

**INDEPENDENT CONTRACTOR PROGRAMMER AGREEMENT**

THIS AGREEMENT is made between **Mesquite Information Technologies LLC (MIT)**, a Nevada corporation ("Corporation"), with a principal place of business at 1455 Echo Canyon ST, NV 89034, and Juan Gonzales. ("Contractor"), with a principal place of business at 3858 Pendiente CT Apt AB205 San Diego CA 92124.


1. **Term of Agreement.** This Agreement will become effective when signed by both parties and shall continue until terminated by either party pursuant to the terms contained herein. All provisions of this Agreement shall apply to all services and all periods of time in which the Contractor renders services for the Corporation.
2. **Terminating the Agreement.** With or without cause, either party may terminate this Agreement immediately by giving Ten (10) days written notice of termination to the other party.
3. **Services to be Performed.** Contractor agrees to perform the following services: the language and technology will be specified in detailed in the SOW and other programming services as needed.
4. **Payment.** In consideration for the services to be performed by Contractor, Corporation agrees to pay Contractor, the hourly wage which is determined by the project and stated on the projects Statement Of Work (SOW).
5. **Terms of Payment.** Contractor must submit his/her hours with details of the work done on a daily basis. At the end of the day or specified in the **SOW**, Contractor should open an online time card, update it during the day, and should close it at the end of the day.
6. **Terms of Work.** The following items shall apply to the work performed by Contractor:
  - a) Contractor represents that he/she is legally able to work in the U.S. as a U.S. citizen or with the appropriate documents from the INS.
  - b) Contractor agrees to follow the scope of the work and not to make changes or


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additions, regardless of how small, without prior written approval. Contractor may make suggested changes, and if the suggested changes are approved by Corporation and can be implemented.

- c) Any work done by Contractor which is not requested in writing will not be paid for and will be removed at the expense of Contractor if the Customer does not want it. Also, any bug fixing introduced as a result of "unwanted improvements" will be paid for by the Contractor.
  - d) Contractor will not write large portions of the program and then test. Testing should be done frequently (at least several times a day) so that bugs can be identified quickly.
  - e) Contractor should not make last minute changes before submitting the program to the Corporation or the Customer as this could result in new bugs being introduced.
  - f) Contractor will open a timecard online BEFORE doing any work.
  - g) Contractor will update work done in timecard no less than ONCE EVERY 2 HOURS of work, and also finalize MIT end of the day timecard.
  - h) At the end of each day, the latest source code will be uploaded to Dynamsoft SourceAnywhere Standalone or Dropbox. This will be dictated by **SOW**. The date, time, and location of the upload will be put in the timecard. This does not apply to work done on one of our computers remotely.
  - i) Contractor must work on Windows 7 or higher. Contractor will NOT work on Windows XP unless specified in the **SOW**.
  - j) Contractor will exercise due diligence to prevent introduction of any virus or malware by using Norton Anti-virus or other nationally recognized virus protection.
  - k) Contractor will use an email account from Corporation at all times when communicating with customers or the Corporation (**jgonzales@mesquiteit.com**).
  - l) If requested, Contractor will do all work on a computer provided by the Corporation which will be accessed remotely.
  - m) **FAILURE TO FOLLOW ALL OF THE ABOVE MAY RESULT IN TERMINATION OF SERVICES.**
6. **Expenses.** Contractor shall be responsible for all expenses incurred while performing services under this Agreement. This includes license fees, memberships and dues; automobile and other travel expenses; meals and entertainment; insurance premiums; telephone; and all salary, expenses, and other compensation paid to Contractors or contract personnel that the Contractor hires to complete the work under this Agreement. Contractor has the right to

  
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request any hardware and software and or other office supply necessary to complete the task. Approval of such equipment and office supply may not be approved for the task by Corporation. If approved, travel expenses may paid by the project stake holder or as mutually agreed

7. **Materials.** Contractor will furnish all materials, equipment and supplies used to provide the services required by this Agreement. Contractor has the right to quest any hardware and software and or other office supply necessary to complete the task. Approval of such equipment and office supply may not be approved for the task by Corporation.
8. **Independent Contractor Status.** The parties agree that Contractor is an independent contractor, and that neither Contractor nor Contractor's Contractors or contract personnel are, or shall be deemed to be, Employees of Corporation. In its capacity as an independent contractor, Contractor agrees to and represents the following:
  - a) Contractor has the right and does fully intend to perform services for third parties during the term of this Agreement.
  - b) Contractor has the sole right to control and direct the means, manner, and method by which the services required by this Agreement will be performed.
  - c) Contractor has the right to perform the services required by this Agreement at any place or location and at such times as Contractor may determine.
  - d) Contractor has the right to hire assistants as subcontractors, or to use Contractors to provide the services required by this Agreement upon approval by Corporation.
  - e) The services required by this Agreement shall be performed by Contractor, or Contractor's Contractors or contract personnel, and Corporation shall not hire, supervise, or pay any assistants to help Contractor.
  - f) Neither Contractor nor Contractor's Contractors or contract personnel shall receive any training from Corporation in the professional skills necessary to perform the services required by this Agreement, unless stated in the **SOW**.
  - g) Neither Contractor nor Contractor's Contractors or contract personnel shall be required by Corporation to devote full time to the performance of the services required by this Agreement.
  - h) The Contractor does not receive the majority of its annual compensation from Corporation.
9. **Permits and Licenses.** Contractor declares that Contractor has complied with all federal, state, and local laws requiring business permits, certificates, and licenses required to carry out

The parties acknowledge and agree that Corporation is entering into this Agreement with reliance on the representations made by the Contractor relative to its independent contractor status.

9. **Permits and Licenses.** Contractor declares that Contractor has complied with all federal, state, and local laws requiring business permits, certificates, and licenses required to carry out

  
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the services to be performed under this Agreement.

10. **State and Federal Taxes.** Corporation will not
- a) withhold FICA (Social Security and Medicare taxes) from Contractor's payments or make FICA payments on Contractor's behalf, or
  - b) make state or federal unemployment compensation contributions on Contractor's behalf, or withhold state or federal income tax from Contractor's payments.

Contractor shall pay all taxes incurred while performing services under this Agreement, including all applicable income taxes and, if Contractor is not a corporation, self-employment (Social Security) taxes. On demand, Contractor shall provide Corporation with proof that such payments have been made.

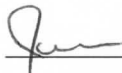
11. **Fringe Benefits.** Contractor understands that neither Contractor nor Contractor's Contractors or contract personnel are eligible to participate in any Contractor pension, health, vacation pay, sick pay, or other fringe benefit plan of Corporation.
12. **Workers' Compensation.** Corporation shall not obtain workers' compensation insurance on behalf of Contractor or Contractor's Contractors. If Contractor hires Contractors to perform any work under this Agreement, Contractor will cover them with workers' compensation insurance and provide Corporation with a certificate of workers' compensation insurance before the Contractors begin work.
13. **Unemployment Compensation.** Corporation shall make no state or federal unemployment compensation payments on behalf of Contractor or Contractor's Contractors or contract personnel. Contractor will not be entitled to these benefits in connection with work performed under this Agreement. If a Contractor files a petition for and receives unemployment compensation, the total amount of unemployment compensation awarded to and received by Contractor shall be deducted from and be an offset against the amount of compensation due and payable to Contractor by Corporation under this Agreement.
14. **Insurance.** Contractor, as an independent contractor, agrees to indemnify, defend, and hold harmless Corporation from any and all liability arising out of or in any way related to Contractor's performance of services during the term of this Agreement, including any liability resulting from intentional or reckless acts or the acts of the Contractors or agents of Contractor. Insurance may be waived for the contractor if Corporation makes provision for the contractor to fall under the Corporation umbrella, only if stated by the **SOW**
15. **Exclusive Agreement.** This is the entire Agreement between the parties.
16. **Modifying the Agreement.** This Agreement may be modified only by a writing signed by both parties.
17. **Confidentiality And Proprietary Information.** Contractor will not disclose or use, either


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during or after the term of this Agreement, any proprietary or confidential information of Corporation without Corporation's prior written permission except to the extent necessary to perform services on Corporation's behalf. Any work done by Contractor for or on behalf of Corporation will become the property of Corporation and/or its customers. Contractor relinquishes all rights to proprietary information including any claims for copyright. Proprietary or confidential information includes, but is not limited to:

- a) any work or programs created by Contractor for or on behalf of Corporation or the customer. Contractor recognizes that all elements of all work or programs shall be considered the sole property of either the Corporation or the Customer and all right, title, and interest in all work and programs shall vest in the Corporation or the Customer.
  - b) code, software, or the written, printed, graphic, or electronically recorded materials furnished by Corporation for Contractor to use;
  - c) business plans, customer lists, operating procedures, trade secrets, design formulas, know-how and processes, computer programs and inventories, discoveries, and improvements of any kind; and
  - d) information belonging to customers and suppliers of Corporation about whom Contractor gained knowledge as a result of Contractor's services to Corporation. On termination of Contractor's services to Corporation, or at Corporation's request, Contractor shall deliver to Corporation all materials in Contractor's possession relating to Corporation's business.
18. **Covenant Not To Compete.** Contractor hereby agrees that during the term of Contractor's employment and for a period of Five **(5) years** from the date of termination of employment by the Contractor for any reason, Contractor shall not work directly or indirectly for any customer or prospective customer of Corporation. The parties agree that since damages may be difficult to ascertain, then as liquidated damages, and not as a penalty, if Contractor breaches this provision, the Contractor shall pay to Corporation the sum of Two Hundred hours multiplied by Corporations hourly rate to the specified Customer. Contractor also agrees to pay and all attorneys fees, costs, investigative fees that Corporation incurs in enforcing this provision.
19. **Action Upon Termination.** Upon the termination of his employment with the Corporation for any reason whatsoever, Contractor agrees that he shall promptly deliver to the Corporation all program information, customer information, written and electronic drawings, manuals, letters, notes, notebooks, reports and copies thereof and all other materials of a secret or confidential nature relating to the Corporation's business which are in Contractor's possession or control.
20. **Equitable Relief.** Because the Corporation may not have an adequate remedy at law to protect its business from the breach of Contractor's covenants under this Agreement, the Corporation shall be entitled to injunctive relief, in addition to such other remedies and relief that would, in the event of a breach of the provisions of this Agreement, be available to the Corporation. In the event of any breach of this Agreement by Contractor, in addition to any other remedies, the Corporation shall be entitled to receive from Contractor payment of, or reimbursement for, its

  
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- reasonable attorneys' fees and disbursements incurred in enforcing any such provision.
21. **Disputes Resolution.** Any and all disputes, controversies, or claims arising out of or in connection with or relating to this Agreement, or any breach or alleged breach thereof, and any claim that Corporation violated any state or federal statutes, common law doctrine, or committed any tort with respect to Contractor shall, on the request of either party, be submitted to and settled by arbitration in the State of Nevada pursuant to the rules, then in effect, of the American Arbitration Association (or at any other place or under any other form of arbitration mutually acceptable to the parties involved). This Agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law. Notice of the demand for arbitration shall be filed, in writing, with the other party to this Agreement and with the American Arbitration Association. The demand for arbitration shall be made within a reasonable time after the claim, dispute, or other matter in question arose where the party asserting the claim should reasonably have been aware of it, but in no event later than the applicable Michigan statute of limitations. Cost of arbitration shall be shared equally by the parties, provided that each party shall pay for and bear the cost of his or her own experts, evidence, and attorney fees. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction to do so.
  22. **Applicable Law.** This Agreement will be governed by the laws of the State of Nevada. The parties further agree that any legal action taken under this Agreement shall be done in Las Vegas County Circuit Court or in the Federal District Court for the South District of Nevada, and the parties consent to the jurisdiction of these courts.
  23. **Notices.** All notices or other communications required or permitted to be given to a party to this Agreement shall be in writing and shall be (a) personally delivered; (b) sent by registered or certified mail, postage prepaid, return receipt requested; or (c) sent by an overnight express courier service that provides written confirmation of delivery to Corporation at the address listed below and to Contractor at the address shown below under Contractor's signature. Each such notice or other communication shall be deemed given, delivered, and received on its actual receipt, except that if it is mailed in accordance with this paragraph, then it shall be deemed given, delivered, and received on the delivery date or the date on which delivery is refused by the addressee, in either case, in accordance with the U.S. Postal Service's return receipt. Any party to this Agreement may give a notice of a change of its address to the other party(ies) to this Agreement.
  24. **No Partnership.** This Agreement does not create a partnership relationship. Contractor does not have authority to enter into contracts on Corporation's behalf.
  25. **Assignment and Delegation.** Contractor may not assign or subcontract any rights or obligations under this Agreement without Corporation's prior written approval.

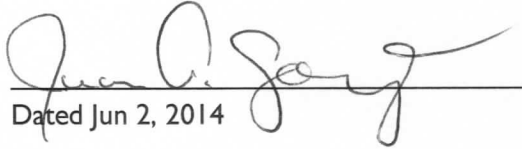
          
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Signatures:

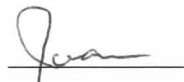
**Juan Gonzales.**

By /s/ Claude Nikula President  
Dated Jun 2, 2014

  
Dated Jun 2, 2014

Before returning this agreement, read each page carefully and initial at the bottom indicating that you have read each page.

MIT/independent Contractor Agreement

  
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