuant to this Agreement, and shall refer all communications initiated by Client regarding such matters to Silver Search, unless expressly consented to in writing in advance by SilverSearch.

(c)   During the term of this Agreement and for a period of twelve (12) months after the termination of this Agreement, Subcontractor shall not, directly or indirectly, solicit, recruit, hire or engage any individual who is then or within the twelve (12) months prior thereto was a consultant or employee of any Client or SilverSearch.

(d)   During the term of this Agreement and for a period of twelve (12) months after the termination of this Agreement, SilverSearch shall not, directly or indirectly, solicit, recruit, hire or engage any individual who is then or within the twelve (12) months prior thereto was a consultant or employee of Subcontractor.

9.   **Remedies**

Subcontractor acknowledges that SilverSearch and/or its Clients will suffer irreparable damage in the event Subcontractor violates or threatens to violate this Agreement, and agrees that in the event of such violation or threatened violation, SilverSearch shall be entitled, in addition to its other remedies, to injunctive relief to restrain such violation(s) by Subcontractor and others acting in concert or participation with Subcontractor, without the necessity of a bond or other security, and to recover their reasonable attorneys' fees incurred in connection with any such injunction proceeding.

10.   **Indemnity**

To the greatest extent permitted by law, Subcontractor shall, at its own expense, indemnify, defend and hold harmless SilverSearch and its Clients from and against all claims, losses, liabilities, damages, costs and expenses, including, but not limited to, reasonable attorneys' fees, caused by or which arises from: (a)

the fault, misconduct, negligence, gross negligence or recklessness of Subcontractor or Assigned Employees, (b) Subcontractor's breach of this Agreement or (c) claims by any Assigned Employee for benefits under any employee benefit plan, fringe benefit plan or personnel policy maintained by SilverSearch or any Client, whether or not such plans exclude Assigned Employees from coverage. SilverSearch may participate in any such defense or negotiations to protect its interest.

11. **Term and Termination**

This Agreement is effective as of the date first written above and may be terminated by either party at any time without further obligation upon fourteen (14) days written notice to the other. **Subcontractor shall submit notice of termination of this Agreement directly to SilverSearch and will not under any circumstances discuss such resignation with any Client unless preapproved in writing by SilverSearch.** Subcontractor agrees that failure to comply with the proper resignation process will result in the forfeiture of payments of any outstanding invoices. Notwithstanding the foregoing, SilverSearch may terminate this Agreement immediately for cause or require any Assigned Employee to cease performing Services immediately upon the request of an applicable Client.

12. **Proprietary Rights**

Any and all discoveries, developments and/or inventions relating to Services performed by Assigned Employees, or relating to matters disclosed to Assigned Employees in connection with the Services to be performed, or suggested by such matters, whether or not patentable, which discoveries and/or inventions are made or conceived by Assigned Employees, solely or jointly with others, during the term of this Agreement (regardless of whether conceived or developed during working hours), shall be the property of SilverSearch or its Client as a "work made for hire" to the extent provided by the Copyright Act and such discoveries, developments and/or inventions shall be promptly disclosed to SilverSearch. Such works made for hire shall include all books, papers, records, lists, files, forms, reports, accounts, documents, manuals, handbooks, instructions, computer programs, computer software, computer disks and diskettes, printouts, backups, and computer databases developed by Assigned Employees during the term of this Agreement relating to the Services. SilverSearch or the Client, as applicable, shall have the right to file and prosecute, at its own expense, all patent applications, whether U.S. or foreign, on said discoveries, developments and/or inventions. Assigned Employees shall, during any assignment with a Client or any time thereafter, provide to SilverSearch or the Client, as applicable, all documents, information and assistance requested for the filing or prosecution of any such patent application, for the preparation, prosecution, or defense of any legal action or application pertaining to such discoveries and/or inventions and for the assignment or conveyance to SilverSearch or the Client, as applicable, of all right, title and interest in and to such discoveries and/or inventions, patent applications, and letters patent issuing thereon.

13. **Equal Employment Opportunity**

Subcontractor affirms and agrees that it is an equal employment opportunity employer and is in full compliance with any and all applicable anti-discrimination laws, rules and regulations. In the event of any complaint of unlawful discrimination, harassment or retaliation by any Assigned Employee regarding the provision of the Services, Subcontractor shall promptly inform SilverSearch. Subcontractor and SilverSearch shall cooperate in the prompt investigation and resolution of any such complaint

14. **Miscellaneous**

(a)   Prohibition on Assignment: Subcontractor shall not assign this Agreement or any of its rights hereunder or delegate any of its obligations hereunder without SilverSearch's written consent. No such assignment shall relieve Subcontractor from liability with respect to any of its obligations or liabilities hereunder. Either party may assign its rights and obligations under this Agreement to a successor entity that assumes the assigning party's obligations hereunder, pursuant to a merger or acquisition of all or substantially all of the assets of SilverSearch or Subcontractor.

(b)   Succession: This Agreement shall be binding upon and inure to the parties and their respective heirs, successors and permitted assigns.

(c)   Governing Law and Jurisdiction: This Agreement shall be construed in accordance with the laws of the State of New Jersey. Any controversy or claim arising out of or relating to this Agreement shall be resolved in the State of New Jersey, County of Bergen.

(d)   Notices: Notices pursuant to this Agreement shall be personally delivered or sent by recognized overnight courier or by certified mail return receipt requested to the addresses set forth above. Notices shall be effective when received.

(e)   Expenses: Subcontractor is not entitled to reimbursement for any travel, training or other costs or expenses unless authorized by SilverSearch or the applicable Client in advance in writing. SilverSearch will not provide any tools, equipment or other materials to Subcontractor, unless expressly agreed to by SilverSearch in writing.

(f)   Amendment: No amendment, modification or waiver of this Agreement or any of its provisions shall be binding unless made in writing and duly signed by both parties. A failure by either party to enforce any provisions of this Agreement shall in no way be construed to be a waiver of such provision.

(g)   Survival: Those provisions of this Agreement which by their terms extend beyond the termination of this Agreement, including, but not limited to, Sections 7 and 8, shall remain in full force and effect and survive such termination.

(h)   Complete Agreement: This Agreement, including its schedules, constitutes the entire agreement between the parties and supersedes all previous agreements, promises, representations, understandings and negotiations, whether written or oral.   Subcontractor acknowledges that no representations or provisions not set forth herein have been made to Subcontractor to induce Subcontractor to enter into this Agreement or any Schedules.

(i)   Severability: In the event one or more of this Agreement's provisions shall for any reason be held to be invalid, illegal or unenforceable, the remaining provisions shall remain in full force and effect.

(j)   Headings: The headings in this Agreement are for reference only and shall not limit or affect any of the terms of this agreement.
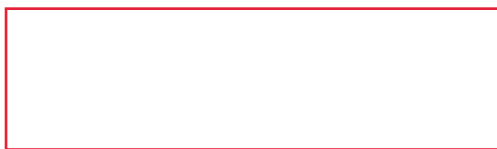
By their signatures below, the parties represent their understanding of and assent to this Agreement.

SILVERSEARCH CONSULTING SERVICES, INC.   **ITLIZE GLOBAL LLC**

By: _____   By: _____

                                                        Mitesh Chheda
                                               Print Name: _____

                                               Title: _____

Date: _____   Date: _____

SUBCONTRACTOR DISCLOSURE STATEMENT

An Officer of the Subcontractor must complete and sign this form, attesting to the validity of all the statements contained herein.

Subcontractor Name: Itlize Global LLC

State of Incorporation/Organization: New Jersey

Subcontractor's Federal Tax Identification Number: 47-4113111

Representation	Subcontractor Initial
Subcontractor has Workers' Compensation and Liability Insurance covering all Assigned Employees	
Subcontractor will withhold and properly transmit all applicable federal, state and local taxes for all Assigned Employees	
Subcontractor is simultaneously providing services to entities other than SilverSearch and its Clients.	

I, _Mitesh Chheda_ , am the _____ of the Subcontractor named above. By signing below, I hereby certify the accuracy of the statements above.

X _____

SilverSearch Consulting Services, Inc.

EXHIBIT A

FORM OF SCHEDULE

Schedule No. 01

This Schedule is issued pursuant to the Master Subcontractor Agreement dated May 31, 2019 ("Agreement") between SILVERSEARCH CONSULTING SERVICES, INC. and ITLIZE GLOBAL LLC. Any term not otherwise defined herein shall have the meaning specified in the Agreement.

SilverSearch's Client

Subcontractor Employee(s) to be Assigned

Subcontractor's Federal Tax Identification Number   47-4113111

Rate:

Start Date: On or about June 10, 2019

Description of Services: .NET (C#) Programmer

Contact Information: Mitesh Chheda – 732.781.9100 – contracts@itlize.com

Additional Terms and Conditions (if any): Subcontractor will be responsible for the payment of any and all background/drug screening expenses SilverSearch incurs should Assigned Employee not take the accepted position OR if Assigned Employee leaves the assignment within 90 days of start date.

This Schedule is subject to the terms and condition of the Agreement, however, in the event of any conflict between the Agreement and this Schedule, the terms of this Schedule shall govern.

By their signatures below, the parties represent their understanding of and agreement with this Schedule.

SILVERSEARCH CONSULTING SERVICES, INC.   **ITLIZE GLOBAL LLC**

By: _____   By: _____

                                                        Mitesh Chheda
                                        Print Name: _____

                                        Title: _____

        Date: _____   Date: _____

SilverSearch Consulting Services, Inc.

EXHIBIT B

FORM OF SCHEDULE

1. The Subcontractor certifies that the Employee assigned in Exhibit A, Schedule No. **01** is a direct Employee of Subcontractor. Subcontractor also confirms that it is directly responsible for all payments, payroll taxes and benefits to Employee and there is no other party involved.

By signing below, the party represents their understanding of and agreement with this Schedule.

ITLIZE GLOBAL LLC

By: _____

Print Name: Mitesh Chheda
_____

Title: _____

Date: _____