

**VIGO IMPORTING CO.
PROFESSIONAL SERVICES AGREEMENT**

THIS PROFESSIONAL SERVICES AGREEMENT (the "Agreement") is made as of the 4/19/2019 (the "Effective Date") by and between Vigo Importing Co. a Florida corporation (the "Company"), and Eric Gill (the "Independent Contractor"). In addition, the terms "I", "me", "my" and similar words means the Independent Contractor identified above.

RECITALS

WHEREAS, the Company wishes to retain the Independent Contractor to perform certain professional services for the Company, and

WHEREAS, the Independent Contractor is willing to perform such services, all upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of mutual covenants contained herein, the parties agree as follows:

AGREEMENT

1. Term. This Agreement commences on the Effective Date and will remain in effect until 6/15/2020.
2. Scope of Services. This Agreement is used in connection with provision of certain "Services" to Vigo Importing Co. and its clients. The scope of these Services include
3. Rate of Compensation. Independent Contractor will bill Company at a rate of \$104.00 per hour of Service performed under this Agreement and agrees to provide Company with an itemized bill containing a description of Services at the end of every week.
4. 1099 Independent Contractor. **I understand that I am an Independent Contractor and I am not and shall not be an employee of Vigo Importing Co. while performing Service for the Company under this Agreement.** I acknowledge and agree that I am **NOT** eligible for the Company employment benefits of any kind, **including workers compensation**. I am not and shall not be deemed to be an employee of the Company or its subsidiaries or affiliate for any purpose, and acknowledge and agree that I am **NOT** eligible for employment benefits of any kind with the Company, including **workers compensation, pay, and other benefits**. I do not have and shall not have the right to bind the Company or its Clients by any representation, promise, contract, or other act or omission.
5. Qualifications. The Company is responsible for advising me of the nature, scope and duration of Services and I control the manner and means of the Services. I agree that I have been so informed. I have prepared and reviewed the information submitted to the Company concerning my qualifications. I represent that such information is true and accurate and that I am qualified for such work.
6. No Conflicts. I represent and warrant that I am not subject to any contract or agreement with any other person or entity that will, in any manner, prevent me from performing Services for the Company.

7. Confidential Information. By signing below, I agree that I will keep any and all client information confidential, and to be bound by the terms and conditions of this Independent Contractor Agreement and the Confidentiality and Non-Disclosure Agreement attached.

8. No Right or License. Nothing herein shall be construed to grant any right or license to the Company or me with respect to data or information disclosed by its clients, or any patent, trademark, copyright, trade secret, or other intellectual property right owned, held or controlled by the Company or its clients. As between me and the Company, all right (including the right to reproduce, distribute, extract, or disclose to other persons or entities), title, and interest in and to any such data, information and intellectual property belong exclusively to and shall remain exclusively with the Company.


9. Ownership of Work. I agree that the Company shall own all work products (including without limitation marks; computer programs and documentation; photographs; logos; designs; drawings; artistic and graphical works; reports; data; information; other works of authorship; and inventions, if any) made by me, or its suppliers or contractors, during performance of Services for the Company (all such works hereinafter "Work Products"). I will retain no right, title, or interest in or to Work Products. I agree that all Work Products, which are works of authorship (as defined in the U.S. Copyright Act) and meet the definition of "works made for hire," are hereby expressly agreed to be "works made for hire," and that the Company is the author and owner of such Work Products. In the event any

Work Products do not meet the definition of "work of authorship" and "work made for hire," then I agree to assign and transfer, and I hereby assign and transfer, to the Company all of my rights, title, and interest in and to such work, including but not limited to all rights accruing to me under the provisions of the U.S. Copyright Act. The Company may register, record, and otherwise perfect title to and ownership of all Work Products in the Company's own name. I agree to execute such documents, and otherwise provide such assistance, as the Company may reasonably request, at the Company's expense, to accomplish the purposes of this paragraph. When so instructed by the Company, I will affix the following proprietary rights notice to my work and copies thereof: and such other notices concerning proprietary rights, trademarks, service marks, and similar matters as the Company may reasonably direct from time to time.

10. Entire Agreement; Modifications. This Agreement is my entire agreement with the Company with respect to its subject matter and supersedes any prior written or oral understandings pertaining thereto. My obligations under this Agreement may not be changed in whole or in part except by a written agreement signed by both parties which specifically refers to this Agreement.

IN WITNESS WHEREOF, I have signed this Agreement in triplicate on the date written below.

Accepted:

Signed:  _____

Name: Eric Gil

Date: 04/20/2019