

**SUPPLIER AGREEMENT**

This AGREEMENT made effective as of the \_ day of , **20** between **KYYBA INC.,** (hereinafter **"Vendor")** with offices at 28230 Orchard Lake Road, #130, Farmington Hills, MI 48334 and (hereinafter **"Supplier")** with offices at

, whose Federal Tax ID No. is

**WHEREAS** Vendor's business is locating technical services personnel for various clients, including the client (hereinafter "Client") listed in any Purchase Order (Exhibit A) executed by Vendor and Supplier and attached to this Agreement, to provide technical services to Client according to the Client's specifications; and

**WHEREAS** Supplier agrees that Vendor will spend substantial resources and time evaluating, qualifying, proposing and/or providing Supplier's technical services personnel to Client, and that Vendor was selected by Client to provide such personnel to Client at the Client locations listed in any attached Purchase Order; and

**WHEREAS** Supplier is in a similar business and desires to join efforts with Vendor for the purpose of providing qualified candidates for the Client of Vendor; and

**WHEREAS** Vendor and Supplier wish to enter into an Agreement pursuant to which Supplier will introduce technical services personnel candidates to Vendor and Vendor may submit said technical services personnel to provide their services to Client.

**NOW THEREFORE,** in consideration of the mutual promises and covenants, the parties agree as follows:

1. **DIRECT CONTACTS** The Supplier agrees that it will not communicate in any fashion with the Client's technical or administrative (including contracting, procurement, human resources, etc.) personnel concerning any effort to provide technical services to Client by any of Supplier's technical services personnel except that Supplier's techn ical services personnel may communicate with the Client concerning those technical services already being performed by Supplier through Vendor under this Agreement. Supplier will communicate directly and exclusively through Vendor in regard to any additional services not already being performed by Supplier under this Agreement.
2. **BILLING AND PAYMENT** If Supplier's candidates are selected by Client to provide services, Supplier will be compensated by Vendor in accordance with a Purchase Order (Exhibit A) to be attached hereto for each individual who provides such services through Vendor. Vendor will submit compensation to Supplier in the form of monthly payments based on the billable hours approved by Client in writing on timesheets submitted by Supplier's technical services personnel. Vendor shall pay Supplier within five

(5) days of receipt of payment from the client, for the services of Supplier's technical services personnel.

A billable hour shall be defined as any hour the Supplier's technical services personnel has worked at the Client site that is recorded on Vendor's timesheet and has been approved by an authorized representative of the Client countersigning the timesheet. The periods for reporting hours are the 1st through the last business day of the month. The Supplier must fax the timesheet to the Vendor no later than 10:00 am on the first business day following the end of each period indicated above.

Vendor Initial Supplier Employee Initial

28230 Orchard Lake Road, Suite 130, Farmington Hills, MI 48334

Tel: (248) 813-9665 Fax: (248) 813-9668 [Email: info@Kyyba.com](mailto:info@Kyyba.com) Website: [www.Kyyba.com](http://www.kyyba.com/)

This signed timesheet should be accompanied by an invoice reflecting the number of client approved billable hours worked during each period. Should Supplier be required to complete a Client timesheet along with Vendor's timesheet, the Supplier must ensure that the same information is on both documents. This is critical information for Client billing and Vendor's payment to Supplier.

1. **WARRANTY OF SERVICES** Vendor shall submit Supplier's technical services personnel to Client according to the qualifications, experiences, and project requirements of the Client. It is within the Vendor’s discretion whether to propose such personnel to Client. The work to be performed by the technical services personnel providing services under this Agreement shall be set forth by Client and stated in a Purchase Order (or similar form). If Client chooses to terminate the services of Supplier's personnel for any reason, including but not limited to unsatisfactory performance, Supplier will be compensated only for services approved and paid for by Client.
2. **CONFIDENTIALITY Supplier** and its technical services personnel agree not to disclose to any third party information relating to Vendor, its agents, or its clients, if such information could reasonably be construed as confidential. For the purpose of this paragraph, Confidential information includes, but is not limited to, the identity, prior requirements, and present or future particular needs, of Vendor or Vendor's Clients, the identity of and background information about management personnel of Vendor's Clients; information regarding the existence of and details about any openings for which a candidate may be proposed or interviewed or has learned about through such interviews, the identification of Vendor's Clients in regard to openings; profit margins, pricing policies and practices, in general and as to particular Clients; sales and marketing techniques, history, data forecasts and material, in general and as to particular Clients; development plans, personnel training techniques and materials; information which relates to Vendor's or Vendor's Clients' actual or anticipated products, software, research inventions, processes, techniques, designs or other technical data; and any other proprietary information belonging to Vendor or Vendor's Clients. The Supplier and Supplier's technical services personnel must not disclose his/her rate of compensation to any other Vendor employee or consultant or any Client employee or other consultant on the same client site or any other Vendor Client site.
3. **NON-SOLICITATION OF PERSONNEL OR CLIENTS**
   1. During the term of this Agreement and for a period of twenty four months after its termination:
      1. Vendor agrees that it will not hire or solicit for hire any of Supplier's technical services personnel who was performing services through Vendor for Client pursuant to this Agreement or any other Supplier personnel about whom Vendor received information or to whom it was introduced as the direct result of any services performed pursuant to this Agreement. In case of dispute between the Supplier and Supplier's personnel, Vendor reserves the right to hire the Supplier's personnel.

(**i**) Supplier agrees that it will not hire or solicit for hire any of Vendor's personnel, consultants, or any Client personnel about whom it has received information or to whom it was introduced as the direct result of any services performed pursuant to this Agreement.

* 1. During the term of Supplier's performance of services for a Client on behalf of Vendor and for twenty four months after the termination of the performance of such services, Supplier agrees that it will not, at a restricted location as set forth in paragraph

(E) below, provide or attempt to provide (or advise others of the opportunity to provide) other than through Vendor, directly or indirectly, any services to any Client to which Supplier is providing or has provided services through Vendor. The parties recognize that there may be occasions after the termination of this Agreement in which Supplier is contacted to supply technical services personnel directly or indirectly to Client. These occasions include, but are not limited to the following: (1) Client requests candidates directly from Supplier; (2) requests from other vendors to Client for candidates from Supplier to perform services for Client; or (3) addition of Supplier to the Client's "vendor list" (hereinafter "New Eligibility Occasions"). Supplier agrees that, even though a New Eligibility Occasion may arise, it will refuse any request to assign any of its technical services personnel to provide services for Client, directly or indirectly in a restricted location, during the restricted period; provided, however, that Supplier may comply with such a request by supplying its technical services personnel through Vendor.

* 1. For the purposes of this Paragraph 5, the term "Client" includes any customers, contractors, subcontractors, or clients of the Client for whom Supplier's personnel performed services or for whom Vendor proposed that Supplier would perform services in a restricted location during the restricted time period under this Agreement.
  2. The "restricted period" shall begin on the later of the date of the last performance of services or the date of the last proposal submitted by Vendor to Client. The Restricted period shall end on the latest of the following dates: (1) twenty four months from the date on which any technical services personnel last performed services for Client under this Agreement; (2) twenty four months from the date on which Vendor last proposed a particular individual to Client; or (3) twenty four months from the date on which an interview with Client arranged by Vendor took place.
  3. The "restricted location" shall be any Client facility located within a 25-mile radius of the Client facility at which or for which Supplier's personnel last performed services, was assigned to perform services, or was introduced to or interviewed by the Client to perform services.

1. **NOTICE OF TERMINATION**

Neither Supplier nor Supplier Personnel performing work hereunder shall have the right to terminate any active Job Requisition without Vendor’s prior written approval. Discontinuance of services absent such approval shall result in forfeiture of any outstanding fees relating to the Supplier Personnel at issue owed by Vendor to the Supplier. The provisions in paragraphs 4, 5, and 15 shall survive the termination of this Agreement.

1. **INSURANCE** Before providing services, Supplier will obtain for itself and its personnel at its own expense, comprehensive General Liability (GL) insurance coverage for projects covered by this Agreement, for limits of liability not less than

$5,000,000.00 and, if available under state law, worker's compensation coverage with limits of not less than $5,000,000.00, automobile liability not less than $5,000,000.00 per accident, Comprehensive Professional Liability insurance for errors and omissions with limits of not less than $5,000,000.00 per occurrence, Fidelity and computer crime insurance not less than

$2,000,000.00 per occurrence and will name Vendor as Additional Insured and provide a copy of the binder, the policy or a certificate of insurance to Vendor upon request.

1. **LIABILITY** Because of the independent status of Supplier, it is solely and completely accountable for the services it provides to the Client. Neither Vendor nor the Client, nor any of Client's contractors, subcontractors, Customers or Clients, shall have any liability whatsoever to any party for such services provided by Supplier or its personnel. Vendor will not indemnify Supplier for any liability incurred by Supplier, or its technical service personnel. Although Vendor will act in good faith to describe the task requirements set forth by the Client, Vendor has no right to control any aspect of the project on which Supplier will be work ing. Moreover, Supplier and/or its technical services personnel will have the opportunity to discuss task requirements directly with the Client prior to acceptance of the project offered by the Client. Supplier, therefore, releases Vendor from any liability relating to representations about the task requirements or to the conditions under which Supplier will be working. Supplier shall indemnify Vendor if Supplier causes Vendor to breach its agreement with the Client. Supplier also agrees to release Vendor from any liability for statements made by Vendor, without malice, to third parties who may inquire about Supplier'sperformance.
2. **EXPENSES** No travel, living, and/or entertainment costs will be paid by Vendor. Whether the Client for whom Supplier is performing services will pay any such costs is a matter between Supplier and the Client. Supplier should include in its invoice any reimbursable expenses authorized by the Client in accordance with industry practice. Vendor will not pay for or provide training, tools, equipment or other materials to Supplier. Supplier's invoiced hours will include no time spent in formal training and Supplier represents that it is not being provided such formal training by Vendor, the Client or anyone acting on behalf of Vendor or Client.
3. **EMPLOYEES** Supplier agrees that any technical services personnel provided by Supplier are employees of Supplier and are not employees of Vendor or Client; that Supplier at all times retains the primary control over its personnel, including th e right to recruit, qualify, hire, terminate, set compensation and benefits, establish codes of conduct, monitor, discipline, establish minimum or maximum work hours and other conditions of work; that Supplier's personnel will not be entitled to any rights,

benefits or privileges provided by Vendor or Client to its own employees; that neither Vendor nor Client will be liable for payments

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of employment taxes, worker's compensation, previous sponsorship/visa fees, or other benefits provided to Supplier's personnel, and that Supplier is responsible for these matters and for paying/withholding FICA, FUTA, FIT and similar taxes with respect to its Employees; that Supplier's personnel will abide by the confidentiality and restrictive covenant provisions of this Agreement; and that Supplier will advise its personnel and obtain their agreement to the foregoing in writing prior to the commencement of their services hereunder through execution of the Agreement for Supplier's Employee (attached as Exhibit B hereto).

Supplier shall indemnify and hold harmless Vendor from all damages, costs and expenses resulting from any claims by Supplier's personnel that such personnel for benefits and/or are covered by the Client's or Vendor's employee benefit plans.

1. **COMPLIANCE WITH LAWS ON USE OF ALIEN WORKERS** If applicable, for each employee provided by the Supplier to Vendor, Supplier agrees and warrants that it will comply with all laws related to work being performed by alien workers in the United States including, but not limited to, the following:
   1. Supplier is a United States of America ("USA") corporation. Supplier's technical services personnel will be employees of such corporation, and such corporation will be their employer. Accordingly, the personnel will be on the payroll of such corporation, that maintains copies in the USA of all payroll, wage and hour, and similar records required by the United States Department of Labor.
   2. Supplier's sponsored employee must have a valid H-1B visa based on a Labor Condition Application ("LCA") validly filed and maintained by Supplier. For all work performed in the USA, Supplier's sponsored technical services personnel will be paid the higher of the actual or prevailing wage in accordance with the LCA for such work in the locality where the work is being performed. Supplier represents that such wage will be properly stated on the LCA required to be filed with the Department of Labor for such employee, and such wage does not and will not include the value of any non-cash or in-kind benefits such as apartment or auto rentals, or any amounts reimbursed to the employee as per diem expenses, or the value of any other such fringe benefits. For each employee under this Agreement, Supplier will provide a copy of the LCA to Vendor.
   3. Supplier represents that it is responsible for and in control of the payment of wages to its employee(s) under this Agreement, and that all required federal, state and local taxes, whether income, employment, excise or of any other type, will be paid by Supplier as the employer of all personnel under this Agreement. In the event that Vendor is requested to make payments directly to any entity other than Supplier, which shall be in the sole discretion of Vendor, and if such entity is not a USA corporation, then Supplier shall ensure that such entity has filed with federal, state and local authorities all documentation and statements required for such entity to receive payments from Vendor without any back-up or other withholding by Vendor from such payments, and Supplier will provide Vendor with copies of such documentation and statements (e.g., IRS Form 4224).
   4. Supplier agrees that Vendor may require the technical services personnel provided pursuant to this Agreement to execute such forms as Vendor may request to confirm the representations in this Agreement, including INS Form 1-9.
   5. Supplier agrees that any breach of the above provisions in paragraphs A through D shall constitute a material breach of this Agreement with Vendor.
2. **ASSIGNMENT** Neither party may assign or otherwise transfer this Agreement or any interest hereunder to any third party without the prior written consent of the other party. This Agreement shall be binding upon and inure to the benefit of heirs, successors, assigns, and delegates of the parties hereto.
3. **NOTICES** Any requirement to "notify" or for "notice" or "notification" in connection with the subject matter of this Agreement shall be in writing and shall be effective either when delivered personally to the party for whom intended, or five

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(5) days following the deposit of the same into the United States mail, certified mail, return receipt requested, addressed t o such party at the address set forth on page 1 of this Agreement. Either party may designate a different address by notice to the other given in accordance herewith.

1. **SEVERABILITY** If any term or provision of this Agreement shall be found by a court of competent jurisdiction to be illegal or otherwise unenforceable, the same shall not invalidate the whole of this Agreement, but such term or provision shall be deemed modified to the extent necessary in the court's opinion to render such term or provision enforceable, and the rights and obligations of the parties shall be construed and enforced accordingly, preserving to the fullest permissible extent the intent and agreements of the parties herein set forth.
2. **RIGHTS TO OWNERSHIP OF DOCUMENTATION** Supplier and Vendor hereby agree that all material, documentation and other tangible expressions of information including but not limited to software programs and software documentation, technical data or marketing data as applicable, whether in final production or draft, which result from any work pe rformed by Vendor or Supplier for the Client, shall be deemed to be works made for hire and all rights, title and interest shall belong exclusively to Client unless other arrangements have been agreed to by all parties in writing.
3. **COMPLETE AGREEMENT AND AMENDMENT** This Agreement and any written Purchase Orders, Addendums or Exhibits executed hereunder, contain the entire agreement between the parties hereto with respect to the matters covered herein. Supplier acknowledges that it is entering into this Agreement solely on the basis of the agreements and representations contained herein. This Agreement shall not be modified in any way except as agreed to in writing and signed by both parties and stating expressly that it constitutes a modification of this Agreement.
4. **LAW** The internal laws of the State of Michigan shall govern this Agreement, without regard to its conflict of law rules, and any lawsuits pertaining to this Agreement or the services provided hereunder shall be decided in the federal or state co urts in the State of Michigan. Supplier hereby consents to the exercise of jurisdiction over it by such courts.
5. **BREACH** Since monetary damages are difficult to ascertain and are likely to be inadequate to compensate either party in the case of any breach of this Agreement by the other party, the parties agree that either party shall be entitled to injunctive relief (both temporary and permanent) for any breach or proposed breach of this Agreement. In addition, the party who is found to have breached this Agreement shall be liable for any damages, costs and fees incurred by the other non-breaching party and relating to such breach. Each party also agrees to indemnify and hold harmless the other for any and all losses, costs and other liabilities incurred, including costs and fees, relating to any breach of the obligations set forth herein.

**For and on behalf of: For and on behalf of:**

**KYYBA INC.:** Supplier Name:

**By: By:**

**Name: Name:**

**Title: Title:**

**Date : Date:**

**PURCHASE ORDER**

# Exhibit A

## In accordance with the Supplier Agreement signed between the undersigned parties on , it is agreed as follows:

1. Supplier, , with Federal ID number (EIN) **#** , and office address at , is contracted to perform

work for (“Client”), beginning and terminating on the “end date” of

(“minimum time requirement”) at a rate of **$** per hour (“Supplier’s rate”). Supplier agrees that in the event the commencement date is postponed, Vendor will inform Supplier immediately and Supplier's technical services personnel agrees that he/she will commence performing services on the revised commencement date as determined by the Client. As stated in Section 6 of the Supplier Agreement, the Client may terminate this contract at any time if for any reason the services of the Supplier are no longer desired.

1. Unless otherwise notified, when the minimum time requirement has elapsed, this Purchase Order shall be deemed to have been extended beyond the original "end date" on a month-to-month basis to a new "end date" on the same terms and conditions stated herein and in the Supplier Agreement referenced above, until such time as the above-mentioned project is completed or Supplier provides 30 days prior written notice of a refusal to extend this Purchase Order. For the purposes of this Purchase Order, “month- to-month” means the period beginning on the next calendar date immediately after the previous “end date” and terminating on the same calendar date of the next month (or, if there is no such date, the closest date thereto in the month), which is the new “end date”. Supplier’s 30 day written notice shall commence on the actual calendar date that it is received and 30 days thereafter shall be the new “end date”. The purpose of this paragraph is not to extend the end date indefinitely and create a continuous relationship, but is instead to cover situations where the original estimates for project completion require adjustment. Supplier agrees that it will not seek to increase its rate for any services that may be provided to this Client during the first 12 months under this Agreement. Should completion of this project extend beyond 12 months, any rate increases thereafter are dependent upon increases made by the Client.
2. Supplier shall submit a timesheet signed by an authorized Client official verifying the number of hours of consulting services provided by Supplier to the Client. Signed timesheets are to be faxed to the Vendor no later than 10:00 am the following day after the end of each payment period. At the same time, Supplier will submit an invoice to Vendor for Supplier’s services to the Client for those hours verified by the signed timesheet. No payments will be made to Supplier without such invoices andtimesheets.

Payment will be made within 5 daysof receipt of payment from the client.

1. Supplier and the Client will discuss the hours and location where the work is to be performed and Vendor shall not be involved.
2. Supplier agrees to complete the project and produce the end result required by the Client.
3. Supplier’s rate is confidential between Supplier and Vendor and shall not be divulged to any other party, including the Client.
4. The following personnel of Supplier who will work on this project have been informed and understand their obligations under this Purchase Order and the Supplier Agreement:

8.

Name: Date: Name: Date:

9. The undersigned have read, understands, and agrees to the terms and conditions herein.

|  |  |
| --- | --- |
| **KYYBA INC.:** | **Supplier Name :** |
| **By:** | **By:** |
| **Name:** | **Name:** |
| **Title:** | **Title:** |
| **Date :** | **Date:** |

Vendor Initial Supplier Initial

**AGREEMENT OF SUPPLIER'S EMPLOYEE**

# EXHIBIT B

In accordance with a Supplier Agreement dated , signed between **KYYBA INC. (“Vendor”)** and

**(hereinafter "Supplier")** under which Supplier has agreed to provide its technical services personnel on a case-by-case basis to perform services for Vendor's clients **(“Clients”)**, this Exhibit B applies to employee **(hereinafter "Supplier Employee" or "Employee")**, with **SSN #** , who agrees as follows in consideration for Vendor's providing information to Employee and an opportunity to provide services to Client or Vendor's introduction of Employee to Client for an interview about the opportunity to provide services.

1. **NONSOLICITATION OF PERSONNEL OR CLIENTS**
   1. During the term of Supplier Employee's performance of services for a Client on behalf of Vendor and for twenty four months after the termination of the performance of such services, Supplier Employee agrees that he/she will not, within the restricted area as set forth in subparagraph (C) below, (i) provide or attempt to provide (or advise others of the opportunity to provide) other than through Vendor, directly or indirectly, any services to any Client to which Supplier Employee is providing or has provided services through Vendor, or (ii) retain or attempt to retain, directly or indirectly for himself/herself or for another party, the services of another one of Vendor's employees or contractors to which Supplier Employee has been introduced or about which Supplier Employee has received information either through Vendor or through any Client for which Supplier Employee has performed services through Vendor.
   2. In the event Supplier Employee does not perform services for a Client, but performs services through Vendor or through Supplier pursuant to its Supplier Agreement with Vendor, or its discussions with Vendor, or the Supplier Employee has been introduced to or interviewed with, or received information about any Client in connection with the pursuit of a potential opportunity to provide services for that Client, then for twenty four months from the date of such introduction or interview or receipt of such information or from the date of any continuing communications, negotiations or similar follow-up to such introduction or interview or receipt of information (whichever is later), Supplier Employee agrees that he/she will not, within the restricted area as set forth in subparagraph (C) below, (i) provide or attempt to provide (or advise others of the opportunity to provide) other than through Vendor, directly or indirectly, any services to any such Client to which he/she was introduced or with which he/she interviewed or about which he/she received information in the manner stated above, or (ii) retain or attempt to retain, directly or indirectly for himself/herself or for another party, the services of another one of Vendor's employees or contractors to which Supplier Employee has been introduced or about which Supplier Employee has received information either through Vendor or through any Client which Supplier Employee has been introduced to or interviewed with or received information about through Vendor or through Supplier pursuant to its Supplier Agreement with Vendor or discussions with Vendor.
   3. For the purposes of this paragraph 1, the "restricted area" is a 50-mile radius of any Client location at which Employee provided services, was introduced to the Client, or interviewed to provide services, or at which was located the work about which Employee was given information, or at which Employee was assigned to work or was offered an opportunity to work. For purposes of this paragraph 1, the term "Client" includes any affiliates, customers and clients of the Client. This paragraph may be waived only on a case-by-case basis in writing by an executive officer of Vendor, in its sole discretion, prior to Supplier Employee taking the action for which the waiver is sought.

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1. **REPRESENTATIONS** Supplier Employee acknowledges that information provided by him/her (including, but not limited to, resume, interview, references, etc.) in consideration for providing services to or on behalf of the Client is true to the best of Supplier Employee's knowledge and that he/she is not restricted by any employment or other agreement from providing services to Vendor's Client and understands that any misstatements or lack of candor by Supplier Employee of his/her qualifications or availability may be grounds for immediate termination of services by Vendor or by the Client.
2. **NONDISCLOSURE OF CONFIDENTIAL INFORMATION** Supplier Employee will not disclose to any third party, without the prior written consent of Vendor or Client, any information relating to the business of Vendor, the Client, the customers and clients of the Client, or other Vendors, Suppliers, or Employees, if such information could reasonably be construed as confidential and was obtained in the course of Supplier’s Employees providing services to Client, interviewing with Vendor or Client, or contracting with Supplier. For the purpose of this paragraph, Confidential information includes, but is not limited to, the identity, prior requirements, and present or future particular needs, of Vendor or Vendor’s Clients, the identity of and background information about management personnel of Vendor’s Clients; information regarding the existence of and details about any openings for which a candidate may be proposed or interviewed or has learned about through such interviews, the identification of Vendor’s Clients in regard to openings; profit margins, pricing policies and practices, in general and as to particular Clients; sales and marketing techniques, history, data forecasts and material, in general and as to particular Clients; development plans, personnel training techniques and materials; information which relates to Vendor or Vendor’s Clients’ actual or anticipated products, software, research inventions, processes, techniques,

designs or other technical data; and any other proprietary information belonging to Vendor or Vendor’s Clients. Employee

further agrees he/she will not reproduce in any way, divulge, or remove from the premises of Vendor, any Client, or the customers and clients 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 Vendor, the Client, or the customers or clients of the Client. Supplier Employee also will not disclose to any Vendor Employee, Contractor, Client, Customer or Client of the Client his/her rate of compensation.

1. **BENEFITS** Supplier Employee hereby confirms of being advised by Supplier and agrees that neither Supplier nor any of its personnel is an employee of Vendor or the Client or is entitled to any benefits provided or rights guaranteed by Vendor 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. Furthermore, Supplier Employee hereby waives any claim to the same to above-mentioned benefits or rights to the full extent permitted by law, even if it should be determined that he/she is an employee of Vendor or Client for any purpose. It is understood and agreed that since the Supplier Employee is an employee of Supplier, Vendor will make no deductions from fees paid to Supplier for any federal or state taxes or FICA relating to Supplier Employee, and Vendor and the Client have no obligation to provide Worker's Compensation coverage for Supplier Employee or to make any premium "overtime" payments. It is agreed that it is the Supplier's responsibility to provide Worker's Compensation and, if applicable, pay any premium "overtime" rate, for its employees who work on the project covered by this Agreement and to make required FICA, FUTA, income tax withholding or other payments related to such employees, (and to provide Vendor with suitable evidence of the same whenever requested). In the event of any claims brought or threatened by any party against Vendor or the Client relating to the status, acts or omissions of Supplier or Supplier Employee, Supplier Employee agrees to cooperate in all reasonable respects, including to support the assertions of employment status made in this Agreement.
2. **SURVIVAL OF CERTAIN PROVISIONS** The provisions in paragraphs 1, 3, 4 and 6 shall survive the termination of this Agreement of Supplier’s Employee.

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1. **OWNERSHIP OF INTELLECTUAL PROPERTY, ETC.** Supplier Employee agrees that, pursuant to the 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 Supplier Employee in the course of or related to providing services

to the Client shall be treated as if it were "work for hire" for the client, and (b) Supplier Employee will immediately disclose to Vendor and the Client all discoveries, inventions, enhancements, improvements and similar creations (collectively, "creations") made, in whole or in part, by Supplier Employee in the course of or related to providing services to the Client. All ownership and control of the above materials and creations, including any copyright, patent rights and all other intellectual property rights therein, shall rest exclusively with the Client, and Supplier Employee hereby assigns to the Client all right, title and interest that Supplier Employee may have in such materials and creations to the Client, without any additional compensation and free of all liens and encumbrances of any type. Employee affirms that the compensation it has negotiated for the services performed under this Agreement includes payment for assigning such rights to the Client. Supplier Employee agrees to execute any documents required by the Client to register its rights and to implement the provisions herein.

1. **INDEMNIFICATION** Supplier Employee agrees to indemnify and hold harmless Vendor for any and all loss, costs and other liability incurred or threatened, including attorney's fees, related to violations of the obligations set forth in this Agreement of Supplier’s Employee.
2. **SEVERABILITY** If any term or provision of this Agreement of Supplier’s Employee shall be found by a court of competent jurisdiction to be illegal or otherwise unenforceable, the same shall not invalidate the whole of this Agreement of Supplier’s Employee, but such term or provision shall be deemed modified to the extent necessary in the court's opinion to render such term or provision enforceable, and the rights and obligations of the parties shall be construed and enforced accordingly, preserving to the fullest permissible extent the intent and agreements of the parties set forth herein.
3. **LAW** This Agreement of Supplier’s Employee shall be governed by the internal laws of the state of without regard to its conflict of law rules, regardless of where the work is performed. Employee agrees to the exercise of personal jurisdiction over him/her by the courts in thestate of to the full extent permitted by law.
4. **ACKNOWLEDGEMENT** As an Employee of the Supplier who will work on this project, I have been informed by Supplier of, and understand and agree to, my obligations hereunder.

Name: Atul Sharma Date: 26/September/2019

Vendor Initial Supplier Employee Initial