

INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contractor Agreement (this "Agreement") is made effective as of _____ (Date) by and between Crescentia Global Talent Solutions, LLC, (the "Company"), of 188 North 100 West Bountiful, Utah 84010, and _____ (the "Contractor"), of _____ (Address). In this Agreement, the party who is contracting to receive the services shall be referred to as "Company," and the party who will be providing the services shall be referred to as "Contractor."

1. SERVICES. Company will engage Contractor on a non-exclusive basis for Contractor to provide the following services (collectively, the "Services"): HR Consultation services such as HR administration setup, audit of payroll and/or company benefits as requested from time to time by Company. Furthermore, the Contractor agrees to abide by the standards and guidelines set by the Company in connection how the Contractor will perform the services. Contractor will promote and protect the best interest of the Company in performance of the Services. Contractor agrees to fully cooperate with the Company in connection with the Services that the Company requests Contractor perform. At Company's request Contractor will provide reasonable reports and updates on the Services it is performing for the Company. **Contractor may not put forth any offers of employment without Company's express written approval.**

2. PAYMENT FOR SERVICES. Company will pay compensation to Contractor for the Services determined during the consultation session with the client. The Service rate will be reviewed periodically based on Service quality, scope, and complexity. Contractor will be paid net 45 days after receipt of their invoice.

No other fees and/or expenses will be paid to Contractor, unless such fees and/or expenses have been approved in advance in writing by the appropriate Company executive. Contractor shall be solely responsible for any and all taxes, Social Security contributions or payments, disability insurance, unemployment taxes, and other payroll type taxes applicable to such compensation. The Contractor has the right of control over the method of payment for services.

3. TERM/TERMINATION. This Agreement is "at will," and may be terminated at any time by either party without cause, although each party is required to provide at least ten business days (10) day's written notice to the other party.

4. RELATIONSHIP OF PARTIES. It is understood by the parties that Contractor is an independent contractor with respect to Company, and not an employee of the Company. Company will not provide fringe benefits, including health insurance benefits, paid vacation, or any other employee benefit, for the benefit of the Contractor. Contractor does not have, nor shall it hold itself out as having, any right, power or authority to create any contract or obligation, either express or implied, on behalf of, in the name of, or binding on the Company, unless consented to by the Company in writing.

5. OWNERSHIP OF SOCIAL MEDIA CONTACTS. Any social media contacts, including "followers" or "contacts," that are acquired through accounts (including, but not limited to email

addresses, GitHub, LinkedIn, or other social media networks) used or created on behalf of Company are the property of the Company. However, the Company will not request the Contractor to delete or remove any such connections from their own personal social media accounts upon termination of this agreement. The Company just requires such contacts, when made during the course of rendering Services, be provided to Company for the purposes of performing Company's business activities. After the contract is terminated, Contractor should, in good faith, forward any subsequent communications to the Company from candidates engaged during the course of rendering services for the Company.

6. OTHER COVENANTS OF CONTRACTOR.

A. From time to time the Company may authorize the Contractor to use symbols, Company produced materials, drawing, records and other material and other information prepared by or for Company ("Company Material"). Contractor acknowledges and agrees that all Company Material will remain the sole property of the Company. Contractor's use of Company Material does not give Contractor any interest in the Company Material. To the extent any of the Company Material is in tangible form then such Company Material shall be returned to the Company upon termination of this Agreement. Upon termination of this Agreement Contractor agrees to remove any such Company Material from its records, whether tangible or electronic, and it agrees to not use Company Materials in any manner whatsoever after the termination of this agreement. At Company's request Contractor shall place on Company Material that Contractor disseminates to third-parties such trademarks and copyright identification. Contractor will not reproduce, distribute, display publicly any Company Material, alone or in combination with any material prepared by Contractor, without the Company's written permission. Contractor agrees and covenants that Company shall have the sole and absolute control, approval and discretion over the design, colors, presentation, depiction and exhibition of anything related to the Company.

B. Contractor agrees that during the term hereof and for a period of two (2) years after the termination of this Agreement, not to (1) actively solicit any employee or agent of the Company, and (2) induce or attempt to induce any customer, supplier, licensee or other individual or organization having a business relationship with Company to cease or alter its relationship with the Company or in any other way interfere with the relationships Company has with any person or organization.

C. Contractor agrees and warrants that the covenants contained herein are reasonable, that valid consideration has been and will be received therefor and that the agreements set forth herein are the result of arms-length negotiations. Contractor recognizes that the provisions of this Section 6 are vitally important to the continuing welfare of the Company and that money damages constitute a totally inadequate remedy for any violation hereof by the Contractor. Accordingly, in addition to any other remedies that Company may have, Contractor agrees that Company shall have the right to institute and maintain a proceeding to compel specific performance thereof or to issue an injunction restraining any action by Contractor in violation of this agreement. If Contractor violates any of the covenants set forth in this Section 6 Company may terminate this agreement without prior notice.

7. CONFIDENTIALITY. Contractor may have had access to proprietary, private and/or otherwise confidential information ("Confidential Information") of the Company. Confidential Information shall mean all non-public information which constitutes, relates or refers to the operation of the business of the Company, including without limitation, all financial, investment, operational, personnel, sales, recruitment, job applicant, job candidate, marketing, managerial and statistical information of the Company, the terms of this Agreement, and any and all trade secrets, customer lists, candidate data,

or pricing information of the Company. The nature of the information and the manner of disclosure are such that a reasonable person would understand it to be confidential. Contractor will not at any time or in any manner, either directly or indirectly, use for the personal benefit of the Contractor, or divulge, disclose, or communicate in any manner any Confidential Information. Contractor will protect such information and treat the Confidential Information as strictly confidential. This provision shall continue to be effective two (2) years after the termination of this Agreement. Upon termination of this Agreement, Contractor will delete or return to Company all Confidential Information, whether physical or electronic, and other items that were used, created, or controlled by the Contractor during the term of this Agreement. If Contractor violates any of the covenants set forth in this Section 7 Company may terminate this agreement without prior notice.

8. INJURIES. Contractor acknowledges the Contractor's obligation to obtain appropriate insurance coverage for the benefit of the Contractor (and Contractor's employees, if any). Contractor waives any rights to recovery from the Company for any injuries that the Contractor (and/or Contractor's employees) may sustain while performing services under this Agreement and that are a result of the negligence of the Contractor or the Contractor's employees.

9. INDEMNIFICATION. Contractor agrees to indemnify and hold harmless Company from all claims, losses, expenses, fees including attorney fees, costs, and judgments that may be asserted against the Company that result from the acts or omissions of the Contractor, the Contractor's employees, if any, and the Contractor's agents.

10. NO RIGHT TO ACT AS AGENT. An "employer-employee" or "principal-agent" relationship is not created merely because (1) the Company has or retains the right to supervise or inspect the work as it progresses in order to ensure compliance with the terms of the contract or (2) the Company has or retains the right to stop work done improperly. The Contractor has no right to act as an agent for the Company and has an obligation to notify any involved parties that it is not an agent of the Company.

11. NON-ASSIGNABLE. This Agreement is not assignable or delegable, in whole or in part, by Contractor. This Agreement will inure to the benefit of the Company, its successors, assignees, licensees and grantees.

12. ENTIRE AGREEMENT. This Agreement constitutes the entire contract between the parties. All terms and conditions contained in any other writings previously executed by the parties regarding the matters contemplated herein shall be deemed to be merged herein and superseded hereby. No modification of this Agreement shall be deemed effective unless in writing and signed by the parties hereto.

13. WAIVER OF BREACH. The waiver by Company of a breach of any provision of this Agreement by Contractor shall not operate or be construed as a waiver of any subsequent breach by Contractor.

14. SEVERABILITY. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision

it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

13. APPLICABLE LAW. This Agreement shall be governed by the laws of the State of Utah. Any legal proceeding will take place in the Third Judicial District Court, State of Utah.

14. ENFORCEMENT. If any claim or legal action or other proceeding is brought for the interpretation or enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any of the provisions of this Agreement, the successful or prevailing party shall be entitled to recover actual attorney fees (whether or not incurred by a salaried employee of the party), expert witness fees and other costs and expenses incurred in the enforcement of this Agreement whether by filing suit, an arbitration proceeding or not, but not the costs of their appointed arbitrator, in addition to any other relief to which that party may be entitled.

15. SIGNATORIES. This Agreement shall be signed by Bruce Decaster, Vice President of HR Operations, on behalf of Crescentia Global Talent Solutions and by _____ (Contractor name). This Agreement is effective as of the date first above written.

COMPANY:

Crescentia Global Talent Solutions

By: _____

Bruce Decaster

Vice President

CONTRACTOR:

By: _____

Contractor Name