



INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contractor Agreement (“Agreement”) is entered into this day 27th of March 2017 between Dahl Consulting (“DAHL”) located at 2277 Highway 36 W, Roseville, MN 55113 and Notobella Designs located at 1804 Picadilly Place, Tyler, TX 75703 (“Contractor”) (collectively, the “Parties”). The Parties hereby agree as follows.

1. Scope of Services

A third party client (“Client”) has requested DAHL to locate temporary staffing services for a Client project. DAHL has referred Contractor to Client based on Client’s requirements. Contractor agrees to provide technical or other specialized services as an independent contractor to Client. DAHL and Contractor agree to the terms of the Purchase Order attached as **Exhibit A**. Contractor shall provide services through the personnel listed in Paragraph 7 of **Exhibit A**. Contractor agrees that all of its personnel will sign a “Personnel Consent” in the form of **Exhibit B**. Contractor agrees that all of its personnel will sign a Confidentiality Agreement in the form of **Exhibit C**. Contractor agrees that all of its personnel will sign an Insurance Acknowledgement & Election in the form of **Exhibit D**. All forms shall be provided to DAHL before such personnel begin work.

2. Term of Agreement

Contractor may not voluntarily terminate its services under this Agreement. Contractor’s services under this Agreement will terminate on (1) the “end date” reflected on **Exhibit A**; (2) any new end date established by a renewal or extension of the term; (3) completion of the project; (4) by Client for any reason upon one day notice; or (5) by Contractor in the event of a material breach by DAHL where Contractor has met all of the requirements for termination for material breach. In order to terminate for a material breach, Contractor must provide DAHL with detailed written notice of a material breach, a 30 day opportunity to cure, and DAHL must have not cured the material breach within the 30 day period. After all these requirements are met, Contractor must then provide DAHL with 5 days written notice that it is terminating its services. Upon termination of services or if services should not commence, Contractor shall still be bound to its obligations under paragraphs 3, 7, 12, 13, and 14.

3. Fees for Use of DAHL Clients, Employees and Other Contractors

During the term of this Agreement (including any renewals or extensions) and for a period of one year thereafter, Contractor agrees that it will immediately pay DAHL a finder’s fee of \$100,000 if: Contractor or anyone acting on its behalf, directly or indirectly, retains or solicits for itself or for another party, the services of any of DAHL’s employees or other contractors introduced through DAHL. For purposes of this paragraph, “introduced through DAHL” means where a client, employee, or other contractor came to the attention of Contractor in any manner through DAHL or is identified in any agreement with DAHL and Contractor. “Client” includes any affiliates, customers or clients of the Client.

4. Representations

Contractor states to the best of its knowledge, information, and belief: (a) all information provided to DAHL and Client related to Contractor’s qualifications and the qualifications of its personnel is accurate; and (b) Contractor is not subject to any contractual limitations on its ability to perform services under this Agreement.

5. Payment for Services

Contractor will be paid in accordance with the terms of the Purchase Order (**Exhibit A**) and shall not be entitled any other form of compensation (including benefits) by DAHL or any other party. Contractor will only

be paid for invoices supported by records reflecting the hours services were performed and which have been approved for payment by Client. Contractor's invoice shall be paid in accordance with the following procedure: (a) DAHL will bill Client in accordance with the number of hours reflected on the Contractor's invoice at the agreed rate between DAHL and Client; (b) Contractor will be paid for approved hours at the agreed rate between DAHL and Contractor; and (c) DAHL shall retain the difference between amount billed client and amount properly invoiced by Contractor as a commission from Client to DAHL for its efforts. Contractor agrees that the Client controls the payment of fees to Contractor via DAHL. Contractor shall only be entitled to payment from DAHL after DAHL has been paid by Client. However, upon Contractor's request and for its convenience, DAHL may advance payment to Contractor prior to DAHL receiving funds from the Client. If DAHL is not paid in whole or in part by Client, then immediately upon written demand, Contractor must return the advance for any hours Client has failed to pay DAHL.

6. Travel, Living and Other Costs

DAHL will not pay Contractor's travel expenses, living expenses, entertainment expenses or any other costs. If Client agrees to pay such expenses in accordance with industry practice, Contractor may include such Client-authorized expenses in its invoice. Contractor will not travel long distances (for instance travel by air to a different city) unless agreed to and paid by the Client as described above. DAHL will provide no training, tools, equipment or other materials to Contractor. Neither DAHL nor Client will provide formal training or compensate Contractor for any time expended in formal training.

7. Confidentiality

Contractor and its personnel agree not to disclose to any third party, confidential information of DAHL, the Client, or anyone with a business or employment relationship with DAHL or Client. Contractor further agrees that neither it nor its personnel will use, remove, transfer, transmit, reproduce or otherwise deal with confidential information or other tangible or intangible property of another party, except for the sole purpose of performing services under this Agreement.

8. Conduct, Independent Status, and Benefits

In performing its services under this Agreement as an independent contractor, Contractor shall be responsible for: (a) providing competent professional services in the required areas of expertise; (b) using its own independent skill and judgment; and (c) determining the manner and means best suited to perform its services. DAHL shall have no right to direct, control or evaluate Contractor in the performance of these services. DAHL shall not: (a) set the sequence services will be performed, (b) set Contractor's hours or location where services will be performed (no services shall be performed on DAHL's premises); or (c) require progress reports or other evaluations of Contractor's performance (at its option, Client may evaluate Contractor). Contractor may provide services through other IT services firms or directly to other end-users. Contractor warrants that it is (a) a valid business existing under laws of the State of Minnesota; and (b) it maintains a set of books and records which reflect its income and expenses as a trade or business.

All of Contractor's personnel performing services under this Agreement are employees of Contractor and are not employees of DAHL or Client. In negotiating its fees with DAHL and setting the compensation of its personnel, Contractor has taken into account that neither it nor its personnel are entitled to any benefits from DAHL or Client, including group insurance, liability insurance, disability insurance, paid vacation, sick leave or other leave, retirement plan, health plan, premium "overtime" pay, or any other benefit. Should Contractor or its personnel be deemed to be entitled to any benefits or employee rights from DAHL or Client by operation of law or otherwise, Contractor and its personnel expressly waive all such benefits. As an independent

contractor, Contractor is responsible for: (a) paying or withholding as required, federal, state, and local employment taxes (e.g. FICA and FUTA) or other taxes or payments (Contractor will provide DAHL with suitable evidence of payment upon request); (b) providing Worker's Compensation coverage to the extent required by law; (c) paying the premium "overtime" rate for overtime hours for non-exempt employees; neither DAHL nor Client shall bear any responsibility for paying or withholding any of these taxes or other payments. In the event any individual or entity brings or threatens to bring a claim against DAHL or Client related to the status, acts or omissions of Contractor or its personnel, Contractor agrees to cooperate with DAHL and Client. Contractor's cooperation shall include providing accurate factual information to support Contractor's representations of independent contractor status.

9. Liability for Services

As an independent contractor, Contractor is solely responsible for the services it provides to Client. Consequently, neither DAHL, Client nor their customers or clients, shall be liable to any other party for the services provided under any circumstances. Neither DAHL nor Client will indemnify Contractor for any liability incurred by Contractor, its agents or employees. While Contractor understands that DAHL will act in good faith to describe the task requirements set forth by the Client, Contractor hereby releases DAHL from any liability relating to these representations or Contractor's working conditions. Contractor acknowledges that DAHL has no right to control any aspect of the project and Contractor has had the opportunity to discuss directly with Client the task requirements prior to acceptance of the work. Contractor releases DAHL from any liability for statements made to third parties by DAHL regarding Contractor's performance.

10. Ownership of Intellectual Property

Contractor agrees for itself and its personnel, that all documents, deliverables, software, systems designs, disks, tapes and any other materials (collectively, "materials") created in whole or in part by Contractor in the course of or related to providing services to Client shall be treated as a "works made for hire" for the Client. Contractor and its personnel will immediately disclose to the Client all discoveries, inventions, enhancements, improvements and similar creations (collectively, "creations") made, in whole or in part, by Contractor or its personnel in the course of or related to providing services to the Client. All ownership of any materials or creations shall vest exclusively with Client, including any copyright rights, patent rights or any other intellectual property rights. Contractor acknowledges that the fee it is receiving from DAHL includes compensation for assigning all intellectual property rights that may arise in the course of performance of the services under this Agreement. Contractor hereby assigns to Client all right, title and interest that Contractor may have in such materials and creations without entitlement to any additional compensation and free of all liens and encumbrances of any type. Contractor agrees to execute any documents necessary provided by Client, if any, to register or perfect its intellectual property rights. Any rights conferred upon Client under this paragraph may only be waived or assigned in writing signed by an authorized representative of Client.

11. Insurance

Contractor will, at all times, while performing work under this Agreement, maintain, at its expense, Comprehensive General Liability insurance coverage with limits of not less than \$1,000,000 per occurrence as well as annual aggregate limits of \$2,000,000. Contractor is required to carry the state mandatory minimum limits of Workman's Compensation coverage of at least \$100,000 each accident, \$100,000 each employee and \$500,000 policy limit. Contractor will provide DAHL with a certificate of insurance with DAHL named as additional insured prior to commencement of the work. Contractor will maintain Professional Liability insurance coverage with limits of not less than \$1,000,000 per occurrence and annual aggregate covering errors and omissions. If Contractor does not have Professional Liability insurance



coverage, Contractor will be covered under DAHL's Professional Liability policy while performing services under this Agreement, and as specified and outlined in **Exhibit D**.

12. Indemnification

Contractor shall indemnify and hold harmless DAHL and Client, as well as their owners, officers, directors, agents, and employees, from and against all claims, liabilities or costs (including reasonable attorney's fees and court costs), brought by any other party, including Contractor's employees, other private parties, or governmental entities. Contractor also shall indemnify and hold harmless DAHL, its owners, officers, directors, agents, and employees, from and against all claims, liabilities or costs (including attorney's fees and court costs), brought by Client arising from the services rendered by Contractor under this Agreement. The types of claims covered by this indemnification provision, shall include, but shall not be limited to: worker's compensation claims, claims under wage and hour laws, employment tax liability, benefits claims, claims related to independent contractor status, the status of its personnel, or any other matters involving the acts or omissions of Contractor or its personnel. The prevailing party in any action shall be entitled its reasonable attorney's fees and other expenses of litigation from the other party.

13. Force Majeure

In the event of a breach of this Agreement, the other party shall have such rights and remedies to which it is entitled at law or in equity. In the event of impossibility of performance due to circumstances beyond a party's control (*i.e.* force majeure), such non-performance shall be excused.

14. Defend Trade Secrets Act

Pursuant to the Defend Trade Secrets Act of 2016, Contractor understands that an individual may not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that: (a) is made (i) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (b) is made in a complaint or other document that is filed under seal in a lawsuit or other proceeding. Further, a contractor who files a lawsuit for retaliation by an entity for reporting a suspected violation of law may disclose that entity's trade secrets to the attorney and use the trade secret information in the court proceeding if the individual: (a) files any document containing the trade secret under seal; and (b) does not disclose the trade secret, except pursuant to court order.

15. Other Provisions

This Agreement and any attached Purchase Order(s) represent the entire agreement of the parties. Any modification of this Agreement must be in writing and signed by both parties. Any agreement between DAHL and Client (Primary Contract), shall not modify any terms of this Agreement. Contractor acknowledges that the services to be provided by Contractor hereunder are subject to the terms, conditions and obligations of the Primary Contract to which DAHL is a party. The terms of such Primary Contract (available on request) are incorporated herein by reference. Contractor understands that it is bound by the applicable terms, conditions, and obligations of the Primary Contract. This Agreement supersedes and replaces any prior agreements between the parties that relate to the subject matter contained herein. Contractor may not assign its rights under this Agreement or any Purchase Order. If any provision of this Agreement is determined to be unenforceable in whole or in part, all remaining provisions shall be given full force and effect to the extent possible without the unenforceable provision. To the extent that there may be any conflict between the terms of this Agreement and a Purchase Order, the terms of this Agreement shall control. This Agreement shall be governed by the laws of the State of Minnesota, without regard to choice of law principles, regardless of where Contractor's work is



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performed, and any litigation shall be brought in the state or federal courts of the State of Minnesota. Contractor agrees to the exercise of personal jurisdiction over it by such courts to the full extent permitted by law.

Contractor represents that its authorized representative has read, understands and agrees to the terms of this Agreement, has had an opportunity to ask any questions and to seek the assistance of an attorney regarding their legal effect, and is not relying upon any advice from DAHL.

DAHL CONSULTING _____

By: Sara H. Noto _____

By: _____

Its: Owner/Designer _____

Its: _____



PURCHASE ORDER

In accordance with the Independent Contractor Agreement dated March 27, 2018, the undersigned parties agree as follows:

- 1. Notobella Designs ("Contractor") with and its office address at 1804 Picadilly Place, Tyler, TX 75703, agrees to perform work for Deluxe ("Client"). Contractor's services shall begin on March 28, 2018 and end on December 31, 2018 (the "end date") (this time period shall be the "minimum time requirement"). Contractor shall perform these services at a rate of \$ 45.00 per hour ("Contractor's Rate").
2. When the minimum time requirement has elapsed, the Purchase Order shall be extended on a month-to-month basis (i.e. to the same day of the following month) to a new end date until: (a) the end-result has been completed; (b) DAHL or Client provides Contractor with notice that this Purchase Order shall not be extended; or (c) Contractor provides thirty (30) days prior written notice of the refusal to extend this Purchase Order. If the Purchase Order is extended, the same terms and conditions shall apply and Contractor shall be compensated at a new pro-rated Maximum Fee. This paragraph is intended to provide for extensions where the original time estimate for the project completion requires readjustment; it is not intended to extend the end date indefinitely or create a continuous relationship.
3. For billing and payment purposes, Contractor shall within one (1) business day after the end of each period, submit to DAHL an invoice along with a time record signed by an authorized Client representative verifying the number of hours of service were provided to the Client. No payment will be made to Contractor prior to receipt of the invoice and verified time records.
4. Contractor and Client shall agree on the hours and location where the services will be performed; DAHL shall have no input in these decisions.
5. Contractor agrees to complete the end result desired by Client.
6. Contractor's rate is a confidential matter between Contractor and DAHL; Contractor shall not divulge its rate to any other party, including the Client.
7. The following personnel of Contractor shall provide the services. Contractor acknowledges that such personnel have been informed and understand their obligations under this Purchase Order and the Independent Contractor Agreement.

Name: Sara H. Noto Date: 03/27/2018
Name: Date:



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The undersigned have read, understand, and agree to the terms and conditions set forth above.

DAHL CONSULTING _____

By: Sara H. Noto _____

By: _____

Its: Owner/Designer _____

Its: _____

PERSONNEL CONSENT

Dahl Consulting (“DAHL”) and Notobella Designs (“Contractor”) have entered into an Independent Contractor Agreement (“Agreement”) under which Contractor has agreed to provide services to the third party client (“Client”). Sara Noto (Contractor Personnel) will provide services on Client project as a member of Contractor and agrees as follows:

1. Fees for use of DAHL clients, employees and contractors

During the term of this Agreement (including any renewals or extensions) and for a period of one year thereafter, Contractor Personnel agrees that he/she will immediately pay DAHL a finder’s fee of \$100,000 if: (a) Contractor Personnel or anyone acting on his/her behalf, directly or indirectly provides or advises another of the opportunity to provide, any services to a client introduced through DAHL; or (b) Contractor Personnel or anyone acting on his/her behalf, directly or indirectly, retains or solicits for himself/herself or for another party, the services of any of DAHL’s employees or other contractors introduced through DAHL. For purposes of this paragraph, “introduced through DAHL” means where a client, employee, or other contractor came to the attention of Contractor Personnel in any manner through DAHL or is identified in any agreement with DAHL, Contractor or Contractor Personnel. “Client” includes any affiliates, customers or clients of the Client.

2. Representations

Contractor Personnel states to the best of his/her knowledge, information, and belief: (a) all information provided to DAHL, Client, Contractor related to Contractor Personnel’s qualifications is accurate; and (b) Contractor Personnel is not subject to any contractual limitations on his/her ability to perform services under this Agreement.

3. Confidentiality

Contractor Personnel agrees not to disclose to any third party, confidential information of DAHL, the Client, or anyone with a business or employment relationship with DAHL or Client. Contractor Personnel further agrees that he/she will not use, remove, transfer, transmit, reproduce or otherwise deal with confidential information or other tangible or intangible property of another party, except for the sole purpose of performing its services as a member of Contractor on Client project.

4. Benefits

Contractor Personnel acknowledges that in performing services on Client project, he/she is not an employee of DAHL or Client. Contractor Personnel acknowledges that he/she is not entitled to any benefits from DAHL or Client, including group insurance, liability insurance, disability insurance, paid vacation, sick leave or other leave, retirement plan, health plan, premium “overtime” pay, or any other benefit. Should Contractor Personnel be deemed to be entitled to any benefits or employee rights from DAHL or Client by operation of law or otherwise, Contractor Personnel expressly waives all such benefits. Contractor Personnel will look exclusively to Contractor to: (a) pay or withhold as required, federal, state, and local employment taxes (e.g. FICA and FUTA) or other taxes or payments (Contractor Personnel will provide DAHL with suitable evidence of payment upon request); (b) provide Worker’s Compensation coverage to the extent required by law; (c) pay the premium “overtime” rate for overtime hours if required; neither DAHL nor Client shall bear any responsibility to pay or withhold any of these taxes or other payments. In the event any individual or entity brings or threatens to bring a claim against DAHL or Client related to the status, acts or omissions of Contractor or Contractor Personnel, Contractor Personnel agrees to cooperate with DAHL and Client. Contractor



cooperation shall include providing accurate factual information to support representations of its status as an independent contractor.

5. Ownership of intellectual property

Contractor Personnel agrees that all documents, deliverables, software, systems designs, disks, tapes and any other materials (collectively, “materials”) created in whole or in part by Contractor Personnel in the course of or related to providing services to the Client shall be treated as a “work for hire” for the Client. Contractor Personnel will immediately disclose to the Client all discoveries, inventions, enhancements, improvements and similar creations (collectively, “creations”) made, in whole or in part, by Contractor Personnel in the course of or related to providing services to the Client. All ownership of any materials or creations shall vest exclusively with the Client, including any copyright rights, patent rights or any other intellectual property rights. Contractor Personnel acknowledges that the compensation it receives from Contractor includes compensation for assigning all intellectual property rights that may arise in the course of performance of services on Client’s project. Contractor Personnel hereby assigns to Client all right, title and interest that Contractor Personnel may have in such materials and creations without entitlement to any additional compensation and free of all liens and encumbrances of any type. Contractor Personnel agrees to execute any documents necessary by Client to register or perfect its intellectual property rights. Any rights conferred upon Client under this paragraph may only be waived or assigned in writing signed by an authorized representative of Client.

6. Indemnification

Contractor Personnel shall indemnify and hold harmless DAHL and Client, their owners, officers, directors, agents, and employees, from and against all claims, liabilities or costs (including attorney’s fees and court costs), brought by any other party, including private parties or governmental entities. The types of claims covered by this indemnification provision, shall include, but shall not be limited to Contractor Personnel breach of any provision under this Personnel Consent.

7. Applicable law

This Personnel Consent shall be governed by the laws of the State of Minnesota, without regard to choice of law principles, regardless of where Contractor Personnel is performing work, and any litigation shall be brought in the state or federal courts of the State of Minnesota. Contractor Personnel agrees to the exercise of personal jurisdiction over him/her by such courts to the full extent permitted by law.

As a member/employee of Contractor who will work on the Client’s project, I have been informed by Contractor and understand and agree to my obligations under this Personnel Consent, the Contractor Agreement, and the Purchase Order.



Contractor Personnel

Date: 03/27/2018

INDEPENDENT CONTRACTOR CONFIDENTIALITY AGREEMENT

1. Definitions. We intend all words used in this agreement to have their plain meanings in ordinary English, except those specifically described by law. Specific terms we use in this Agreement have the following meanings:
 - A. I, me, and my include both the employee, associate employee, or independent contractor signing this Agreement and anyone who has or obtains any legal rights or claims through me.
 - B. You, your, and DAHL means Dahl Consulting, St. Paul, Minnesota, and any company related to DAHL in the present or past, its present or past officers, directors, employees, stockholders, and agents of DAHL, and any person who acted on behalf of or on instructions from DAHL.
 - C. We, us and our include DAHL and me.
 - D. Service and services means any actual or similar business you are engaged in or activity you offer your clients, including any services I performed on your behalf.
 - E. Confidential information means any information not generally known in your business by others, including your competitors or the general public, and includes trade secrets. It also includes information about clients, marketing, sales, data processing, compensation, and finances. For example, confidential information may be contained in marketing plans or proposals, client lists, the particular needs and requirements of clients, the identity of clients and potential clients, and sales and purchasing data. It includes information labeled "confidential" or "trade secret," and information not expressly identified as such if, under the circumstances, I know that you intend to keep that type of information confidential.
 - F. Our relationship. I am or will be an an independent contractor of DAHL, which is a position of trust, and confidence in which I may receive or contribute to your confidential information and develop and maintain close working relationships with your clients.
2. Reasons for Agreement. You have expended significant time and money on promotion and advertising in the development of good will and sound business relationships with your clients. Your clients are valuable, special and unique asset to your business. My failure to keep my promises in this Agreement would seriously harm your business and cause monetary loss that would be difficult, if not impossible to measure.
3. Non-Disclosure. I will not, during or after the term of our relationship, disclose your confidential information which I may learn or acquire during our relationship to any other person or entity or use your confidential information for my own benefit or for the benefit of another unless you expressly direct me to do so.
4. Return of Property. If either you or I end our relationship, I will deliver to you all of your property, including work in progress, originals and copies of business forms, catalogs, client lists, financial information, and all other material in my possession or control which belongs to you or contains information subject to this Agreement.
5. Relief. If I violate this Agreement you may seek injunctive relief and/or any other remedy allowed to you by law and collect from me a reasonable attorney's fee and costs incurred in bringing any action against me or otherwise enforcing the terms of this Agreement.



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6. Construction. If a court rules that any part of this Agreement is not enforceable, that part may be modified by the court to make it enforceable or it may be severed and the other parts of the Agreement shall remain enforceable. This Agreement shall be construed and interpreted according to the laws of the State of Minnesota.

7. Non-Waiver. Your failure to enforce a breach of any part of this Agreement will not prevent you from enforcing it as to any other breach of the Agreement.

8. Assignment. This Agreement may be assigned by you.

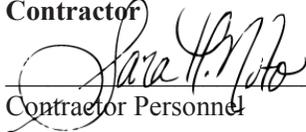
9. Requirements for Modification or Revocation. The restrictions contained in this Agreement will continue to exist after our relationship has ended for any reason. This Agreement may not be canceled, modified, or otherwise changed except by another written agreement signed by me and by your authorized officer.

10. Consideration. Our relationship is full and fair reason for the promises made in this Agreement. If our relationship begins at the time I sign this Agreement, the agreement by you to enter into our relationship is full and fair reason for me to enter this Agreement.

11. Voluntary Agreement. I ACKNOWLEDGE THAT I HAVE CAREFULLY READ THIS AGREEMENT, THAT I UNDERSTAND ITS TERMS, THAT ALL UNDERSTANDING AND AGREEMENTS BETWEEN DAHL AND ME RELATING TO THE SUBJECTS COVERED IN THE AGREEMENT ARE CONTAINED IN IT, AND THAT I HAVE ENTERED INTO THE AGREEMENT VOLUNTARILY AND NOT IN RELIANCE ON ANY PROMISES OR REPRESENTATIONS BY YOU OTHER THAN THOSE CONTAINED IN THIS AGREEMENT ITSELF.

I FURTHER ACKNOWLEDGE THAT I HAVE BEEN GIVEN THE OPPORTUNITY TO DISCUSS THIS AGREEMENT WITH MY PRIVATE LEGAL COUNSEL AND HAVE TAKEN ADVANTAGE OF THAT OPPORTUNITY TO THE EXTENT I WISH TO DO SO.

Contractor


Contractor Personnel

03/27/2018

Date

Dahl Consulting

Date



INDEPENDENT CONTRACTOR INSURANCE ACKNOWLEDGEMENT & ELECTION

WORKER'S COMPENSATION

As an Independent Contractor with Dahl Consulting (DAHL), I acknowledge the requirement for me to carry Worker's Compensation Insurance as defined in my Independent Contractor Agreement.

- I currently hold/maintain the state's mandatory minimum limits of Workman's Compensation coverage of at least \$100,000 each accident, \$100,000 each employee and \$500,000 policy limit. *Certificate of Insurance attached.*
- I do not to carry worker's compensation insurance. I fully understand that, as an Independent Contractor with an executed work agreement with DAHL, I am not included in the worker's compensation insurance policy carried by DAHL. I further waive any and all rights to future claims to DAHL and their clients.

Company Name of Contractor: notobella designs

By: Sara H. Noto

Its: Owner/Designer



INSURANCE

As an Independent Contractor with Dahl Consulting (DAHL), I acknowledge the requirement for me to obtain and maintain the following insurance policies while performing services under my signed project schedule and as defined in my Independent Contractor Agreement:

- *Comprehensive General Liability insurance coverage combined single limit of one million dollars (\$1,000,000) per occurrence as well as annual aggregate limits of \$2,000,000.*
- *Professional Liability insurance in the amount of one million dollars (\$1,000,000) per occurrence and annual aggregate covering errors and omissions.*

- As an Independent Contractor, I currently hold/maintain the above insurance policies. *Certificate of Insurance attached.*
- As an Independent Contractor, I do not hold/maintain the above insurance policies. I understand that I will be covered only under Dahl's Professional Liability Insurance policy while performing services under my signed project schedule for a non-reimbursable fee of \$250 which will be deducted from my first payment from DAHL. I further waive any and all rights to General Liability claims towards DAHL.

Company Name of Contractor: notobella designs

By: Sara H. Noto

Its: Owner/Designer