

Independent Contractor Agreement

This Independent Contractor Agreement (hereafter referred to as the “Agreement”) is hereby entered into on this 1 of June 2017, by and between the Consulate General of Italy in San Francisco and Brio Five Strategies (Contractor), with offices at 20 Avila Street, Suite A, San Francisco, California 94123.

Whereas, the Consulate General of Italy in San Francisco needs to achieve the appropriate public relations, sponsorship and event production targets for quarter 2, 3 & 4 2017 civic program in a way that requires professional services not normally available through its staff, Company and Contractor hereby agree to the following:

- 1) The Consulate hereby engages Contractor, and Contractor accepts engagement, to provide and coordinate public relations, media, sponsorship and event production incorporating strategic partnerships with organizations, including but not limited to the following events:
 - California Mille
 - Festa della Repubblica
 - Design Week
 - Italian Heritage Month San Francisco
 - Italian Food Week
 - NICE Film Festival

- 2) The term of this contract shall commence on June 1st, 2017 and Contractor shall perform said services until December 31st 2017. Both parties may terminate this contract, with or without cause, upon seven days’ written

notice. Contractor and Consulate intend this agreement to be one of independent contractor

- 3) Accordingly, Contractor retains the sole right to control or direct the manner in which the service described herein are to be performed. Subject to the foregoing, the Consulate retains the right to inspect, stop, and prescribe conformity with the provisions of this Agreement.
- 4) Contractor is, and throughout this Agreement shall be, an independent contractor and not an employee, partner or agent of the Consulate. Contractor shall not be entitled to nor receive any benefit normally provide to Consulate's employees such as, but not limited to, vacation payment, retirement, health care or sick pay. The Consulate shall not be responsible for withholding income or other taxes from the payments made to Contractor. Contractor shall be solely responsible for filing all returns and paying any income, social security or other tax levied upon or determined with respect to the payments made to Contractor pursuant to this Agreement.
- 5) Unless otherwise agreed to by the Consulate in advance, Contractor shall be solely responsible for procuring, paying for and maintaining any computer equipment, software, paper, tools or supplies necessary or appropriate for the performance of Contractor's services hereunder.
- 6) Under no circumstances is the Contractor to remove originals or reproductions of any of the Consulate's records or correspondence, nor to disclose confidential information to any outside party.
- 7) For services referred to in Section 1 & 2, Consulate will pay the Contractor a total amount not to exceed \$10,000. Such payment shall be disbursed upon receipt of an invoice, and after approval of the work by the Consulate.
- 8) Contractor agrees that this Contract does not warrant or imply that any future short or longterm agreements or employment will be offered to the Contractor by the Company or any other agency of the Italian Government.

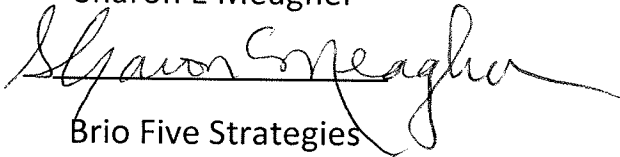
- 9) Controlling Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.
- 10) Headings. The headings in this Agreement are inserted for convenience only and shall not be used to define, limit or describe the scope of this Agreement or any of the obligations herein.
- 11) Final Agreement. This Agreement constitutes the final understanding and agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, understandings and agreements between the parties, whether written or oral. This Agreement may be amended, supplemented or changed only by an agreement in writing signed by both parties.
- 12) In compliance with the Italian Government "Transparency Act" (D.Lg. no. 33/2013), which mandates all Government offices to publish on their institutional website notices of all disbursements in excess of 1,000 Euro, Contractor consents to the disclosure of the terms of this Agreement by the Company to such purpose only, as required and specified by art. 26 of the above mentioned Act.
- 13) Notices. Any notice required to be given or otherwise given pursuant to this Agreement shall be in writing and shall be hand delivered, mailed by certified mail, return receipt requested or sent by recognized overnight courier service as follows:

If to Contractor: 20 Avila Street Suite A, San Francisco, California 94123
- 14) Severability. If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this

Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.

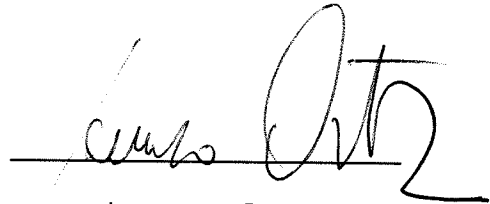
IN WITNESS WHEREOF, this Agreement has been executed by the parties as of the date first above written.

Sharon E Meagher



Brio Five Strategies

Contractor



Lorenzo Ortona

Consul General of Italy in San Francisco



1.06.2017