



### **IT MANAGED SERVICES RETAIL SUPPORT AGREEMENT**

This agreement, effective from 24th day of March, 2015, between:

[REDACTED] A MINKOFF, LLC, with a corporate address of 16 West 22<sup>nd</sup> Street, New York, NY 10011, hereinafter known as "Minkoff", and

TEKCENTRIK, LLC, with a corporate address of 112 West 34<sup>th</sup> Street, New York 10120, hereinafter known as "Tekcentrik".

#### **RECITALS**

Tekcentrik will be engaged as an independent contractor for IT managed services retail support provider for Minkoff and the New York, San Francisco, Los Angeles and future stores on an ongoing basis.

Tekcentrik represents that it has complied with all Federal, State, and local laws to carry out said business and the Scope of Work which is to be performed pursuant to this Agreement.

Minkoff desires to engage and contract for the services of the Tekcentrik to perform certain tasks as set forth below, and in compliance with the terms and conditions set forth herein.

**NOW, THEREFORE**, in consideration of the above recitals and the mutual promises and conditions contained in this Agreement, the Parties agree as follows:

#### **STATUS OF TEKCENTRIK**

This Agreement does not constitute a hiring by either party. It is the parties' intention that Tekcentrik shall have an independent contractor status and not be an employee for any purposes, including, but not limited to, any and all laws concerning taxes and benefits, and third party liability claims. Tekcentrik shall retain sole and absolute discretion in the manner and means of carrying out their activities and responsibilities under this Agreement. This Agreement shall not be considered or construed to be a partnership or joint venture, and Minkoff shall not be liable for any obligations incurred by Tekcentrik unless specifically authorized in writing. Tekcentrik shall not act as an agent of the Minkoff, ostensibly or otherwise, nor bind Minkoff in any manner, unless specifically authorized to do so in writing.

#### **TERM OF CONTRACT**

This agreement is subject to a contract term of March 24, 2015 through March 24, 2019.

#### **TASKS, DUTIES, AND SCOPE OF WORK**

Tekcentrik shall provide technical and resolution support services for Minkoff's internal network from 24 x 7, 7 days a week. During the provided support hours, Minkoff may request support from Tekcentrik via email or telephone for remote support. Tekcentrik shall respond to the support request within 4 hours of when the request is received.