

CLIENT AGREEMENT

AGREEMENT made effective as of the 3rd day of October 2018, between **CY LLC dba 180** (hereinafter "180"), with offices at 4300 Commerce Court, Suite 315, Lisle IL 60532 and City of Aurora, (hereinafter "Client") with offices at 43 E Downers Place, Aurora IL 60507.

Whereas 180 is in the business of locating for clients, according to their specifications, technical personnel (hereinafter used in the plural to refer to one or more such personnel) to provide services to such clients, and performing as stated herein; and

Whereas Client from time to time desires the services of one or more of such technical personnel; and

Whereas 180 and Client wish to enter into an agreement pursuant to which 180 will arrange with such technical personnel for them to provide their services to Client;

NOW, THEREFORE, in consideration of the covenants and agreements contained herein, 180 and Client agree as follows:

I. SERVICES PROVIDED UNDER STATEMENT OF WORK

For any technical personnel who will be performing services for Client pursuant to this Agreement:

- 180 will perform background screening and drug testing per the specifications of Client.
- 180 will issue and Client will execute a Statement of Work in the form attached as Statement of Work hereto referencing its incorporation of the terms and conditions of this Agreement and stating the name(s) and the payment rate(s) of the personnel, duration of services, brief description of project, authorization of additional costs beyond the payment rate(s) (such as travel, business expenses, etc.), and any other terms to which 180 and the Client may choose to agree.
- In the event of a conflict between the terms of this Agreement and the terms of any Statement of Work, the terms of this Agreement shall control unless the Statement of Work specifically (and not generally) identifies the conflicting terms in this Agreement and explicitly states that such terms shall not apply but shall instead be superseded by the Statement of Work.
- The Statement of Work will be signed by an authorized representative of Client.

2. BILLING AND PAYMENT.

180 will bill Client through invoices issued to Client in arrears on a **monthly** basis for services provided by technical personnel and associated costs, as approved by Client, except that 180 has sole discretion to bill on a less frequent basis if it deems it appropriate to do so. Client will pay 180 within 45 days from the date of such invoice, unless some other time has been agreed to in the Statement of Work, according to the rates and terms of the Statement of Work.

3. ACCEPTANCE OF SERVICES; TIMESHEET APPROVAL.

Client's Project Manager or other agent shall review for approval each week the on-line time records submitted by technical personnel on 180's time-tracking system. Client's approval of such time records (including, but not limited to, costs of any applicable overtime rates, travel, per diem and other costs stated thereon) shall constitute acceptance of the work performed by technical personnel and Client's agreement to pay 180 as stated herein. Acceptance by Client shall not be unreasonably withheld and must be completed in a reasonable time period to allow for weekly payment to the technical personnel by 180. Nothing herein shall eliminate Client's obligation to pay 180 for any services provided by technical personnel which Client has approved by some other means.

4. ABILITY TO PAY.

Client warrants that it is able and willing to pay for the services of technical personnel providing services under this Agreement.

5. TECHNICAL PERSONNEL NOT EMPLOYEES OF CLIENT.

180 and Client agree that for purposes of FICA, FUTA and income tax withholding, the technical personnel supplying services under this Agreement are not employees of Client.

6. EMPLOYMENT OR CONTRACTING OF PERSONNEL.

When Client is provided with the name of a technical personnel but determines not to use the services of such personnel so that no Statement of Work is written covering that personnel, and for **12** months thereafter, Client will not directly or indirectly, other than through 180, solicit for hire, contract with, or engage or receive the services of, any technical personnel located by 180 for Client.

During the period covered by any Statement of Work and extensions thereof pursuant to this Agreement, and for **6** months thereafter, Client will not directly or indirectly, other than through 180, solicit for hire, contract with, or engage or receive the services of, any technical personnel located by 180 for Client, except that Client may convert any personnel to a direct-hire if Client provides 180 with notice of a request to retain such personnel other than through 180 at least **30** days in advance of the desired retention date and if Client agrees to and does pay a conversion fee according to the appropriate Conversion Table below prior to commencement of services other than through 180.

Conversion Table for Personnel on a 6-month Statement of Work

Duration	FEE as a percentage of annual salary
0-90 Days	25%
91-180 Days	12.5%
181+ Days	0%

7. DUTIES AND REPLACEMENT OF TECHNICAL PERSONNEL.

180 will locate technical personnel for Client according to the qualifications, experience, and project requirements set forth by Client and given to 180. The work to be performed by the technical personnel providing services under this Agreement shall be set out by Client and stated in the Statement of Work. The technical personnel shall report the results of the work, to the extent required by Client, to Client's Project Manager or other designated official, but the primary control over such personnel shall be exercised by 180 or, in the case of such personnel who is a valid independent contractor, by that personnel itself.

Because Client has the opportunity to interview all technical personnel located by 180 prior to their commencement of any services for Client, 180 shall have no liability to Client if such personnel are determined by Client not to meet its requirements and Client shall not be relieved of making payments to 180 for the services provided by such personnel up to the time that they are terminated in accordance with this Agreement. However, if the services of any personnel providing services under this Agreement are terminated and Client requests replacement personnel and has paid for the services previously provided, 180 hereby agrees to make reasonable efforts to locate replacement personnel.

8. NOTICE OF TERMINATION OF SERVICES.

Client agrees to notify 180 in writing **14** days prior to its termination of any services of the technical personnel covered by this Agreement regardless of whether such termination comes before, is coincident with, or follows the duration date set forth in a written Statement of Work covering such services, provided however that Client may terminate such services immediately upon notice to 180 for cause or when termination is due to matters completely beyond the control of Client. If any technical personnel providing services under this Agreement has terminated the relationship with 180, and whether such termination is in violation of such personnel's agreement with 180, 180 shall notify Client of such termination upon receipt of notice from such personnel.

9. INTELLECTUAL PROPERTY RIGHTS.

180 agrees that all material, documentation, deliverables and other tangible expressions of information including but not limited to software programs and software documentation, designs, technical data, formulae, and processes, whether in final production or draft, which result from any work performed by any technical personnel providing services under this Agreement shall be deemed to be works for hire and all rights, title and interest, including any copyright, patent rights and all other intellectual property rights, shall belong exclusively to Client unless some other arrangements have been agreed to by both parties or by Client and such technical personnel, as appropriate, in writing.

10. CONFIDENTIALITY.

180 agrees that it will not disclose to any party any information learned by it which has been clearly marked "Confidential" by Client, except as such disclosure is necessary on an individual basis to technical personnel whom 180 has located for Client. Client may request the technical personnel covered by this Agreement to execute a separate agreement not to disclose the Client's Confidential information. Client shall not request of the technical personnel providing services under this Agreement any information regarding the rate(s) and other terms of remuneration agreed to between 180 and such technical personnel, nor shall Client induce such technical personnel to provide such information, nor shall Client disclose or permit to be disclosed to such personnel, directly or through another party, any information regarding the rate(s) or other terms of remuneration agreed to between Client and 180. As 180 considers such information to be "Confidential", Client agrees to notify 180 immediately if such rate(s) or other terms are disclosed to it by any technical personnel or any other party, or if it learns that any technical personnel have received information about the rate(s) or other such terms agreed to between Client and 180.

12. INSURANCE.

180 will procure and maintain in effect during the term of this Agreement appropriate insurance coverage including General Liability, PE&O, Worker's Compensation Insurance, **Automobile Insurance**. Upon request, 180 will provide Client with Certificates of Insurance in format acceptable to Client.

13. LIABILITY AND INDEMNIFICATION.

In connection with the services provided generally under this Agreement and specifically by a particular technical personnel, in no event shall 180 be liable to Client for damages to any property or person or for indemnification in an amount greater than the amount paid by Client in connection with the performance of such services by such personnel whose actions or omissions are the basis for such damages or indemnification; provided, however, that 180 shall not be liable for any damages whatsoever caused by any acts or omissions beyond its control or not due to its fault, or for any special or consequential damages, loss of profits, interest, penalties or fines; and provided further, that if Client requests or directs that 180 perform an act or omit the performance of an act, and if 180 performs or omits the performance of such act as directed or requested, or if Client approves, ratifies or ratifies the performance or omission of any act of 180, then notwithstanding anything in any section of this Agreement, Client shall have no claim against 180 for liability or indemnification in connection with such act or omission to act. In the event that 180 performs or omits to perform any act which may support a claim for liability or for indemnification by Client, Client shall give prompt written notice to 180 upon its initial receipt of information that could reasonably support such claim, and failure to give such timely notice shall constitute a waiver of such claim. 180 shall have the right to defend, or cause Client to defend, any claim for indemnification and Client shall extend reasonable cooperation in connection with such defense, which shall be at 180's expense. 180 or its designated representative shall also have the sole right to settle any such claim for indemnification if such settlement includes a complete release of Client. Client may at its expense participate in the defense of any such claim for indemnification if its position is not materially inconsistent with that of 180 and if in its reasonable judgment such claim, or the resolution thereof would have an ongoing material effect

on Client. In the event 180 fails to defend the same within a reasonable length of time, Client shall be entitled to assume the sole defense thereof, and 180 shall be liable to repay Client for all expenses reasonably incurred in connection with said defense (including reasonable attorneys' fees and settlement payments) if it is determined that such request for indemnification was proper.

14. TERMINATION OF THIS AGREEMENT.

This Agreement will continue in effect until terminated by Client or 180 at any time upon the terminating party giving not less than **30** days' notice to the non-terminating party. Such termination of this Agreement shall not affect any technical personnel providing services under it unless such personnel are terminated in accordance with the terms of section 8 of this Agreement.

15. ASSIGNMENT.

Neither this Agreement nor any interest hereunder may be assigned or otherwise transferred by either party to third parties other than affiliates of either party without the prior written consent of the other party which shall not be unreasonably withheld. This Agreement shall be binding upon and inure to the benefit of the heirs, successors, assigns, and delegates of the parties hereto.

16. 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 when delivered personally (including by Federal Express, Express Mail, or similar courier service) to the party for whom intended, or five (5) days following deposit of the same into the United States mail, certified mail, return receipt requested, first class postage prepaid, addressed to such party at the address set forth below its signature to this Agreement. Either party may designate a different address by notice to the other given in accordance herewith.

17. SEVERABILITY.

If any term or provision of this Agreement shall be found 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 by the adjudication 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.

18. COMPLETE AGREEMENT AND AMENDMENT.

This Agreement (including specifically the Personal Guaranty at the end hereof) and any written Statement of Works executed hereunder contain the entire agreement between that parties hereto with respect to the matters covered herein. Client acknowledges that it is entering into this Agreement solely based on the agreements and representations contained herein. This Agreement shall not be modified in any way except in writing signed by both parties and stating expressly that it constitutes a modification of this Agreement.

19. LAW AND DISPUTES.

This Agreement shall be governed by the laws of the State of Illinois. All claims against either party to this Agreement shall be brought by the other party no later than one (1) year after such claims have arisen (except for claims for non-payment for services, which may be brought within two (2) years after the last date of services for which payment is sought).

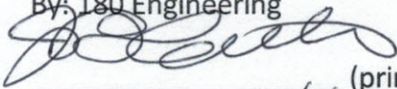
IN WITNESS HEREOF, the parties have caused this Agreement to be executed by their authorized agents as of the date written above.

CY LLC dba 180

Client: City of Aurora

By: 180 Engineering

By: _____



(print name)

(print name)

J. F. Coletta

CEO (title)

(title)

10/10/18