

# INDEPENDENT CONTRACTOR'S AGREEMENT

THIS AGREEMENT entered into this 6 day of March, 2017, between META DOS, INC., D/B/A: A+ MOBILE PC TECHS and/or D/B/A: A+ MOBILE PC DOCTORS, a Delaware corporation (hereinafter the "Company") with its principal place of business located at P.O. BOX 5553 Carefree, AZ 85377 and MPR SOFT INC (legal name), residing at (legal name), residing at 44790 Maynard St, Ste 150 Ashburn VA 20147 (hereinafter the "Contractor").

## WITNESSETH

**WHEREAS**, the Company is in the business of on-site and remote access computer and information technology networking, service, repair and consulting, and,

**WHEREAS**, the Company from time to time will secure the services of independent contractors to help carry out the Company's business, and,

**WHEREAS**, the Company desires to contract for the services of Contractor and to train Contractor,

**NOW, THEREFORE** for and in consideration of the mutual promises contained herein, and other good and valuable consideration, the parties agree as follows:

1. **Engagement.** The Company hereby engages Contractor as an independent contractor to provide services to the Company as an on-site computer networking service, repair, training, follow-up, web development, programming and other information technology services.
2. **Duration.** The services to be performed by Contractor pursuant to this Agreement shall commence on the date first written above and terminate pursuant to this Agreement.
3. **Compensation.** Per Purchase Order.
4. **Independent Contractor Relationship.** Any other provision of this Agreement to the contrary, notwithstanding, this Agreement does not constitute a hiring by either party nor does it constitute an Agreement of employment. The parties' intention is that Contractor be an independent contractor and not the employee of the Company and that Contractor retain discretion in the manner and means of carrying out the services described in paragraph one, above. This Agreement shall not be construed as a partnership or joint venture and neither party hereto shall be liable for any obligations incurred by the other party except as expressly provided herein. By signature of this agreement, Contractor consents to allow Company to utilize his/her local address and zip code for service marketing purposes. Unless otherwise required by applicable law, the Company shall not withhold from Contractor's compensation any amounts for social security or federal or state income taxes. Contractor recognizes that it is his/her legal responsibility to pay all applicable federal and state income taxes (including estimated taxes), social security, Medicare and all applicable federal and state self-employment taxes.
5. **Expenses.** Except as authorized in writing by the Company within three (3) business days of such purchase, Contractor shall be responsible for all expenses incurred as a result of performing the services described in paragraph one herein, including and not limited to any and all unauthorized purchases made independently or facilitated by the Company's credit card.
6. **Equipment.** Except as expressly agreed in writing by mutual consent of the parties to this Agreement, any equipment required by Contractor to perform the services described above shall be furnished by Contractor.



7. **Indemnification.** Contractor shall indemnify and hold harmless the Company, its officers, and directors against all claims, obligations or liabilities including court costs and attorneys' fees, arising out of the Contractor's tortious or unauthorized acts, misrepresentations, omissions, failure to perform his/her obligations hereunder, or any acts not expressly authorized in writing, related to or beyond the scope of this Agreement.

8. **Non-Disclosure of Confidential Information.** Contractor recognizes and acknowledges that confidential information may exist from time to time, with respect to the business of the Company and the Company's customers. Accordingly, Contractor shall not, during or after the term of this Agreement, disclose to any individual or entity any confidential information relating to the business of the Company and the Company's customers. Further, Contractor shall not, without prior written consent of the Company disclose to any person, firm or company, whether or not a competitor of the Company, and shall during or after the term of this Agreement, use his or her best efforts to prevent the publication or disclosure of, any information concerning the business, business practices, method of sales, training, assets, accounts or finances of the Company's business and the Company's customers or any of the secrets, dealings, transactions or affairs of the Company, including, but not limited to, trade secrets, costs, pricing practices, customer lists, financial data, employee information or information as to the organization structure, which have or may come to his or her knowledge during or after the term of this Agreement, or previously or otherwise. Contractor shall use his or her best efforts to cause his or her representatives, attorneys, accountants and advisors to whom information is disclosed to comply with the provisions of this paragraph eight. At any time the Company may reasonably request, Contractor shall forthwith surrender to the Company all documents and copies of documents in their possession relating to the foregoing, including, but not limited to, internal and external business forms, manuals, correspondence, notes, customer lists and computer programs, and Contractor shall not make or retain any copy or extract of any of the foregoing.

9. **Non-Impairment of Goodwill.** During and after the term of this Agreement, Contractor shall not disparage, in any manner or respect, the Company or the financial soundness and responsibility, personnel or practices of the Company's business.

10. **Non-Solicitation & Non-Compete.** During or after the term of this Agreement and for a period of one year thereafter Contractor shall not either personally or by his agent or by letters, circular or advertisements and whether for himself or herself or on behalf of any other person, company or firm;

10.1 canvas or solicit business (for any business similar to those being provided by the Company at the time of the termination of this Agreement) from any person, company or firm who is at the time of such termination of this Agreement or has been at any time within two years prior to such termination of this Agreement, a customer of the Company with which Contractor had communications at any time within two years preceding the date of such termination of this Agreement; or accept employment either as a contractor or full-time employee with any of Company's customers or clients to which Contractor is introduced directly or indirectly as a result of work being performed on behalf of Company or Company's clients (such as Mphasis Limited).

10.2 arrange or assist in the employment of any employee or Contractor of the Company or otherwise induce any employee or Contractor of the Company to leave or stop rendering service to the Company's employment.

10.3 must disclose ownership or part ownership or any interest in any other business which sells products and/or performs any of the various programs and services performed or rendered by the Company including those services rendered by the Contractor for the Company.

10.4 must disclose to Company and current, present or future professional or personal relationships as they develop with any other business which sells products and/or performs any of the various programs and services performed or rendered by the Company including those services rendered by the Contractor for the Company.

SM 3/6/2017



11. **Termination.** This agreement is valid in perpetuity, however this agreement and the relationship created hereby may be terminated by either party at any time without cause upon one week notice given to the other. The Company shall have the additional right to terminate this Agreement immediately by notice to Contractor when such termination is for cause including, without limitation, dishonesty, fraud, misrepresentation to the Company or any third person or breach of this Agreement.

12. **Other Activities.** Contractor may engage in other activities for compensation during the term of this Agreement so long as those activities do not conflict with the responsibilities or limitations agreed to by Contractor herein.

13. **Insurance.** Contractor shall also maintain in full force and effect insurance coverage consisting of comprehensive general public liability insurance, automobile, bodily injury, property damage, worker's compensation, with coverage in amounts and form satisfactory to Company. Upon Company's request, Contractor shall deliver to Company, certificates of such insurance which stipulate that no less than ten days written notice via Certified Mail shall be given to Company, prior to termination or changes in the coverage or amounts thereof.

14. **Mediation and Arbitration.** Any disputes between the parties hereto, whether arising under this agreement or otherwise, which the parties cannot resolve between themselves using good faith shall be:

14.1 Referred to a court certified mediator of the Chancery Court in the County of the principal office of the Company, and any mediation shall be held in the County of the principal office of the Company. The parties shall share equally in the cost of said mediation.

14.2 In the event that said dispute is not resolved in mediation, the parties shall submit the dispute to a neutral arbitrator residing in the County of the principal address of the Company. The arbitration shall be held in the County of the principal office of the Company. The Company shall recover all fees and costs of said arbitration. In the event that the parties are unable to agree upon an arbitrator within 15 days of the date on which either party requests arbitration of a matter, the arbitrator shall be provided by the American Arbitration Association. The parties further agree that full discovery shall be allowed to each party to the arbitration and a written award shall be entered forthwith. Any and all types of relief that would otherwise be available in Court shall be available to both parties in the arbitration. The decision of the arbitrator shall be final and binding. Arbitration shall be the exclusive legal remedy of the parties. Judgment upon the award may be entered in any court of competent jurisdiction.

14.3 If either party refuses to comply with a ruling or decision of the arbitrator and a lawsuit is brought to enforce said ruling or decision, it is agreed that the party not complying with the ruling or decision of the arbitrator shall pay the court costs and reasonable attorney's fees (including Trial and Appellate attorney's fees) incurred in enforcing the ruling or decision of the arbitrator.

14.4 Any rights of injunctive relief shall be in addition to and not in derogation or limitation of any other legal rights.

15. **Interpretation of this Agreement.** The parties acknowledge that this Agreement is the product of mutual efforts by the parties and their respective agents. This Agreement shall be interpreted neither more favorable in favor of one party, nor less favorably in favor of another party.

16. **Entire Agreement.** This Agreement constitutes the entire understanding of the parties and supersedes all prior discussions, negotiations, Agreements and understandings, whether oral or written, with respect to its subject matter.

17. **Modification.** No change, modification or waiver of this Agreement shall be valid unless it is in writing and signed by all the parties who are bound by the terms of this Agreement.

18. **Severability.** If any provision of this Agreement is held invalid, unenforceable, or void by a court of competent jurisdiction, this Agreement shall be considered divisible as to such provision, and the remainder of the Agreement shall



be valid and binding as though such provision were not included in this Agreement.

19. **Benefits; Binding Effects.** This Agreement shall be binding upon and shall operate for the benefit of the parties hereto and their respective executors, administrators, successors, and assigns.

20. **Venue and Jurisdiction.** Should a lawsuit be necessary to enforce this Agreement the parties agree that jurisdiction and venue are waived and suit shall be brought in the county of the principal office of the Company.

21. **Notices.** Any notice, demand or other communication required or permitted by this Agreement must be in writing and shall be deemed to have been given and received:

- 21.1 if delivered by overnight delivery service or messenger, when delivered, or
- 21.2 if mailed, on the third business day after deposit in the United States mail, certified or registered postage prepaid, return receipt requested, or
- 21.3 if faxed, telexed or telegraphed, twenty-four hours after being dispatched by fax, telegram or telex; in every case addressed to the party to be notified as follows:

If to Company:

**META DOS, INC.**  
**D/B/A: A+ MOBILE PC TECHS**  
**D/B/A: A+ MOBILE PC DOCTORS**  
P.O. BOX 5553 Carefree, AZ 85377  
Telephone Number: (617) 723-1986

If to Contractor:

MPR SOFT INC  
Full Legal Name

44790 Maynard Sq, Ste 150  
Mailing Address

Ashburn  
Town

VA  
State

20147  
Zip

203.636.9300 xtn 293  
Telephone number: Fax:

22. **No-Waivers.** The written waiver by any party of any other party's breach of any provision of this Agreement shall not operate nor be construed as a waiver of any subsequent breach, and the written waiver by any party to exercise any right or remedy shall not operate nor be construed as a waiver or bar to the exercise of such right or remedy upon the occurrence of any subsequent breach. All waivers under this Agreement must be in writing and signed by the parties hereto.

23. **Headings.** Headings in this Agreement are for convenience only and shall not be used to interpret or construe its provisions.

24. **Governing Law.** This Agreement shall be governed by the laws of the State of Arizona (without regard to the laws that might be applicable under principles of conflicts of law) as to all matters, including, but not limited to, matters of validity, construction, effect and performance.

25. **Counterparts.** This Agreement may be executed in two or more parts, each of which shall be deemed an original but all of which together shall be one and the same instrument.



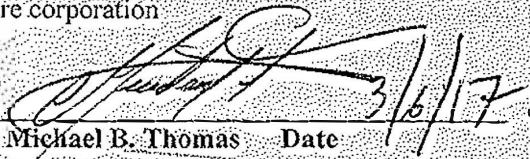
26. Facsimile Copy. A facsimile copy of this Agreement and any signatures affixed hereto shall be considered for all purposes as originals.

IN WITNESS WHEREOF the parties have executed this Independent Contractors Agreement as of the day and year first above written.

COMPANY:

META DOS, INC. D/B/A: A+ MOBILE PC TECHS and/or D/B/A: A+ MOBILE PC DOCTORS, a Delaware corporation

By:

 3/6/17  
Michael B. Thomas Date

President, META DOS, INC.

D/B/A: A+ MOBILE TECHS

D/B/A: A+ MOBILE PC DOCTORS

Signature: Contractor's Representative Date

Bhargav Reddy Ankireddygar

Contractor's Name - Printed

819-26-0573

Contractor's Social Security Number