

CONSULTING AGREEMENT

This CONSULTING AGREEMENT ("**Agreement**") made and entered into as of the date of final execution below ("**Effective Date**") by and between the following parties:

PeopleFluent, Inc. ("PeopleFluent")
300 Fifth Avenue
Waltham, MA 02451

and

Keith Schepis
c/o Insight Global
4208 Six Forks Rd. Suite 840
Raleigh, NC 27609

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby AGREED:

1. Scope of Independent Consultant's Services.

(a) The services to be performed by Consultant are set forth in the Work Order executed by the parties and attached to this Agreement as Appendix A (the "Services"). Consultant will determine the method, details, and means of performing the work to be carried out for PeopleFluent. Consultant may work at Consultant's own place of business, and shall provide all equipment, tools, materials or supplies necessary for the performance of the Services to be rendered under this Agreement, except where this Agreement or a Work Order provides otherwise. Consultant shall comply at its own expense with all applicable federal, state, local and foreign laws, ordinances, regulations and codes including those relating to the identification and procurement of required permits, certificates, licenses, insurance, approvals and inspections in connection with Consultant's performance under this Agreement. To the extent applicable, Consultant will comply with and maintain data security measures consistent with the Commonwealth of Massachusetts 201 CMR 17.00: STANDARDS FOR THE PROTECTION OF PERSONAL INFORMATION OF RESIDENTS OF THE COMMONWEALTH.

(b) PeopleFluent shall be entitled to exercise a broad general power of supervision and control over the results of work performed by Consultant to ensure satisfactory performance, which includes the right to inspect, stop work, make suggestions or recommendations as to the details of the work, and request modifications to the scope of the Work Order. Consultant shall undergo background checks pursuant to PeopleFluent's background check policies. Consultant may be required to undergo further background checks if needed to comply with any of PeopleFluent's client's specific background check requirements. Consultant shall be required to comply with the Company's policies, and the Company's Code of Ethics and Business Conduct, and the electronic access, safety and security policies of PeopleFluent and PeopleFluent's clients. Consultant shall execute such agreements as reasonably required by PeopleFluent or a client, such as without limitation non-disclosure and proprietary rights agreements or electronic access/badging documentation.

2. Compensation. Consultant's compensation for Services shall be as set forth in each Work Order. In addition, Consultant shall be reimbursed for all reasonable out of pocket travel expenses in accordance with PeopleFluent's travel and expense policies, provided such travel and expenses have been approved in advance in writing by PeopleFluent. Unless otherwise set forth on the Work Order, Consultant will not be compensated for travel time. Consultant will not perform, and will not be compensated for, Services in excess of the not-to-exceed amount set forth on the applicable Work Order. Any such excess amounts shall require an additional Work Order. PeopleFluent shall pay Consultant for Services accepted under this Agreement within 30 days of receipt of an accurate invoice describing the activities Consultant has performed under this Agreement and the time spent, if applicable. Consultant will include the purchase order number noted on the applicable Work Order (or later supplied by PeopleFluent) on each invoice. PeopleFluent shall not deduct any employment or federal, state or local income taxes from its payments to Consultant, for which Consultant is solely responsible.

3. Independent Consultant. The relationship between Consultant and PeopleFluent is that of an independent Consultant. No employer/employee relationship is created, and neither party is authorized to bind the other in any way. Consultant further acknowledges Consultant is **not** an employee of PeopleFluent and that Consultant is not entitled to any PeopleFluent employment rights or benefits, such as vacation pay, sick pay, personal days, stock, health insurance, retirement benefits, disability benefits, workers compensation insurance, or unemployment insurance. Consultant agrees to indemnify and hold harmless PeopleFluent and its affiliates from any costs, fees and expenses arising out of or relating to any claim that Consultant is an employee of PeopleFluent.

4. Non-Disclosure.

(a) In the course of providing Services hereunder and at all times thereafter, Consultant will maintain strictly confidential all Confidential Information (as defined below) which Consultant may access, create, or obtain in the course of providing Services hereunder, and the Consultant will not (nor will the Consultant assist any other person to do so), directly or indirectly: (i) reveal, report, publish or disclose such Confidential Information to any person or entity for any reason (other than in the course of performing Services hereunder as expressly authorized by PeopleFluent); (ii) render any services to any person or entity to whom any such Confidential Information, in whole or in part, has been disclosed or is threatened to be disclosed by or at the direction of Consultant; or (iii) use such Confidential Information, except as authorized in writing by PeopleFluent. The foregoing will not apply to the extent the Consultant is required to disclose any Confidential Information by applicable law or legal process so long as the Consultant promptly notifies PeopleFluent of such pending disclosure and consults with the PeopleFluent prior to such disclosure concerning the advisability of seeking a protective order or other means of preserving the confidentiality of the Confidential Information. In the event that Consultant becomes aware of any breach or attempted breach of PeopleFluent Confidential Information, including client information, Consultant shall immediately notify PeopleFluent of such breach or attempted breach and cooperate with PeopleFluent in minimizing the effect of such breach. Consultant represents and warrants that all employees, contractors, subcontractors, agents, and representatives providing the Services to PeopleFluent are bound by confidentiality obligations no less restrictive than those set forth herein. Consultant remains fully liable for its employees, contractors, subcontractors, agents, and representatives compliance with this Agreement.

(b) "Confidential Information" means all information or material not intentionally placed in the public domain by PeopleFluent which relates to any of the products, services or any phase of its operations, business or financial affairs of PeopleFluent or any of its PeopleFluent's affiliates. Confidential Information includes, but is not limited to, the following types of information (whether or not reduced to writing): PeopleFluent's trade secrets, inventions, computer programs and related data and materials, drawings, file data, documentation, diagrams, specifications, know-how, processes, formulas, models, flow charts, software completed or in various stages of development, source codes, object codes, research and development procedures, test results, marketing techniques, materials and development plans, price lists, pricing policies, business plans, client lists, vendor lists, client agreements, vendor agreements, financial information and projections and employee files and other information related to computer programs, human resources and benefits systems and content, hypertext, and expert systems activities. The Consultant also acknowledges that clients and vendors of PeopleFluent furnish to PeopleFluent information concerning their respective employee data, contingent worker data, business affairs, finances, properties, methods of operation or other data which are not public and which are proprietary or confidential. Accordingly, Confidential Information also includes any information described above which PeopleFluent obtains from another party and which PeopleFluent or its affiliates treats and/or has an obligation to treat as confidential or designates as Confidential Information, whether or not owned or developed by the PeopleFluent.

(c) Consultant agrees not to use the confidential information of any third party in the performance of Services hereunder.

(d) Notwithstanding any other provision of this Agreement, pursuant to the Economic Espionage Act of 1996, as amended by the Defend Trade Secrets Act of 2016:

(i) Consultant will not be held criminally or civilly liable under any federal or state trade secret law for any disclosure of a trade secret that: is made: (x) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney; and (y) solely for the purpose of reporting or investigating a suspected violation of law; or is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal.

(ii) If Consultant files a lawsuit for alleged retaliation by the Company for reporting a suspected violation of law, Consultant may disclose the Company's trade secrets to his or her attorney and use the trade secret information in the court proceeding if Consultant: (x) files any document containing the trade secret under seal; and (y) does not disclose the trade secret, except pursuant to court order.

(e) The obligations of this Section 4 shall survive any termination or expiration of this Agreement.

5. Assignment of Rights. The Consultant agrees to disclose in confidence promptly to PeopleFluent any ideas, inventions, works of authorship (including but not limited to computer programs, software and documentation), improvements, developments or discoveries, whether or not patentable or copyrightable, (i) which Consultant made or conceived during the course of providing Services to PeopleFluent; (ii) which resulted from or was suggested by the Consultant's Services to

PeopleFluent; or (iii) which in any way pertain to Services rendered or contemplated by this Agreement (hereinafter known as "Work Product"). The Consultant agrees that all Work Product shall be deemed "works made for hire" owned by and the exclusive property of the PeopleFluent. To the extent that any such Work Product is not deemed to be a "work made for hire," the Consultant hereby transfers and assigns to PeopleFluent all worldwide rights, title and interests in the Work Product, including but not limited to rights of patent, copyright and trade secret, and waives any moral rights or other special rights which he or she may have or accrue therein. The Consultant agrees to execute any documents and take any actions that may be required to effect and confirm such transfer and assignment and waiver. The Consultant agrees that his or her obligation to assign the rights to such Work Product shall survive termination of this Agreement.

6. Warranty. Consultant represents and warrants that (i) s/he has the right and power to perform the Services and enter into this Agreement, and does not have any understanding or agreement with anyone else which restricts his/her ability to perform such services, (ii) s/he has experience in performing the Services and does not require training or supervision by PeopleFluent, and the Services will be performed in a professional and workmanlike manner, (iii) the Services and any deliverables will be of good quality, and that any Services s/he provides and information or materials s/he develops for or discloses to PeopleFluent shall be original works of authorship and shall not in any way be based upon or incorporate confidential or proprietary information derived from any source other than PeopleFluent, unless Consultant is specifically authorized in writing by such source to use such proprietary information in the manner intended and has disclosed this fact, in writing, to PeopleFluent prior to commencing Services, (iv) any results of Services (whether tangible or otherwise) delivered hereunder will not infringe the copyright, patent, trade secret or other proprietary rights of any third party, (v) the performance of the Services will not violate the provisions of any other agreement to which Consultant is a party and (vi) s/he will perform all Services hereunder in accordance with applicable law.

7. Non-Disparagement, Conflict of Interest, Non-Solicitation. Both during the consultancy with the Company and after such ends for whatever reason, Consultant shall not disparage the Company or its affiliates, or make or solicit any comments, statements, or the like to the media or to others (including but not limited to any current or former customers, prospects, partners, competitors, employees, directors or shareholders of the Company or any industry analysts or influencers), regardless of whether such comments, statements, or the like are truthful, through any method or medium (including, without limitation, social media or the internet) that may be considered to be derogatory or detrimental to the good name or business reputation of the Company or any of its affiliates or otherwise take any action whatsoever that could be disruptive to or in any way adversely affect any relationship between the Company (or such affiliates) and such party or parties. The term "disparaging" includes, without limitation, comments or statements to the press or any individual or entity through any method or medium (including, without limitation, social media or the internet) which could adversely affect the conduct of the Company's (or its affiliates') business or the reputation or interests of the Company, its affiliates or its shareholders. Nothing contained in this Agreement is intended to prohibit or restrict Consultant from providing truthful information concerning the consultancy or the Company's business activities to any government, regulatory or self-regulatory agency or as otherwise compelled by law. Consultant further agrees that during the term of this Agreement, Consultant shall not engage in or become interested in (as owner, stockholder, partner, lender, or other investor, director, officer, employee, consultant or otherwise) any competitive activity, which includes any actual or proposed business or activity which involves developing, marketing or otherwise providing products or services which are competitive to the products and/or services provided by PeopleFluent or its affiliates within any geographic area where PeopleFluent or its affiliates market its products and/or services, and includes accepting employment or otherwise providing services to a client of the PeopleFluent or its affiliates, where the same or similar services are offered by PeopleFluent to such client. Consultant further agrees that, while Consultant performs or is to perform Services for PeopleFluent and for a period of one (1) year after the termination of this Agreement, Consultant, on behalf of him or herself or any other person or entity, will not, directly or indirectly, solicit, hire, or attempt to hire any person who is employed by PeopleFluent or its affiliates or otherwise induce or encourage employees of PeopleFluent or its affiliates to terminate their employment with PeopleFluent; and/or solicit or encourage any customer or client of PeopleFluent or its affiliates to engage the services of the Consultant or the services of any person or entity in which the Consultant is a partner, shareholder, director, officer, employee, principal, member, manager, agent, trustee, Consultant or engaged in any other relationship or capacity.

8. Indemnity. Consultant shall defend, indemnify and hold harmless PeopleFluent from and against any and all claims, suits, causes of action, liabilities, losses, damages, costs and expenses (including attorneys' fees and court costs and expenses incurred by PeopleFluent in defending itself against any claim by other parties) ("Losses") that PeopleFluent may suffer or incur arising from or in connection with (i) any breach by Consultant of its representations, warranties and obligations under this Agreement and/or the performance of Services, including, but not limited to, Consultant's obligations under Section 4 above; or (ii) any and all Losses arising out of or related to any action alleging the Services or the results thereof infringe any third party intellectual property right; or (iii) any breach of confidentiality.

9. Limitation of Liability. NOTWITHSTANDING ANYTHING CONTAINED HEREIN TO THE CONTRARY, PEOPLEFLUENT SHALL NOT BE LIABLE TO CONSULTANT, FOR ANY CLAIMS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, FOR ANY SPECIAL, PUNITIVE, INDIRECT, CONSEQUENTIAL, INCIDENTAL OR EXEMPLARY DAMAGES INCLUDING WITHOUT LIMITATION, LOSS OF BUSINESS PROFITS, EVEN IF PEOPLEFLUENT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND REGARDLESS OF THE FORM OF ACTION. IN NO EVENT WILL PEOPLEFLUENT BE LIABLE TO CONSULTANT FOR ANY AMOUNTS IN EXCESS OF THE TOTAL FEES PAID BY PEOPLEFLUENT TO CONSULTANT HEREUNDER DURING THE SIX (6) MONTH PERIOD PRIOR TO THE DATE THE CAUSE OF ACTION AROSE, REGARDLESS OF THE FORM OF ACTION, INCLUDING, WITHOUT LIMITATION, CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY OF RECOVERY.

10. Term of Agreement; Background Checks.

(a) This Agreement shall become effective as of the date first above written and shall remain in effect for so long as Consultant performs Services under this Agreement.

(b) This Agreement is not a guarantee of work. Consultant agrees to undergo a PeopleFluent background check, credit check and/or drug test from the vendor(s) of PeopleFluent's choosing; in the event that the results of such checks are not satisfactory to PeopleFluent, in PeopleFluent's sole discretion, PeopleFluent may terminate this Agreement and any Work Order immediately upon written notice to Consultant with no further obligations to Consultant except any compensation for days worked will be pro-rated based on the daily rate in the Work Order. Either party may terminate this Agreement by written notice to the other party if the other party is in breach of its obligations under this Agreement and fails to cure such breach within five (5) days after written notice thereof (or such longer period as may be agreed by the parties in writing) unless such breach is not curable (or if it is by PeopleFluent for cause), in which case immediate termination shall apply and PeopleFluent and Consultant shall have no further obligations to each other. PeopleFluent may terminate this Agreement and any Work Order for any reason or no reason immediately upon written notice to Consultant with no further obligations to the other except any compensation for days worked will be pro-rated based on the daily rate in the applicable Work Order.

(c) Following the termination of this Agreement, no further Services shall be provided hereunder. Sections 1(c), 3, 4, 5, 6, 7, 8, 9, 11 and 12 shall survive any termination of this Agreement.

11. Enforcement by Injunction. The Consultant acknowledges and agrees that PeopleFluent will be irreparably damaged if the Consultant fails to comply with the provisions of Sections 4, 5, 6 and 7. Accordingly, PeopleFluent shall be entitled to an injunction or any other appropriate decree of specific performance (without the necessity of posting any bond or other security in connection therewith) in case of any breach or threatened breach of the Consultant covenants under Sections 4, 5, 6 and 7. Any such remedy shall not be exclusive and shall be in addition to any other remedy, at law or in equity, which PeopleFluent may have for any breach or threatened breach of Sections 4, 5, 6 and 7 by the Consultant.

12. General.

(a) Consultant shall secure and maintain Worker's Compensation as required by statute and Comprehensive General Liability, Automobile Liability, and Professional Liability insurance of the type and amounts of insurance as may be reasonably required by PeopleFluent and shall deliver to PeopleFluent, upon written request, a certificate issued to PeopleFluent as certificate holder evidence of such coverage.

(b) This Agreement is the entire agreement of the parties, on the subject hereof, and supersedes all previous communications, whether written, verbal, electronic or otherwise. No waiver or modification of its provisions shall be effective without a writing signed by the party against whom such waiver or modification is sought to be enforced.

(c) The invalidity of any provision of this Agreement shall not affect the validity of any other provision hereof. In the event that the terms of any provision hereof are determined by a court of competent jurisdiction to be unenforceable, such provision shall be enforced to the extent that it is legally enforceable.

(d) This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, without reference to its conflict of laws principles.

(e) Consultant agrees that, upon the completion of the provision of Services to PeopleFluent or upon request by PeopleFluent, Consultant will deliver promptly to PeopleFluent all property belonging to, prepared by, purchased by, or held in the custody of PeopleFluent, and Consultant further agrees not to make, retain, or distribute copies thereof.

(f) Consultant shall not assign or subcontract the performance of Services or this Agreement (directly, indirectly, or by operation of law) without PeopleFluent's prior written consent, and any attempt to do so shall be void.

APPENDIX A
WORK ORDER

This Work Order is entered into pursuant to the Consulting Agreement dated [INSERT DATE] between the parties set forth below. This Work Order shall be in all respects subject to the terms and conditions of said Consulting Agreement, which are incorporated herein by reference. In the event of a conflict between the terms of the Consulting Agreement and the terms of the Consulting Agreement shall govern.

DESCRIPTION OF SERVICES AND PROJECT MILESTONES

The Services to be performed by Consultant are as follows:

Title: Revenue Accountant

Job Description:

This Revenue Account reports directly to the Revenue Operations Manager. The primary job responsibilities include administration of customer contracts, sales orders, invoicing and reporting. For designated business lines, the role will own a number of important processes, including: the performance of sales order entry, invoicing, contract or deal analysis, and reporting.

Primary Duties:

- Contract review and analysis for revenue impact
- Sales order entry in NetSuite with completion of customer invoicing, billing, and revenue schedules for designated business lines
- Creation of contract/ sales order memos and checklists for review by Revenue Operations Manager
- Investigation and resolution of deal or billing issues with the sales organization, inside legal team and Revenue Operations Manager to ensure transactions are recorded in accordance with the Company's policy and contractual terms
- Assistance with the creation of various quarterly analyses and entries as part of the monthly close process
- Assistance with various finance initiatives as part of annual goals process related to continued improvement around all business and accounting processes

LOCATION OF PERFORMANCE

The Services are to be performed at the following location(s):

Waltham Office: 300 Fifth Avenue, Waltham, MA 02451

TIMING OF PERFORMANCE

The Services are to be performed within the following time frame:

July 2017 – 11/15/2017

COMPENSATION

Consultant will be compensated for the performance of Services as follows:

Straight Time Hourly Bill Rate: \$35.00

Overtime Hourly Bill Rate: \$52.50

OTHER

Other terms and conditions applicable to the Services described by this Work Order are as follows:

PeopleFluent will issue you a Company computer and possibly other devices and you will conduct all PeopleFluent business only using that computer and any other PeopleFluent devices issued to you.

PEOPLEFLUENT, INC.
("PeopleFluent")

CONSULTANT: _____

By:
Name: _____

Name: _____

Title: _____

Date: _____

Date: _____

PeopleFluent Purchase Order # _____

Please Scan or Fax this completed work order to HR at 781-996-3078 or
hr@peoplefluent.com