Contract Staffing Agreement

THIS STAFFING AGREEMENT is entered into this __14th__ day of __May 2018_ by and between Sabio Systems, LLC, a New Mexico Limited Liability Corporation, with its principal office located at 4520 Montgomery Blvd NE., Suite 7, Albuquerque, NM 87109 (hereinafter "**Sabio Systems**") and El Camino Real Academy with its principal office located at _3713 Isleta Blvd SW, Albuquerque, NM 87105__ (hereinafter "**Client**").

WHEREAS, Sabio Systems is a staffing and recruiting services company, that supplies temporary and temporary-to-hire independent contractors (defined below) to its clients; and

WHEREAS, Client desires to engage Sabio Systems to provide said temporary or temporary-to-hire independent contractors

NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements of the parties set forth in this Agreement, the parties agree as follows:

Service Description:
Client shall engage Sabio Systems to provide qualified professionals (hereinafter "**Independent Contractor(s)**") to work under Client's supervision at Client's premises for specific projects, as agreed between the parties, for the fees further defined hereunder this Agreement. Unless mutually agreed between the parties, Independent Contractors shall remain employees of Sabio Systems, and Sabio Systems shall be responsible for paying its own state and federal income taxes and FICA contributions, and Client will make no deductions or contributions for the same. Furthermore, Sabio Systems shall maintain in effect during the term of this Agreement any and all federal, state and/or local license and permits, as required of staffing employers generally.

For each project, a Project Schedule (See Exhibit I) shall be completed between the parties, describing the nature of the project and the fees thereof. If any material changes or additions are made to the project, Client will notify Sabio Systems, and an updated Project Schedule shall be created.

Independent Contractors shall not handle nor deliver cash on behalf of Client.

Payment and Billing:
Fees shall be assessed for each project, as detailed in a Project Schedule (See Exhibit I) for each project. Invoices from Sabio Systems to Client shall be due and payable upon receipt, and may be based on timesheets submitted to Sabio Systems by Independent Contractors, who shall fill them out weekly, and present them to Client for approval, said approval not unreasonably withheld.

Conversion Fee:
The parties hereby expressly agree that Sabio Systems has a substantial investment in maintaining its staff and in consideration of the service provided by Sabio Systems, for a period of six (6) months after the last reported billed hours of any Independent Contractor, Client shall not directly or indirectly, whether individually for its own account or for any other person, firm, corporation, partnership, joint venture, association or other entity whatsoever, solicit, hire, utilize or reimburse a third-party for any Sabio Systems employee or former employee, including but not limited to Independent Contractor(s).

If Client violates this section, it shall pay a conversion fee to Sabio Systems, due immediately upon presentation of an invoice from Sabio Systems to Client. The conversion fee charged to Client, payable to Sabio Systems, shall be 25% of the annualizing remuneration of the individual or individuals subject hereunder this section. Client agrees it shall contact Sabio Systems, before undertaking any discussions with any employee or Independent Contractor of Sabio Systems.

Limited Guarantee:
Independent Contractors shall have the qualifications as requested by Client. However; if Client feels any qualifications or general work-related behavior of any Independent Contractor supplied by Sabio Systems does not meet Client's requirements, Client shall not be charged for that Independent Contractors' first day, if Client notifies Sabio Systems within eight (8) hours of when that Independent Contractor first begins their assignment with Client.

If Client notifies Sabio Systems any time after Independent Contractor begins his/her assignment but before the project schedule has ended, that the Independent Contractor does not meet Client's requirements, then Client is subject to pay only for time and any assignment related expenses (travel, etc) while Independent Contractor worked with Client.

Sabio Systems will make every reasonable effort to replace any Independent Contractor that client is not satisfied with, when Client provides notice and reason for dissatisfaction in sufficient detail to allow Sabio Systems to determine appropriate alternate Independent Contractors.

Equal Employment Opportunity (EEO) Requirement:
Sabio Systems is committed to providing equal opportunity for all its employees and applicants for employment. Both Sabio Systems and Client shall not discriminate against Independent Contractors, and further, ensure that decisions affecting Independent Contractors are made without regard to their race, color, religion, sex, national origin, age, disability, or any other protected category. This policy is administered in accordance with federal laws (including but not limited to Title VII of the Civil Rights Act of 1964, as amended, Age Discrimination in the Employment Act of 1967, as amended, Equal Pay Act of 1963, as amended, Americans with Disabilities Act of 1990, as amended) and all other applicable state or local law prohibiting discriminatory acts.

Independent Contractor:
It is expressly understood and intended by the parties that there will exist an independent contractor relationship between Sabio Systems and Client, and Independent Contractors shall hold themselves out, in any and all dealings with Client only as a representative of Client, and then only in accordance with the terms and conditions of this Agreement. Independent Contractors shall have no right or authority to assume, create or impose any obligation, liability or responsibility, whether expressed or implied, on behalf of Client, except as expressly provided in this Agreement.

Intellectual Property:
Sabio Systems and Client expressly agree that any and all inventions, works of authorship and other intellectual property, including but not limited to, all writings, artwork, graphics, ideas, trade secrets, market research, strategies, source code and documentation, conceived, discovered, created, developed, originated, fixed, produced or reduced to practice hereunder (hereinafter "**Work Product**") shall be owned exclusively by Client. Furthermore, all copyrightable Work Product created by Independent Contractors pursuant to this Agreement that can be considered a "work made for hire" within the meaning of the United States Copyright laws, shall be considered

such a "work made for hire". Sabio Systems hereby assigns to Client, in perpetuity, full rights comprised in the copyright in all copyrightable Work Product created by Independent Contractors pursuant to this Agreement which cannot be considered, or is deemed by a court of competent jurisdiction not to be, a "work made for hire."

Confidential Information:
Sabio Systems acknowledges and agrees that all data and information collected, produced or generated, and all reports, test results, plans, models, documents and other written materials produced pursuant to this Agreement or in connection with any services to be performed hereunder this Agreement shall be and remain the sole property of Client, shall be confidential, shall not be copied or reproduced in any way without the approval of Client, and shall not be disclosed or communicated, verbally or in writing, by Sabio Systems to any third party, or used in any way except as required by law or for the purposes required or intended by the Agreement.

Indemnification:
To the extent permitted by law, both parties agree to defend, indemnify and hold the other party harmless of and from any and all claims, losses and liabilities brought against the other party, as relates to the indemnifying party's breach of this Agreement, to the extent not caused by the negligence or willful misconduct of indemnified party.

Neither party shall be liable for or required to indemnify the other party for any incidental, consequential, exemplary, and special or punitive damages, including lost profits. The parties each agree to promptly inform the other after receipt of any claim, demand, or notice for which indemnification hereunder may be sought, and to cooperate in the investigation and defense of any such claim, demand, or notice.

Insurance:
Sabio Systems shall maintain the following policies of insurance during the term of this Agreement:

(1) Workers' Compensation insurance at statutory limits and Employer Liability Insurance with limits of at least $1,000,000 for each accident;
(2) Comprehensive General Liability and Property Damage Insurance with limits of at least $1,000,000 for each occurrence; and
(3) A fidelity Bond in an amount not less than $250,000.

Term and Termination:
This Agreement shall remain in force from the date of execution, until terminated by either party with written notice to the other. Anytime during the term of this Agreement, Client may terminate an Independent Contractor immediately, without notice to Sabio Systems, provided said termination meets the terms of this Agreement.

Upon or after termination of an Independent Contractor, Client shall promptly notify Sabio Systems of the termination, the reasons for said termination, and indicate whether a new Independent Contractor is desired. Except as otherwise provided in this Agreement, Client shall be responsible to Sabio Systems for any and all outstanding fees in regards to the terminated Independent Contractor up and to the date of termination of said Independent Contractor.

Upon termination of this Agreement, any and all outstanding Project Schedules shall be deemed completed and terminated, any and all Independent Contractors shall cease activities on behalf of

Client, and any and all outstanding fees and payments owed to Sabio Systems by Client will be immediately invoiced to Client and shall be paid according to the terms contained within that invoice.

Governing Law:
This agreement shall be governed and interpreted in accordance with laws of the State of New Mexico, excluding conflict of laws provisions, applicable to agreements made and fully performed therein.

Severability:
If a court or regulatory agency having jurisdiction over the parties determines that any term of this Agreement, or any part thereof, is void, illegal or unenforceable, said term or part thereof shall be deemed to have been severed from this Agreement, and the remaining terms, or parts thereof, will be unaffected thereby and shall be enforced to the fullest extent permitted by law.

Waiver:
The failure by either party to enforce at any time any of the provisions of this Agreement, or to exercise any election or option provided herein, shall in no way be construed as a waiver of such provisions or options, nor in any way to affect the validity of this Agreement or any part thereof, or the right of either party thereafter to enforce each and every such provision.

IN WITNESS WHEREOF, Client and Sabio Systems have caused this agreement to be executed on their behalves by their duly authorized representatives as of the date first set forth above.

Client   SABIO SYSTEMS, LLC

By: _____   **By**: _____

Name: _____   Name: Robbie Everage_____

Title: _____   Title: Account Executive_____

Date: _____   **Date**: 5/14/2018_____