

**EXHIBIT B**  
**PERSONNEL AGREEMENT**

This Personnel Agreement (this "Agreement") is entered into as of 11/06/2019, by and between Puspa Khanal ("Consultant") residing at 11 Fresh Meadow dr Lancaster PA and Apetan Consulting, LLC.  
17603

**1. SUBCONTRACTOR AGREEMENT - CONSULTING SERVICES**

a. Consultant is an employee or potential employee of Intelycore LLC. ("Subcontractor"). Subcontractor has agreed to provide certain services (the "Services"), including the services of Consultant, to client and/or clients of Apetan Consulting, LLC ("Client") pursuant to the Apetan Consulting, LLC Subcontractor Services Agreement dated as of 11/06/2019, (the "Subcontractor Agreement"), and Consultant has been informed of the scope and nature of such Services and agrees to this Agreement in consideration for being considered to perform some or all of such Services.

b. Consultant represents and warrants that the performance of Consultant's Services for Client under the Subcontractor Agreement do not, and will not, breach or conflict with any obligation of Consultant to a previous employer, client or other party or any obligation to keep confidential any information acquired by Consultant prior to the date hereof. Consultant further agrees not to make use of any third party intellectual property, proprietary information, ideas or material in connection with Subcontractor's engagement with Apetan Consulting, LLC.

c. Consultant understands and agrees that he or she is solely the employee of Subcontractor, and Consultant shall not, in any event, be deemed to be an employee of Client, Apetan Consulting, LLC or their respective affiliates or be entitled to participate in any employee benefit programs or fringe benefits which may be offered by Client, Apetan Consulting, LLC and their respective affiliates.

d. Consultant agrees to not disclose Consultant's rate of pay to any third party, including, but not limited to, any Client, customer or co-worker. Any such disclosure may result in Consultant's immediate termination.

e. Consultant represents and warrants that all information provided by Consultant to Subcontractor, Apetan Consulting, LLC and/or Client, including, but not limited to, resumes, interviews and references, is complete, true and correct in all respects.

**2. CONFIDENTIAL INFORMATION/INTELLECTUAL PROPERTY**

a. Consultant acknowledges that in the course of Subcontractor's engagement by Apetan Consulting, LLC, Consultant may be provided with, or have access to, Confidential Information belonging to Apetan Consulting, LLC, Client or other parties. "Confidential Information" means any and all information which any party may consider proprietary or otherwise wish to keep confidential, including, but not limited to, business plans, marketing strategies, customer lists, computer programs, schematics, source code, object code, cost or profit figures and projections, credit information, current, future or proposed products or services, plans and technology, business forecasts, financial records, accounting records, litigation documents and procurement requirements and technical information included in, or on, tracings, flow charts, software program code, drawings, field notes, calculations, specifications and engineering data. Consultant agrees to hold in strict confidence all Confidential

a. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes any prior and contemporaneous agreements, negotiations, correspondence, undertakings and communications of the parties, oral or written, with respect to the subject matter hereof. If any provision of this Agreement is held to be invalid or unenforceable, such invalidity or unenforceability shall not affect or impair the validity or enforceability of the remaining provisions of this Agreement.

b. Consultant may not without the express written permission of Apetan Consulting, LLC assign, subcontract work or pledge any rights or obligations hereunder. No amendment or modification of this Agreement shall be valid unless evidenced by a written instrument executed by the parties hereto. No waiver by Apetan Consulting, LLC of any provision or condition of this Agreement shall be deemed a waiver of any similar or dissimilar provision or condition at the same time or any prior or subsequent time.

c. This Agreement shall be governed by and construed in accordance with the laws of the State of NJ, without regard to its conflict of law's provisions.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above.

**Consultant**

By:   
Signature

Printed Name: Puspa Khanal

SSN# 884-85-1507

Date: 11/11/2019

**Apetan Consulting, LLC**

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

Printed Name:

Title