**STACK INDEPENDENT CONTRACTOR AGREEMENT**

This INDEPENDENT CONTRACTOR AGREEMENT (“Agreement”) is made and entered into by and between Stack Construction Technologies (“Stack”) and William Capecchi (“CONTRACTOR”), as of November 15, 2017 (the “Effective Date”).

**RECITALS**

WHEREAS, STACK is a Delaware company which is develops SAAS solutions and operates business process outsourcing teams for the construction industry;

WHEREAS, STACK wishes to obtain the Services of CONTRACTOR as more particularly described in Exhibit A attached hereto, which is incorporated herein (the “Services”); and

WHEREAS, CONTRACTOR has the knowledge and experience to competently provide the Services.

NOW, THEREFORE, in consideration of the mutual obligations covenants contained herein and other good and valuable consideration the receipt and sufficiency of which is acknowledged, the parties hereby agree as follows:

1. **Incorporation of Definitions and Recitals**. The definitions and recitals set forth above are incorporated herein by reference and made a substantive part of this Agreement.

2. **Term of Agreement**. This Agreement shall be effective from the Effective Date until March 01, 2018 unless sooner terminated as herein provided (the “Term”). In addition, STACK has an option to extend up to an additional 90 days (the “Extension”).

3. **Relationship of Parties and Duties Under Agreement**.

A. Nature of Engagement. STACK engages CONTRACTOR as an independent contractor solely to provide the Services. This Agreement shall not be construed as an agreement of employment, a partnership, or any other form of business entity or venture. CONTRACTOR understands that CONTRACTOR will not be treated as an employee for purposes of the Federal Insurance Contributions Act (FICA), the Federal Unemployment Tax Act (FUTA), workers’ compensation benefits, or income tax withholding under any provision of the Internal Revenue Code of 1986. CONTRACTOR shall be solely responsible for all federal, state, and local taxes applicable to CONTRACTOR, and agrees to indemnify, save, and hold STACK harmless from and against any and all losses, including, but not limited to, reasonable attorneys’ fees, paraprofessionals’ fees, and other expenses, with respect to any dispute concerning payment of any federal income tax, withholding taxes, FICA taxes, FUTA taxes, or workers’ compensation benefits based upon or arising out of CONTRACTOR’s provision of Services. STACK shall provide a Form 1099 to the CONTRACTOR in compliance with the Internal Revenue Service regulations. STACK shall not be obligated to provide CONTRACTOR with any benefits which are or may be available to STACK employees, such as, but not limited to, health insurance, paid leave time (sick, personal, vacation), life insurance, disability, profit sharing, qualified or unqualified retirement plans, or any other fringe benefits or benefit plans which STACK offers or provides to its employees.

B. Contractor’s Duties; Other Business Activities. CONTRACTOR shall be responsible for the performance of the Services and may employ such persons or entities, as CONTRACTOR deems necessary to perform the Services. CONTRACTOR shall be responsible for supervising, paying, and ensuring the performance of any persons or entities CONTRACTOR may retain to assist with the provision of the Services. CONTRACTOR shall devote sufficient time to providing the Services, but shall otherwise be free to engage in such other business activities, as CONTRACTOR deems advisable, subject to paragraphs 7 and 8 below.

C. Right to Bind; Use of Trademarks. Absent STACK’s prior written consent, CONTRACTOR shall not have any authority, express or implied, to assume or create obligations on behalf of STACK, and shall not use or display STACK’s name or any other trademark, trade name, or logo owned or claimed by STACK or any of its wholly owned subsidiaries, or any trademark, trade name, or logo associated with the STACK line of businesses.

D. Control of Work. STACK may establish parameters for CONTRACTOR’s provision of Services under this Agreement, but shall not exercise control or direction over the manner or methods by which CONTRACTOR provides the Services. CONTRACTOR shall have sole control of the manner and methods of performing the Services, and CONTRACTOR shall complete the Services using his own means and methods of work. Unless otherwise set forth in Exhibit A, CONTRACTOR shall furnish, at CONTRACTOR’s own expense, the equipment, supplies, and other materials needed or used to perform the Services.

E. STACK Policies. To the extent CONTRACTOR performs any Services on STACK’s premises or using STACK’s facilities, supplies, information technology, equipment, networks, or other resources, CONTRACTOR shall comply with all applicable STACK policies relating to business and office conduct, health and safety, and use of STACK’s facilities, supplies, information technology, equipment, networks, and other resources.

F. Confidential Information.

(i) It is acknowledged and agreed that STACK has certain proprietary information, formulas, and materials, including, but not limited to, distributor and supplier contacts and contract information, customer lists, catalog distribution lists and pricing methods, business plans and strategies, financial information, sales results and sales data, supply chain information, marketing and sales plans, and the components of products, which derive independent economic value from not being generally known and readily ascertainable. It is further acknowledged and agreed that STACK has taken steps to maintain the secrecy of said proprietary information, formulas, and materials, that STACK has a legitimate business interest in guarding and protecting this information, that this information has economic value to STACK, and that this information must be carefully controlled so as to prevent disclosure to unauthorized persons who might use the information in competition with STACK, or to its detriment.

(ii) All STACK information provided to or received by CONTRACTOR, and all other information and data developed by CONTRACTOR in providing the Services, shall remain and be STACK property, and shall be treated throughout the Term of this Agreement and subsequently as STACK confidential information (the “Confidential Information”). As used herein the term “Confidential Information” includes, but is not necessarily limited to, all information and data belonging to STACK, whether in written, oral, machine recognizable, graphic or sample form, disclosed directly or indirectly, including, without limitation, all customer lists, customer information, customer leads, purchase/sales history, distributor and supplier contact and contract information, catalog distribution lists, pricing methods, supply chain information, trade secrets, and other confidential business information that otherwise may not qualify as trade secrets, including techniques, processes, designs, computer programs, know-how, negative know-how, data, research, compositions, compilations, improvements, inventions (whether patentable or not), works of authorship, patents, trademarks, service marks, copyrights, business and product development plans (including marketing and sales plans), supplier lists, pricing data, financials, tax information, information regarding a customer’s preferences and behaviors (including sales techniques regarding any specific customer), personnel and compensation information, accounting practices, business plans and strategies, and other information concerning STACK’s actual or anticipated business, research and development, as well as any modifications or enhancements of any of the foregoing, all program, marketing, sales, or other financial or business information, and any other information which the CONTRACTOR should reasonably understand to be non-public, confidential information belonging to STACK or any of its subsidiaries.

(iii) Absent STACK’s prior written consent, CONTRACTOR shall not disclose Confidential Information to any other party except as specifically provided in this Agreement and as maybe required to deliver Services described in this agreement, and shall not use Confidential Information for any purpose other than as contemplated by this Agreement, unless such information has become part of the public domain as a result of an action or disclosure by STACK and not as a result of any unauthorized disclosure by CONTRACTOR or other party. CONTRACTOR may release Confidential Information to CONTRACTOR’s employees, agents, and subcontractors only on a need-to-know basis, and only after ensuring that each recipient has agreed in writing to be bound and obligated by provisions of confidentiality no less restrictive than those contained herein. If CONTRACTOR is served with a subpoena, discovery request, or court order requiring disclosure of any Confidential Information, CONTRACTOR shall give STACK timely written notice of the contemplated disclosure so that STACK may have a reasonable opportunity to intervene to prevent or limit the disclosure or to otherwise seek to preserve the confidentiality of the information.

(iv) CONTRACTOR shall not disclose to STACK or use in providing the Services any information for which CONTRACTOR has an obligation of confidentiality to third parties.

G. Work Product.

(i) STACK shall be the sole owner of all results, books, records, formulations, products, materials, data, and business information prepared by or worked on by CONTRACTOR in providing the Services (“Work Product”).

(ii) Any copyrightable work created by CONTRACTOR, or with CONTRACTOR’s involvement, in connection with CONTRACTOR’s provision of the Services shall be considered a work made for hire, whether published or unpublished, and all rights therein shall be the property of STACK as author and owner of the copyright therein. CONTRACTOR, without charge to STACK other than reasonable payment for time involved following the termination or expiration of this Agreement and reasonable expenses to provide documentation, shall duly execute, acknowledge, and deliver to STACK all such further papers, including assignments and applications for copyright registration or renewal, as may be necessary to enable STACK to publish or protect said works by copyright or otherwise in any and all countries, to vest title to said works in STACK or its nominees, their successors or assigns, and shall render all such assistance as STACK may require in any proceeding or litigation involving the rights in said works.

(iii) Any inventions, improvements, or ideas made or conceived by CONTRACTOR, or with CONTRACTOR’s involvement, in connection with CONTRACTOR’s provision of the Services, shall be the property of STACK. CONTRACTOR, without charge to STACK, without charge to STACK other than reasonable payment for time involved following the termination or expiration of this Agreement and reasonable expenses to provide documentation, shall execute, acknowledge, and deliver to STACK all such further papers, including assignments and applications for patents, as may be necessary to enable STACK to publish or protect said inventions, improvements, and ideas by patent or otherwise in any and all countries and to vest title to said patents, inventions, improvements and ideas in STACK or its nominees, their successors or assigns, and shall render all such assistance as STACK may require in any Patent Office proceeding or litigation involving said inventions, improvements, or ideas.

4. **Payment**. A. STACK agrees to pay CONTRACTOR for the Services to be rendered the amounts specified in Exhibit A.

B. STACK shall pay CONTRACTOR for services rendered to up to the date of termination or expiration of the Agreement, unless the Agreement is terminated for cause.

C. CONTRACTOR shall submit periodic invoices providing, in reasonable detail, a description of the specific Services performed, dates on which such Services were performed, and the amount of time CONTRACTOR spent performing each discrete task or project on each such date. The invoices shall be sent to STACK at the following address:

Stack Construction Technologies

6398 Thornberry Court

Mason, Ohio 45040

5. **Termination**.

A. STACK may terminate this Agreement immediately for cause upon written notice to CONTRACTOR. CONTRACTOR may terminate this Agreement immediately for cause upon written notice to STACK. STACK may terminate this Agreement without cause on 30 days written notice to the CONTRACTOR. CONTRACTOR may terminate this Agreement on 30 days written notice to STACK.

B. If STACK terminates this Agreement for cause, it shall pay the CONTRACTOR for work performed up until the written notice described in Section 5.A. If STACK terminates this Agreement without cause, it shall pay CONTRACTOR for Services provided up to and including the date of termination (30 days after written notice described in Section 5.A.

C. Upon the termination or expiration of this Agreement, STACK shall be entitled to receive, and CONTRACTOR shall promptly deliver to STACK, all tangible documents and materials containing, reflecting, incorporating, or otherwise based on Confidential Information, and all Work Product. CONTRACTOR shall then promptly delete from its systems and permanently erase all STACK’s Confidential Information, and any other information belonging to STACK or relating to the performed pursuant to this Agreement, and shall certify to STACK in writing that CONTRACTOR has complied with the requirements of this paragraph.

6. **Representations and Warranties.** As an inducement for STACK to enter into this Agreement, and recognizing that STACK is relying thereon, CONTRACTOR hereby represents and warrants that:

A. CONTRACTOR has the right to enter into this Agreement, to perform all of CONTRACTOR’s obligations in this Agreement, and to grant the rights granted herein;

B. CONTRACTOR’s entering into this Agreement with STACK and CONTRACTOR’s performance of the Services do not and will not conflict with or result in any breach or default under any other agreement to which CONTRACTOR is subject;

C. CONTRACTOR has the required skill, experience, licenses, and qualifications to perform the Services, and shall devote sufficient resources to ensure that the Services are performed in a timely and reliable manner;

D. CONTRACTOR shall perform the Services in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services, generally recognized ethical standards, and STACK’s policies;

E. CONTRACTOR shall perform the Services in compliance with all applicable federal, state, and local laws and regulations;

F. Except to the extent provided by STACK, CONTRACTOR shall provide original work, and will not violate or infringe upon the intellectual property right or any other right whatsoever of any person, firm, corporation, or other entity;

G. STACK will receive good and valid title to all Work Product, free and clear of all encumbrances and liens of any kind;

H. CONTRACTOR does not currently perform any services for any person or entity involved in a business which competes with the STACK line of businesses.

I. Absent STACK’s prior written permission, CONTRACTOR will not directly or indirectly participate in any activity which could benefit CONTRACTOR at the expense of STACK, or which could otherwise present a conflict of interest for the CONTRACTOR, such as, but not limited to: (i) accepting from or offering to any person who does or seeks to conduct business with STACK any gifts, entertainment or favors of any kind; (ii) maintaining any material financial interests in or performing any services for any entity from which STACK purchases goods or services, or with which STACK conducts business; or (iii) using STACK’s email system or Confidential Information for any purpose other than in performing the Services.

7. **Non-competition**. During the Term of this Agreement and any extension thereof, and for a period of 6 months following the termination or expiration of this Agreement, CONTRACTOR agrees not to perform any services for, be employed by, or own, operate or manage any person or entity involved in a business which competes with the STACK line of businesses. CONTRACTOR understands that the restrictions set forth in this paragraph are reasonably necessary to protect STACK’s legitimate business interests in, among other things, its Confidential Information, its customer, member, and client relationships, and its goodwill in the marketplace. In the event of CONTRACTOR’s breach of this paragraph, the duration of this provision shall be extended for an amount of time equal to that during which CONTRACTOR is in breach, to afford the full benefit of the period set forth above.

8. **Non-solicitation**. CONTRACTOR agrees that during the Term of this Agreement and any extension thereof, and for a period of 12 months following the termination or expiration of this Agreement, CONTRACTOR shall not solicit or employ any of STACK’s employees or other personnel, or any employee or other personnel of any STACK subsidiary, and shall not solicit any business from or conduct business with any of the STACK members, customers, or clients with whom CONTRACTOR worked or had contact in providing the Services. CONTRACTOR understands that the restrictions set forth in this paragraph are reasonably necessary to protect STACK’s legitimate business interests in, among other things, its Confidential Information, its customer, member, and client relationships, and its goodwill in the marketplace. In the event of CONTRACTOR’s breach of this paragraph, the duration of this provision shall be extended for an amount of time equal to that during which CONTRACTOR is in breach, to afford the full benefit of period set forth above.

9. **Indemnification:**

A. **CONTRACTOR Indemnification**. CONTRACTOR agrees to defend, indemnify and hold harmless STACK and its affiliates and all of its members, officers, directors, employees, and agents (collectively, the “STACK Indemnitees”) from and against any and all taxes, penalties, interest, claims, demands, actions, causes of action, losses, liabilities, damages, attorneys’ fees, costs, and expenses (collectively referred to as “Damages”), based upon or arising out of: (i) any actual or alleged breach by CONTRACTOR of any representation, warranty, or obligation set forth in this Agreement; (ii) any negligence, act, omission, or misconduct of CONTRACTOR or any employee, agent, or subcontractor thereof, in connection with the provision of the Services pursuant to this Agreement; or (iii) or for any penalties assessed against STACK by the United States Citizenship and Immigration Service based on CONTRACTOR’s knowing hiring of unauthorized workers and/or Form I-9 compliance paperwork violations and for any claims brought by CONTRACTOR’s employees, agents, or subcontractors. The rights of indemnity contained herein shall exist notwithstanding that joint or several liabilities may be imposed upon one or more of the STACK Indemnitees by statute, ordinance, regulation, or judicial decision; provided, however, that CONTRACTOR shall not be liable to STACK Indemnitees for Damages to the extent such Damages result solely from the negligence or willful misconduct of such STACK Indemnitees.

B. **STACK Indemnification**. STACK agrees to defend, indemnify and hold harmless CONTRACTOR and its affiliates and all of its members, officers, directors, employees, and agents (collectively, the “CONTRACTOR Indemnitees”) from and against any and all taxes, penalties, interest, claims, demands, actions, causes of action, losses, liabilities, damages, attorneys’ fees, costs, and expenses (collectively referred to as “Damages”), based upon or arising out of: (i) any actual or alleged breach by STACK of any representation, warranty, or obligation set forth in this Agreement; (ii) any negligence, act, omission, or misconduct of STACK or any employee, agent, or subcontractor thereof, in connection with the STACK’s normal business. The rights of indemnity contained herein shall exist notwithstanding that joint or several liabilities may be imposed upon one or more of the CONTRACTOR Indemnitees by statute, ordinance, regulation, or judicial decision; provided, however, that CONTRACTOR shall not be liable to CONTRACTOR Indemnitees for Damages to the extent such Damages result solely from the negligence or willful misconduct of such CONTRACTOR Indemnitees.

10. **Notice**. Any notice given in connection with this Agreement shall be deemed to be effective upon confirmed delivery to STACK or CONTRACTOR if such notice is sent electronically, or upon confirmed receipt if such notice is sent by certified mail, registered mail, courier or commercial carrier, with delivery confirmation, to the following addresses:

If to STACK:

Stack Construction Technologies

6398 Thornberry Court

Mason, Ohio 45040

If to CONTRACTOR:

Contact Name

Company Name

Address 1

City, State Zip Code

11. **Confidentiality of Agreement**. Absent STACK’s prior written consent, the terms and conditions of this Agreement will not be disclosed to any other party or used for non-STACK purposes.

12. **Insurance**. CONTRACTOR shall maintain professional and general liability coverage in amounts applicable to CONTRACTOR, and shall promptly notify STACK in writing of any cancellation or material change in coverage under such insurance policies.

13. **Assignment**. Absent STACK’s prior written consent, CONTRACTOR shall not assign any rights, or delegate or subcontract any obligations, under this Agreement. Any assignment in violation of the foregoing shall be deemed null and void and shall be deemed to be a material breach of this Agreement for which CONTRACTOR will be fully liable for any damages incurred as a direct or indirect result. STACK may freely assign its rights and obligations under this Agreement at any time.

14. **Headings and Captions**. The headings and captions to the Paragraphs of this Agreement are inserted only as a matter of convenience for reference. They in no way define, limit or describe the scope of any Paragraph or Subparagraph herein.

15. **Severability**. The invalidity or unenforceability of any provision hereof shall in no way affect the validity or enforceability of any other provision contained herein.

16. **Governing Law, Venue and Jury Trial Waiver**. This Agreement, its interpretation, and all questions concerning the execution, validity, capacity of the parties and the performance of this Agreement, shall be governed solely by the laws of the State of Ohio, without regard to any choice-of-law principles that might direct application of the laws of any other jurisdiction. **EACH PARTY EXPRESSLY AND IRREVOCABLY WAIVES ANY RIGHT TO TRIAL BY JURY IN ANY ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT**.

17. **Equitable Remedies**. In addition to any other remedies at equity or at law which may be available to STACK, the CONTRACTOR agrees that STACK may, upon the posting of a bond in the amount of One Thousand Dollars and Zero Cents ($1000.00) obtain temporary and/or permanent injunctive relief to enforce the provisions of this Agreement without first being required to demonstrate irreparable harm.

18. **Service of Process**. The parties hereto agree to accept service of process by regular mail or express delivery sent to the address for each party set forth above (or to such other address as the parties may notify each other in writing).

19. **Binding Agreement**. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their administrators, heirs, successors, and assigns.

20. **Integration of Agreement**. This Agreement represents the entire Agreement between the Parties and supersedes all prior negotiations, representations, or agreements between the parties, written or oral, regarding the Services. In the event of any conflict between the terms and conditions of this Agreement and those of any other agreements entered into pursuant to this Agreement, this Agreement’s terms and conditions will control.

21. **Modification**. No modification of this Agreement will be deemed effective unless in writing and signed by each of the parties, and no waiver of any right included here will be deemed effective unless in writing and signed by the party against whom enforcement of the waiver is sought.

IN WITNESS WHEREOF, each party has executed this Agreement effective as of the Effective as of the Effective Date set forth above.

**Stack Construction Technologies**

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*Signature Date*

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*Print Name Title*

**CONTRACTOR**

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*Signature Date*

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*Print Name Title*

**Stack Construction Technologies**

**EXHIBIT A**

Contractor Information / Payment Terms / Description of Services

**Contractor Name:**

William Capecchi

**Contractor Address / Contact Info:**

William Capecchi

2754 Pierce St. NE Apt 2

Minneapolis, MN 55418

**Contractor Tax ID No.:**

99-9999999

**Contractor Payment Terms:**

* **Payment Rate** – $45/hr
* **Payment Terms** – STACK standard payment terms are 30 days after receipt of invoice from CONTRACTOR

**STACK Billing Address / Contact Info:**

Stack Construction Technologies

6398 Thornberry Ct.

Mason, Ohio 45040

**Description of Services to be Provided**

Detailed description of services to be provided

**EXHIBIT A (Continued)**

**Stack Construction Technologies**

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*Signature Date*

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*Print Name Title*

**CONTRACTOR**

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*Signature Date*

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*Print Name Title*