

## Employment Contract

March 2, 2018

### Private and confidential

Mr. Glen C. Falk  
1525 Whitlow Xing  
Bishop, GA 30621

### Independent Contractor Agreement

This Independent Contractor Agreement ("Agreement") is made and entered into by the undersigned parties: **CapVisor Associates, LLC** (known as the "Company") and **Glen C. Falk** (known as the "Contractor").

In consideration of the promises, rights and obligations set forth below, the parties hereby agree as follows:

#### 1. Term

The term of this Agreement shall begin on **March 15, 2018** and continue until ***such time when projects are completed*** unless terminated earlier as set forth in this Agreement. The term of this Agreement may be extended or modified by mutual agreement between the parties.

#### 2. Services

The Contractor will provide the following services:

Fixing and improving our R reporting capabilities, as per appendix A, herein attached.

Further enhancements yet to be determined for which the Contractor will have the ability to accept or deny as part of any deliverable

The Contractor shall take direction from **Susan Levy, Chief Administrative Officer** or as directed by Company's Principal, Carl Terzer. Additional services or amendments to the services described above may be agreed upon between the parties.

#### 3. Compensation

Subject to providing the services as outlined above, the Contractor will be paid the sum of \$45 per hr. every 2 weeks. The Company will provide a time sheet that contractor will submit bi-weekly with payment due within **3** business days of receipt of the timesheet.

Should contractor anticipate incurring costs on behalf of the Company, such costs must be substantiated by appropriate documentation and pre-approved by Company prior to the incursion of such expenses. Reimbursement of pre-approved expenses shall be made within thirty (30) days of an acceptable submission of a written request for reimbursement.

#### **4. Relationship**

The Contractor will provide the Contractor's services to the Company as an independent contractor and not as an employee.

Accordingly:

- The Contractor agrees that the Company shall have no liability or responsibility for the withholding, collection or payment of any taxes, or employment insurance premiums. The Contractor also agrees to indemnify the Company from any and all claims in respect to the Company's failure to withhold and/or remit any taxes or employment insurance premiums.
- The Contractor agrees that as an independent contractor, the Contractor will not be qualified to participate in or to receive any employee benefits that the Company may extend to its employees.
- The Contractor is free to provide services to other clients, so long as such other clients are not in competition with the Company and so long as there is no interference with the Contractor's contractual obligations to the Company.
- The Contractor has no authority to and will not exercise or hold itself out as having any authority to enter into or conclude any contract or to undertake any commitment or obligation for, in the name of or on behalf of the Company.

#### **5. Confidentiality and Intellectual Property**

The Contractor hereby acknowledges that it has read and agrees to be bound by the terms and conditions of the Company's Non-Disclosure Agreement under separate cover and which forms an integral part of this Agreement. The Contractor will not retain any employees or contractors of its own who will perform services under this agreement.

The Contractor hereby represents and warrants to the Company that it is not party to any written or oral agreement with any third party that would restrict its ability to enter into this Agreement or the Confidentiality and Proprietary Information Agreement or to perform the Contractor's obligations hereunder and that the Contractor will not, by providing services to the Company, breach any non-disclosure, proprietary rights, non-competition, non-solicitation or other covenant in favor of any third party.

The Contractor hereby agrees that, during the term of this Agreement and for one (1) year following the termination hereof, the Contractor will not (i) recruit, attempt to recruit or directly or indirectly participate in the recruitment of any Company employee or (ii) directly or indirectly solicit, attempt to solicit, canvass or interfere with any customer or supplier of the Company in a manner that conflicts with or interferes in the business of the Company as conducted with such customer or supplier.

## **6. Termination**

The independent contractor relationship contemplated by this Agreement is to conclude upon completion of aforementioned services unless terminated earlier as set forth below. The Contractor agrees that no additional advance notice or fees in lieu of notice are required by the Company in the event the relationship terminates prior to the completion.

The Contractor agrees that the Company may terminate this Agreement at any time without notice or any further payment if the Contractor is in breach of any of the terms of this Agreement.

The Company may terminate this Agreement at any time at its sole discretion, upon providing to the Contractor **10 business** days advance written notice of its intention to do so or payment of fees in lieu thereof.

The Contractor may terminate this Agreement at any time at its sole discretion upon providing to the Company **10 business** days notice of Contractor's intention to do so. Upon receipt of such notice the Company may waive notice in which event this Agreement shall terminate immediately.

## **7. Obligations Surviving Termination of this Agreement**

All obligations to preserve the Company's Confidential Information, Intellectual Property and other warranties and representations set forth herein shall survive the termination of this Agreement.

## **8. Entire Agreement**

This Agreement, together with the Confidentiality and Proprietary Information Agreement, represents the entire agreement between the parties and the provisions of this Agreement shall supersede all prior oral and written commitments, contracts and understandings with respect to the subject matter of this Agreement. This Agreement may be amended only by mutual written agreement of the party.

## **9. Assignment**

This Agreement shall inure to the benefit of and shall be binding upon each party's successors and assigns. Neither party shall assign any right or obligation hereunder in whole or in part, without the prior written consent of the other party.

**10. Governing Law and Principles of Construction.**

This Agreement shall be governed and construed in accordance with Georgia law. If any provision in this Agreement is declared illegal or unenforceable, the provision will become void, leaving the remainder of this Agreement in full force and effect.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed by their duly authorized representatives, effective as of the day and year first above written.

SIGNED

\_\_\_\_\_  
Glen C. Falk      Dated: \_\_\_\_\_

\_\_\_\_\_  
Carl E. Terzer      Dated: \_\_\_\_\_

## **Appendix A**

Initial assignments and estimated target completion dates, in priority order:

1. Install/reinstall R program onto Susan Levy's and Rachel Libowitz's computers and test for correct functionality.

Target Date: 3/30/18, or earlier

2. Correct R program coding to ensure that graphing and labeling correctly function properly eliminating the need for manual intervention for client reports

Target Date: 4/13/18, or earlier

3. Program pagination for each "Client Report" Version of the "Analyst Report".

Target Date: 4/27/18, or earlier

4. Add Compliance Page to standard report

Target Date: 5/11/18

5. Add a page full of MPT stats such as Alpha, Beta, Sortino, Sharpe, St. Dev, up/down capture, etc. - stats to map against our manager search data points- to print on a client R report page

Target Date: 5/25/18