

# CONTRACTOR AGREEMENT FOR AGENCY SUPPORT

[Agreement number redacted]

This Contractor Agreement (the "Agreement") is dated 2 of January 2018, by and between 1124538 B.C LTD. company having its registered address at 600-1090 Georgia Str, Vancouver, B.C., Canada ("Client"), and [redacted] ("Contractor"), [redacted] and having its registered address at [redacted]. Individually, the Client and the Contractor may be referred to as a "Party", collectively the Client and Contractor shall be referred to as "the Parties". [Contractor name and contact details redacted]

## WITNESSETH:

WHEREAS, Client desires to engage Contractor as an independent contractor, and Contractor desires to be so engaged, for the purpose of performing certain consulting, design and software development services described below (the "Services"), on the terms and conditions hereinafter set forth.

THEREFORE, for and in consideration of the mutual covenants and undertakings set forth below, the parties agree as follows:

- Engagement: Scope. Client hereby engages Contractor as an independent contractor and Contractor hereby accepts such engagement on the terms set forth herein. Contractor agrees to perform the services described on Exhibits attached hereto in professional, timely and competent manner as would be expected of an experienced digital product agency. The term of the Client's engagement of Contractor shall be as set forth on Exhibits, or as mutually extended in writing by the parties or terminated as provided herein.
- Payment for Services. In consideration for Contractor's services as described in clause 1, Client shall pay the Contractor at the terms and prices agreed in appropriate Exhibits. Client will pay Contractor in U.S. Dollars in the form of electronic wire transfer payment for work performed as documented in each Invoice submitted in accordance with the requirements of this Agreement, but not to exceed 14 (fourteen) days from the date of Invoice (subject to confirmation of performance of the work and delivery of any deliverables). If Client does not pay Contractor within 14 (fourteen) days, Contractor will add a 1.5 (one point five) % monthly finance charge to the balance that is owed. Under this agreement, the sender (normally, the Client) is responsible for expenses incurred on money transfers by the sender's bank, while the recipient (normally, the Contractor) is responsible for expenses incurred on money transfers by the recipient's bank.
- Changes to Exhibits. If Client wishes to implement major revisions to Exhibits which were prior accepted by Contractor and made part of this Agreement or if Client wishes to implement major revisions after Client has already accepted Contractor's work product following completion of any stage of design and development, Client shall submit to Contractor a written proposal specifying the desired changes.
- Reporting. Contractor will report directly to the contact person identified as such on Exhibit A (the "Contact Person(s)") with respect to services performed under this Agreement, which Contact Person may be periodically modified by the Client. During the course of performing his services, Contractor shall maintain contact with the Contact Person(s) and will update the Contact Person(s) on the status of Contractor's efforts on behalf of the Client.
- Ownership of Output. Contractor agrees that the output, including designs, the related documentation and all other related materials delivered by it to the Client under this Agreement (the "Output") shall be the sole property of Client. Contractor assigns (by way of present and, where appropriate, future assignment) to Client with full title guarantee the copyright and any other intellectual property rights in the Output. [Notwithstanding the provisions of this clause, the Contractor does not and will not assign the ownership of (i) any proprietary software of the Contractor not specifically developed for the Client under this Agreement (the "Contractor's Proprietary Software"), (ii) any proprietary software of third parties incorporated into the Output (the "Third Party Software"). The Contractor (i) grants to the Client

a non-exclusive license to use the Contractor's Proprietary Software and (ii) warrants to the Client that the Client has a non-exclusive license to use the Third Party Software, in each case for the purposes of using and developing the Output as envisaged by the Client.] Contractor has the right to use the results of the works done in marketing purposes (web site, cases, references) in consultation and agreement with Client .

6. Non-disclosure.

This Master Agreement is covered by the NDA attached as appendix. Both Parties acknowledge that the Confidential Information to be disclosed hereunder is of a unique and valuable character, and that the unauthorized dissemination of the Confidential Information would destroy or diminish the value of such information. The damages to each Party that would result from the unauthorized dissemination of the Confidential Information would be impossible to calculate. Therefore, both Parties hereby agree that each Party shall be entitled to injunctive relief preventing the dissemination of any Confidential Information in violation of the terms hereof. Such injunctive relief shall be in addition to any other remedies available hereunder, whether at law or in equity. Each Party shall be entitled to recover its costs and fees, including reasonable attorney's fees, incurred in obtaining any such relief. Further, in the event of litigation relating to this Agreement, the prevailing Party shall be entitled to recover its reasonable attorney's fees and expenses.

7. Non-Solicitation. The Parties agree not to recruit each other's employees, consultants or contractors unless written permission is obtained from the other party. This provision shall remain in effect for a period of 2 (two) years after termination of this Agreement. In Client's efforts to develop a local team with Contractor, a separate exhibit will be prepared during the project for outlining how both parties work together to source key personnel.

8. Indemnification. The Parties agree to indemnify and hold harmless one another (including payment of reasonable attorneys' fees), their corporate affiliates, and any employee or agent thereof (each of the foregoing being hereinafter referred to individually as "Indemnified Party") against all liability to third parties (other than liability solely the fault of the Indemnified Party) arising from third party legal action in connection with the Output, the Services or otherwise in relation to this Agreement. The Indemnifying Party's obligation to indemnify any Indemnified Party will survive the expiration or termination of this Agreement by either party for any reason. The Indemnified Party shall conduct the defense of any such third party action arising as described herein unless the Parties shall mutually agree otherwise.

9. Limitation of Liability. In no event shall either of the parties hereto be liable to the other for the payment of any consequential, indirect, or special damages, including lost profits.

10. Assignment. Neither party shall assign the whole or any part of this Agreement or sub-contract any of its obligations under this Agreement without the other party's prior written consent such consent not to be unreasonably withheld.

Any subcontract made by Contractor in order to provide the Services shall incorporate by reference all the terms of this Agreement. Contractor agrees to guarantee the performance of any subcontractor used in performance of the Services.

11. Dispute Resolution. In the event of any dispute, claim, question, or disagreement arising from or relating to this Agreement or the breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question, or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. If they do not reach such solution within a period of 60 (sixty) days, then the provisions of clause 14 shall apply. Nothing in this clause shall prevent either Party from seeking and obtaining emergency orders or injunctions where the circumstances require urgent remedy. The common courts having jurisdiction over the Client shall have exclusive jurisdiction over any claim arising under and/or related to this Agreement.

12. Force Majeure. Neither party shall be held liable for any failure of or delay in the performance of this Agreement for the period that such failure or delay is due to causes beyond its reasonable control, including but not limited to acts of God, war, strikes or labor disputes, embargoes, government orders or any other force majeure event.

13. Termination.

Either party may terminate this Agreement upon 30 (thirty) days' notice to the other party for any reason or no reason in such party's sole discretion.

- Unless the Client has a claim against the Contractor arising out of the Contractor's performance of this Agreement, the termination of this Agreement shall not relieve Client from its obligation to pay any sum that may be then or thereafter owing to Contractor nor operate to discharge any liability of either Party that had been incurred prior to any such termination.
- Notwithstanding the foregoing the Contractor may terminate this Contract by giving at least 5 (five) business days' notice to the Client if:
  - The Client has not paid a correctly rendered invoice within 30 (thirty) days of receipt of that invoice; and
  - The Contractor has given the Client:
    - a. A first notice 7 (seven) days after the due date of the invoice, specifying the failure to pay.
    - b. A second notice 7 (seven) days after the first notice, referring to the first notice and giving the Client at least 7 (seven) days to pay the invoice.
- Notwithstanding the foregoing the Client may terminate this Contract by giving written notice to the Contractor if the Contractor commits a material breach of its obligations under this Contract and (if such breach is remediable) fails to remedy that breach within a period of 30 days after being notified by the Client in writing to do so.

14. No Waiver. A party's failure to exercise or delay in exercising any right, power or privilege under this Agreement shall not operate as a waiver; nor shall any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof.

15. Governing Law and Jurisdiction. This Agreement shall be governed by and construed, interpreted and enforced in accordance with the law of Estonia (EU), without regard to choice or conflict of law principles that would result in the application of any Laws other than the Laws of Estonia (EU). Unless any alternative dispute resolution procedure is agreed between the parties, the parties agree to submit to the exclusive jurisdiction of the Courts of Estonia (EU) in respect of any dispute which arises out of or under this Agreement.

16. Duration. This Agreement shall remain in effect for 1 (one) year from the signing date. Thereafter, it shall automatically renew for another 1 (one) year term, unless either party provides written notice to the other of its intent to terminate this Agreement not less than 60 (sixty) days before the end of the current term.

17. Data Protection. The Contractor undertakes to comply with all reasonable requests that the Client may at any time make with a view to ensuring that both the Output itself and the processes and procedures of the Parties in relation to it are compliant with the requirements of any applicable data protection law.

18. Severability. If any provision of this Agreement is invalid or unenforceable under any statute or rule of law, the provision is to that extent to be deemed omitted, and the remaining provisions shall not be affected in any way.

19. Marketing and Promotion - The Contractor will not use any mention of Client in any related materials, collateral, or communications without express written consent from the Client at any point. This term extends beyond the Duration of this contract

20. Expenses Reimbursement. When travel to a Client location is required, Client will reimburse all reasonable travel related expenses for Contractor team hereunder only if such expenses have been authorized in writing in advance by Company prior to the incurring of such expense.

Reimbursement shall be made by payment within fourteen (14) days after receipt of invoice rendered by Contractor and supporting receipts. An itemized bill for all expenditures and supporting invoices and receipts shall be submitted to Company for payment.

This agreement is EXECUTED and in effect as of the date above first written.



### Signatures

1124538 B.C LTD.

Address: 600-1090 Georgia Str, Vancouver, B.C.,  
Canada

Signature:

*[Peter Smith]*

\_\_\_\_\_  
Name: Peter Smith  
Title: President, CEO



Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: CEO

[Name, details and signature of Contractor redacted]

**EXHIBIT A**  
**STATEMENT OF WORK**  
of the **CONTRACTOR AGREEMENT FOR AGENCY SUPPORT**  
[Redacted] from 02 of January 2018

1. This Statement of Work (the "SOW") dated as of January 2nd, 2018 defines a business transaction and provides the scope (including development of Deliverables), timeframe, hourly rates and prices of Services to be provided, as well as sets out payment arrangements and schedule with regard to the charges payable.

**2. Scope of Work and Payments**

a. During the term of this Exhibit A, The Gradient will invoice Customer each month for the actual work completed (described in Appendix A) during the previous month using the following rates for time and material:

Role	Hourly Rate
Product Designer	[Redacted]
Design Director / Partner (The Gradient Company Service)	[Redacted]

[Hourly rate redacted]

- b. Proposed schedule, expected roadmap and payment plan can be found in Appendix A. Please note that this scope and schedule is based on expected start from 9 of January 2018 and could be changed with a mutual agreement between Customer and The Gradient in future
  - c. The rates are subject to annual review as a part of Master Services Agreement review performed by The Gradient
  - d. The Customer shall pay The Gradient amount of first sprint [Redacted] as an advance payment. [Advance amount redacted]
  - e. Reimbursable Expenses: Any reasonable expenses (including travel fee - 50 USD/Day for Foreign trips) that are sufficiently documented by The Gradient and are authorized in advance and in writing by Customer, shall be paid by Customer.
3. This SOW shall be effective when signed by both Parties, and thereafter shall remain in effect until works described in Clause 2 and Appendix A of this agreement are completed and the corresponding Deliverables are provided.
4. Should the Customer wish to engage The Gradient for the provision of Services, which are out of the scope of this SOW, new SOW shall be signed by the Parties subject to the provisions contained in this Agreement.

**Signatures**

1124538 B.C LTD.

Address: 600-1090 Georgia Str, Vancouver, B.C.,  
Canada

[Redacted Signature]

[Redacted Signature]


[Redacted Signature]

[Redacted Signature]

  
Signature:

[Peter Smith]

Name: Peter Smith  
Title: President, CEO

  
Signature:

  
Name:  
Title: CEO

[Name, details and signature of Contractor redacted]

**Appendix A (continued)**

[Proposed schedule, expected roadmap, pricing and other details have been redacted.]