

Independent Contractor Agreement

This Independent Contractor Agreement is made and entered into as of the date of grant set forth below.

BETWEEN: Office Kamae LLC (the "Company"), with a mailing address of Ichigo Higashi-Ikebukuro Building 6F, 1-34-5 Higashi-Ikebukuro, Toshima, Tokyo 170-0013 Japan:

AND: Waison Lee (the "CONTRACTOR"), a mailing address of 415 W 27th Ave, Vancouver, Canada.

The Company requests the Contractor to perform and complete services for it in connection with Lancers and Crowdworks (the "Platformers"); and

NOW THEREFORE, the parties hereto, intending to be legally bound in consideration of the mutual covenants and agreements set forth herein, hereby agree as follows:

TERM

- **This Agreement is valid until September 30, 2023, Japan Standard Time, and is automatically renewed for another one month until Company terminates this Agreement.**

NATURE OF SERVICES:

- Contractor will perform the services, as more particularly described, for Company as an independent contractor (the "Services").
- The Services have been specially ordered and commissioned by Company.
- To the extent the Services include materials subject to copyright, Contractor agrees that the Services are done as "work made for hire" as that term is defined under States, copyright law, and that as a result, Company will own all copyrights in the Services.
- Contractor will perform such services in a diligent and workmanlike manner and in accordance with the schedule.
- The content, style, form and format of any work product of the Services shall be completely satisfactory to Company and shall be consistent with Company's standards.
- Company agrees that Contractor's services need not be rendered at any specific location and may be rendered at any location selected by Contractor
- Contractor hereby grants Company the right, but not the obligation, to use and to license others the right to use Contractor's, and Contractor's employees', name, voice, signature, photograph, likeness and biographical information in connection with and related to the Services.
- The Contractor shall provide the necessary equipment to perform the Services. If the Contractor has obtained employees or agents (the "Contractor Personnel"), the Contractor shall be solely responsible for all costs associated with the Contractor Personnel.

INDEPENDENT CONTRACTOR STATUS:

- The Parties intend that the Contractor and any Contractor Personnel be engaged as independent contractors of Company.
- Nothing contained in this Agreement will be construed to create the relationship of employer and employee, principal and agent, partnership or joint venture, or any other fiduciary relationship.
- The Contractor may not act as agent for, or on behalf of, the Company, or to represent the Company, or bind the Company in any manner.
- Contractor will not be entitled to worker's compensation, retirement, insurance or other benefits afforded to employees of the Company.

INDEPENDENT CONTRACTOR RELATIONSHIP:

- Contractor's relationship with Client will be that of an independent contractor, and nothing in this Agreement is intended to, or should be construed to, create a partnership, agency, joint venture, or employment relationship.
- Contractor will not be entitled under this Agreement to any of the benefits that Client may make available to its employees, including but not limited to working visa support, group health insurance, life insurance, profit-sharing, retirement benefits, paid vacation, holidays or sick leave, or workers' compensation insurance.
- Contractor may perform the services required by this Agreement at any place or location and at such times as Contractor shall determine. Contractor agrees to provide all tools and instrumentalities, if any, required to perform the services under this Agreement.

CONFIDENTIAL INFORMATION:

- Contractor agrees to keep secret and to not disclose any of the terms of this Agreement to any third parties, with the limited exception of disclosures to Contractor's accountant or legal counsel who are required to have such confidential Company information in connection with the performance of the services they provide to Contractor.
- Additionally, it is mutually recognized that the business of Company and the nature of the Services Contractor will perform will permit Contractor access to confidential information of Company and persons and entities with whom Company conducts business or from whom Company obtains information.
- As used in this Agreement, "information" shall mean any information or knowledge, including matters of a technical nature such as studies, research projects, development plans and matter of a business nature, such as lists, customer requirements and other data not available to the public.
- During and after the Contracting Period, Contractor shall not disclose or appropriate any information for Contractor's own use or for the use of any third parties.

COOPERATION:

- Contractor agrees that, following any termination of this Agreement, Contractor will continue to provide reasonable cooperation to the Company and/or any other member of the Company Group and its or their respective counsel in connection with any

investigation, administrative proceeding, or litigation relating to any matter that occurred during this Agreement in which Contractor was involved or of which Contractor has knowledge.

SEVERABILITY:

If any provision of this Agreement is held by a court of law to be illegal, invalid or unenforceable, that provision shall be deemed amended to achieve as nearly as possible the same economic effect as the original provision, and the legality, validity, and enforceability of the remaining provisions of this Agreement shall not be affected or impaired thereby.

APPLICABLE LAW AND ATTORNEY'S FEES:

- This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of Japan.
- The courts of Tokyo, Japan have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims)
- In any action or suit to enforce any right or remedy under this Agreement or to interpret any provision of this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees, costs and other expenses.

COMPENSATION:

- In consideration for the services to be performed and completed by Contractor, Corporation agrees to pay Contractor 65% of the sales revenue, excluding VAT, after deducting commission, service fees, and any sort of deductions by the "Platformers". Company to disclose such expense/deduction details provided by the Platformers, upon request from Contractor.
- Company to transfer the compensation in Japanese Yen to the bank account designated by Contractor within 7 days after Company's receipt of the funds for the related work from the Platformers. All bank charges related to the settlement shall be covered by Contractor.
- Tools and Instruments: Contractor will supply all tools, equipment, and supplies required to perform the services under this Agreement.
- Out-of-pocket expenses: Contractor will pay all out-of-pocket expenses unless Company agrees to reimburse in advance in formal writing.

MISCELLANEOUS PROVISIONS:

- The provisions of this Agreement shall be binding upon and endured to the benefit of the heirs, personal representatives, successors and assigns of the parties.
- Any provision hereof which imposes upon Contractor or Company an obligation after termination or expiration of this Agreement shall survive termination or expiration hereof and be binding upon Contractor or Company.
- In the event of a default under this Agreement, the defaulted party shall reimburse the non-defaulting party or parties for all costs and expenses reasonably incurred by the

non-defaulting party or parties in connection with the default, including without limitation, attorney's fees.

- This Agreement and any Scope of Work attached hereto may not be amended or modified otherwise than by a written agreement executed by the parties hereto.
- The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement. This Agreement may be executed in counterparts that together shall constitute a single agreement.
- The failure of Company at any time to enforce performance by Contractor of any provisions of this Agreement shall in no way affect Company's rights thereafter to enforce the same, nor shall the waiver by Company of any breach of any provision hereof be held to be a waiver of any other breach of the same or any other provision.

NOTICES:

- Any notices to be given hereunder by either party to the other may be affected either by personal delivery or by mail, registered or certified, postage prepaid with return receipt requested.
- Mailed notices shall be addressed to the parties at the addresses appearing in the introductory paragraph of this Agreement, but each party may change that address by written notice in accordance with this paragraph.
- Notices delivered personally shall be deemed communicated as of the date of actual receipt; mailed notices shall be deemed communicated as of three 3 days after the date of mailing.

ENTIRE AGREEMENT:

This Agreement, including the Exhibits, constitutes the entire understanding and agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous agreements or understandings, inducements or conditions, express or implied, written or oral, between the parties.

TERMINATION OF AGREEMENT:

- This Agreement may be terminated by the Company immediately, at will, and in the sole discretion of the President of the Company.
- Contractor may terminate this Agreement upon fourteen 14 days written notice to the Company.
- This Agreement also may be terminated at any time upon the mutual written agreement of the Company and Contractor.

IN WITNESS WHEREOF, the Company has caused this Agreement to be signed by a duly authorized officer, and Participant has affixed his/her signature hereto.

Office Kamae LLC
Date: August 31, 2023
Yoshiyuki Kamae

CONTRACTOR
Date: August 31, 2023
Waison Lee