

***STAFFING CONTRACT***

This Independent Contractor Agreement (this "Contract") is made effective as of May 07,

2015, by and between Coinsetter, inc (“Coinsetter”), 568 Broadway, 11th fl, New York, NY 10012, and ITWARP LLC, ("ITWARP Consulting"), 33111 N University Dr STE 105, Coral Springs, Delaware 33065.

**1. DESCRIPTION OF SERVICES.** Beginning on May 07, 2015, ITWARP Consulting will submit to Coinsetter the names and resumes of qualified candidates ("Candidates") for the position with the skills and educational background described as follows (collectively, the "Services"): Java Software development.

**2. PAYMENT FOR SERVICES.**

a. For services provided by ITWARP Consulting under this Contract, ITWARP Consulting shall be compensated as below:

- Temporary staff hourly rate: USD 110 for 3 Java Developers for period of service. Staff being:

1- Pablo Torres

2- Jorge Saridis

3- Martin Parrella

- Transfer Fee: USD 2500 shall be paid if temporary employee is taken on permanent basis.

b. Invoices will be submitted to Coinsetter by ITWARP Consulting on a monthly basis, with payment to ITWARP Consulting to be made within 5 business days of receipt of a valid invoice.

**3. SERVICE PROVIDER'S REPRESENTATIONS.** ITWARP Consulting represents and warrants that ITWARP Consulting and its supplied workers have the right to perform the services under and pursuant to this Contract without violation of obligations to others, and that ITWARP Consulting and its supplied workers have the right to disclose to Coinsetter all information transmitted to Coinsetter in the performance of services under

and pursuant to this Contract and ITWARP Consulting agrees that any information submitted to Coinsetter, whether patentable or not, may be used fully and freely by Coinsetter.

**4. TERM/TERMINATION.** This Contract may be terminated by either party upon

30 days written notice to the other party.

**TRIAL PERIOD**

The first month of this contract shall be a trial period. Coinsetter can terminate this contract with or without notice at any time during the initial month. Coinsetter can also terminate any individual contractor(s) engaged during this time period. Termination will be provided via written email and will specify which contractor(s) to terminate, or whether to terminate the entire contract as a whole. Termination will be effective immediately as of the date and time of the termination notice. Coinsetter will not be held liable for any work done subsequent to termination of a contractor or of this contract.

In the event that one or more contractors is terminated, the hourly rate will be reduced proportionally ($36.67 per contractor).

**5. RELATIONSHIP OF PARTIES.** It is understood by the parties that ITWARP Consulting is an independent contractor with respect to Coinsetter, and not an employee of Coinsetter. Coinsetter will not provide fringe benefits, including health insurance benefits, paid vacation, or any other employee benefit, for the benefit of ITWARP Consulting.

**6. CONFIDENTIALITY.** ITWARP Consulting will not at any time or in any

manner, either directly or indirectly, use for the personal benefit of ITWARP Consulting, or divulge, disclose, or communicate in any manner any information that is proprietary to Coinsetter. ITWARP Consulting will protect such information and treat it as strictly confidential. This provision shall continue to be effective after the termination of this Contract. Upon termination of this Contract, ITWARP Consulting will return to Coinsetter all records, notes, documentation and other items that were used, created, or controlled by ITWARP Consulting during the term of this Contract.

**7. INJURIES.** ITWARP Consulting acknowledges ITWARP Consulting's obligation to obtain appropriate insurance coverage for the benefit of ITWARP Consulting (and ITWARP Consulting's employees, if any). ITWARP Consulting waives any rights to recovery from Coinsetter for any injuries that ITWARP Consulting (and/or ITWARP Consulting's employees) may sustain while performing services under this Contract and that are a result of the negligence of ITWARP Consulting or ITWARP Consulting's employees.

**8. ENTIRE AGREEMENT.** This Contract contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written.

**9. SEVERABILITY.** If any provision of this Contract shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

