

VENDOR CONSULTANT AGREEMENT

This VENDOR CONSULTANT AGREEMENT (hereinafter referred to as "Agreement") made this 25th day of **July, 2018**, by and between **Haji Mupakura** (hereinafter referred to as "Consultant") and Sogeti USA, The Technology & Engineering Services Division of Capgemini America, Inc. (hereinafter referred to as "Sogeti").

WHEREAS Sogeti has entered into a prime contract to provide services to certain clients;

WHEREAS, Sogeti and vendor **Sara Software** (hereinafter referred to as "Vendor") are parties to a Vendor Agreement (hereinafter referred to as "Vendor Agreement") and a statement of work (hereinafter referred to as "Statement of Work") for services to be provided to Sogeti and Sogeti's client;

WHEREAS, Consultant is an employee or independent contractor of Vendor who has assigned Consultant to perform services for Sogeti and Sogeti's client as an independent contractor (with Consultant acknowledging and agreeing he or she is not an employee of Sogeti nor Sogeti's client);

WHEREAS, in order to perform such services, Sogeti requires Consultant to make certain representations and obligations to Sogeti in addition to the terms and conditions set forth in the Vendor Agreement and Statement of Work and any other agreement between Consultant and Vendor;

NOW, THEREFORE, in consideration of the covenants and promises hereinafter set forth, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Consultant represents to Sogeti that: (i) information provided by Consultant (including, but not limited to, resume, interview, references) in consideration for providing services to Sogeti and Sogeti's clients is true to the best of Consultant's knowledge; and (ii) Consultant is not restricted by any employment or other subcontractor agreement from providing services to Sogeti and Sogeti's clients. Vendor understands that any misstatements or lack of candor by Consultant of the qualifications or availability of Consultant constitutes a breach of this Agreement and may be grounds for immediate termination of Consultant's services with Sogeti and Sogeti's clients.

Consultant agrees to make his/her best effort to complete the assignment as described in the applicable SOW and, in the event that this is not possible, will provide Sogeti two (2) weeks prior written notice unless otherwise set forth in the SOW.

2. During the term of this Agreement and any renewals thereof, and for twenty-four (24) months after the expiration of the initial and renewal periods, Consultant agrees that he/she will pay a finder's fee to Sogeti if he/she within a Restricted Area (i) provides or attempts to provide (or advises others of the opportunity to provide), directly or indirectly, any services to any client to which Consultant has been introduced or about which Consultant has received information through Sogeti or through Vendor as the result of Vendor's discussions with Sogeti, or through any client for which Consultant has performed services or to which Consultant was introduced under the Vendor Agreement between Sogeti and Vendor or as the result of discussions between Sogeti and Vendor; or (ii) retains or attempts to retain, directly or indirectly, for himself/herself or for another party, the services of another one of Sogeti's subcontractor or employees to which Vendor has been introduced or has received information about through Sogeti or through any client for which Consultant has performed services or to which Consultant was introduced under the Vendor Agreement between Sogeti and Vendor or as the result of discussions between Sogeti and Consultant; and (b) such services

are provided or such other subcontractor or employee is retained in any capacity whatsoever, including as a subcontractor or employee. The "Restricted Area" referred to above is any client location where Consultant provided services or was offered an opportunity to provide services for Sogeti's client under this Agreement as well as any other client location within a 100 mile radius. For the purposes of the above, the term "client" includes any affiliates, customers and clients of the client. This provision may be waived only on a case by case basis in writing by an executive officer or unit manager of Sogeti, in its sole discretion, prior to Consultant taking the action for which waiver is sought. The parties agree that the finder's fee shall be paid immediately upon commencement of the services and shall be an amount equal to one third of Consultant's then-current annual salary. The Consultant hereby authorizes and directs Vendor and Sogeti, to the extent permitted by applicable law, to offset any finder's fee owed to Sogeti under this Agreement against any amounts that may be owed to Consultant from Vendor or Sogeti (including wages) from time to time.

3. Consultant will not disclose to any third party, without the prior written consent of Sogeti or Sogeti's clients, any information relating to the business of Sogeti, Sogeti's clients, the customers of Sogeti's clients, or other Sogeti personnel, if such information could reasonably be construed as confidential and was obtained in the course of Consultant's providing services to Sogeti or Sogeti's clients. Consultant further agrees he/she will not reproduce in any way, divulge, or remove from the premises of Sogeti, any client, or the customers of any client, at any time during the interview, or during or after providing services, any tangible or intangible property whatsoever (except personal effects) which could reasonably be construed as constituting confidential information of Sogeti, the client, or the customers or clients of the client. Consultant further represents to Sogeti that Consultant will not disclose to Sogeti, or otherwise use for Sogeti's benefit, any confidential information, material, or any other proprietary information of any third party.

Communication with Sogeti's client will be limited to discussion required for delivering the services as described in the applicable SOW. Consultant will not discuss any commercial terms of the assignment, including but not limited to rates, salary, termination notice, or any other term. Consultant will only contact the following personnel to discuss any issue before talking to client:

Consultant: **Haji Mupakura**

Sogeti Account Executive: **Jessica McDowell**

4. Consultant acknowledges and understands that during the course of his or her consultancy for Sogeti and Sogeti's client, Consultant may have access to a variety of data bases, reports, documents and/or any other information in both written or electronic format, which may contain or process data related to any identified or identifiable natural person ("Personal Data"). Consultant hereby acknowledges that any Personal Data in any format belongs to the individual to who is referred; therefore Consultant undertakes to process such Personal Data in accordance with the confidential obligations set forth in the Vendor Agreement between Sogeti and Vendor, and with the following requirements:

- a) Consultant will not disclose any Personal Data to any other third parties, and will only use it for his or her performance of the consultancy;
- b) Consultant will implement all precautionary means necessary to maintain the confidentiality of the Personal Data that he or she may have access by virtue of the consultancy, or otherwise disclosed to Consultant;
- c) Consultant will comply with all applicable rules, laws, regulations or policies of Sogeti or its client regarding Personal Data protection. Specially, Consultant will comply with all basic principles, security and confidentiality concerning Personal Data; and
- d) Once, for any reason, the consultancy is finished Consultant will return or destroy, as requested by Sogeti, any Personal Data in his or her possession in a tangible form.

5. Consultant is aware of and understands Sogeti's obligation and policy to comply with anti-bribery, anti-corruption and other ethics laws and rules relevant to the contracting parties. Consultant shall comply with all applicable anti-bribery, anti-corruption and other ethics laws and rules. Consultant represents that it is not a public official as defined by the Vendor Agreement and that it has not and will not, for the purpose of influencing or inducing anyone to influence decisions in favor of Sogeti or any of its Affiliates, offer, promise or make or agree to make, directly or indirectly, (a) any political contributions of any kind or any payment to or for the benefit of any public official, whether elected or appointed, (b) any payments for gifts, meals, travel or other value for a government employee or his/her family members or (c) any payments or gifts (of money or anything of value) to anyone.

Consultant: **Haji Mupakura**

Sogeti Account Executive: **Jessica McDowell**

6. Vendor has advised Consultant and Consultant agrees that Consultant is not an employee of Sogeti and the client, and Consultant is not entitled to any benefits provided or rights guaranteed by Sogeti or the client, or by operation of law, to their respective employees, including but not limited to group insurance, liability insurance, disability insurance, paid vacations, sick leave or other leave, retirement plans, health plans, premium "overtime" pay, and the like, and Consultant hereby waives any claim to the same to the full extent permitted by law. It is understood and agreed that since the Consultant is an employee of Vendor, Sogeti will make no deductions from fees paid to Vendor for any federal or state taxes or FICA relating to Consultant, and Sogeti and the client have no obligation to provide Worker's Compensation coverage for Consultant or to make any premium "overtime" payments. It is agreed that it is the Vendor's responsibility to provide Worker's Compensation and, if applicable, pay any premium "overtime" rate, for its employees who perform services for Sogeti and its clients under the Vendor Agreement and to make required FICA, FUTA, income tax withholding or other payments related to such employees, (and to provide Sogeti with suitable evidence of the same whenever requested). In the event of any claims brought or threatened by any party against Sogeti or the client relating to the status, acts or omissions of Vendor or Consultant, Consultant agrees to cooperate in all reasonable respects, including to support the assertions of employment status made in the Vendor Agreement and this Agreement.

7. Consultant agrees that, pursuant to Sogeti's and its client's requirement that, (a) all documents, deliverables, software, systems designs, disks, tapes and any other materials (collectively, "materials") created in whole or in part by Consultant in the course of or related to providing any services to Sogeti and its client shall be treated as if it were "work for hire" for Sogeti or its client, and (b) Consultant will immediately disclose to Sogeti and its client all discoveries, inventions, enhancements, improvements and similar creations (collectively, "creations") made, in whole or in part, by Consultant in the course of or related to providing services to Sogeti and its client.

All ownership and control of the above materials and creations, including any copyright, patent rights and all other intellectual property rights therein, shall vest exclusively with Sogeti or its client, and Consultant hereby assigns to the client all right, title and interest that Consultant may have in such materials and creations to the client, without any additional compensation and free of all liens and encumbrances of any type. Consultant affirms that the fee it has negotiated for the services performed under Vendor Agreement and this Agreement includes payment for assigning such rights to Sogeti and its client. Consultant agrees to execute any documents required by Sogeti and its client to register its rights and to implement the provisions herein.

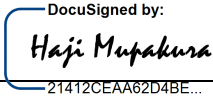
8. Consultant agrees to indemnify and hold harmless Sogeti and its clients for any and all loss, costs and other liability incurred or threatened, including attorneys' fees, related to violations of the obligations set forth in the Vendor Agreement and this Agreement.

9. This Agreement shall be governed by the laws of the State of New York, except for its choice of law rules, regardless of where the work is performed. The parties agree to the exclusive jurisdiction of the federal and state courts of New York in connection with any dispute arising hereunder.

10. As an employee of Vendor who will perform services for Sogeti and its clients, Consultant has been informed by Vendor and understand his/her obligations under both the Vendor Agreement and Statement of Work.

By my signature, I confirm that I have read, understand and agree to be bound by this Agreement:

Consultant:

By:  21412CEAA62D4BE...
(Signature)

Haji Mupakura Haji Mupakura
Name of Consultant

~~7/27/2018~~ 12:10:46 PM PDT
~~07/25/2018~~
(Date)