

# INDEPENDENT CONTRACTOR AGREEMENT

(BROKER)

DgTal Synergy Co., Ltd  
6020 Bd Lavoisier, Montréal, Canada

**DgTal Synergy Co., Ltd** is a global distributed team which consists of developers and brokers. Our contractors are developers or brokers. Brokers provide their personal information to create accounts at job marketplaces in the US/EU, and payment methods accordingly. Developers make money using their accounts, and developers/brokers share the available income on a monthly fixed/percent basis.

This Agreement is entered into as of 6/27/2023, between **DgTal Synergy Co., Ltd** ("the company") and \_\_\_\_\_ ("the contractor").

1. **Independent Contractor.** Subject to the terms and conditions of this Agreement, the Company hereby engages the Contractor as an independent contractor to perform the services set forth herein, and the Contractor hereby accepts such engagement.
2. **Duties, Term, and Compensation.** The Contractor's duties, term of engagement, compensation and provisions for payment thereof shall be as set forth in the estimate previously provided to the Company by the Contractor and which may be amended in writing from time to time, or supplemented with subsequent estimates for services to be rendered by the Contractor and agreed to by the Company, and which collectively are hereby incorporated by reference.

## 1) HOW DO WE WORK:

Due to the marketplace (e.g., Upwork) rigorous security policy, developers can't use brokers' accounts on their ends. They use accounts with Anydesk / Teamviewer remotely. So, developers purchase computers for their accounts and ship to their brokers mailing address. One developer can connect with multiple brokers. This is the start of the individual business between developer and broker.

Once the developer starts working and as the time goes, brokers should handle ID/visual verification. Developers get jobs more and more, the accounts will be

grown gradually, the monthly income will be increased accordingly, then mutual benefit will also be increased.

Developers and brokers share all information of all accounts, payment methods credentials to be transparent and build long term firm relationships.

Brokers provide all preparations for getting jobs, instead make money without any coding, working, interviews, whatsoever to get the jobs.

Regarding sharing compensations from the offered jobs, the developers MUST get paid through brokers' payment methods or banks given.

## 2) DUTIES:

The Contractor (Broker) will assist in bank accounts, payment methods, all types of verifications from marketplaces (like Upwork, Freelancer), turning on devices 24/7, and other various duties for the company and clients and for the company whenever asked and/or needed.

- Turn the remote computer on 24/7 with good internet condition and electricity
- Assist developers in creating Upwork/Payment/Bank/Google accounts and other required accounts
- If brokers can handle video/voice calls so that developers get the jobs, the company should consider bonus compensation on a monthly fixed/percent basis according to each job.
- There are two plans except the above duties.

Basic plan: Brokers and developers work on freelancing job marketplaces (Upwork only for now).

Advanced plan: Brokers and developers work on remote job marketplaces (Linkedin, Indeed, etc).

## 3) TERM:

This engagement shall commence upon execution of this Agreement and shall continue in full force and effect for (2) years or earlier upon completion of the Contractor's duties under this Agreement. The Agreement may only be extended thereafter by mutual agreement, unless terminated earlier by operation of and in accordance with this Agreement.

We have two plans between brokers and company/developers.

## 4) COMPENSATION:

Compensation shall be paid through paypal, payoneer, ACH, via credit card.

- Fixed basis  
This option works for only basic plans (look DUTIES). Compensation date is the last date of each month.  
The amount is different based on the locations of brokers.  
US/Canada: \$200  
Europe: \$150  
South America: \$130  
Asia: \$100
- Percent basis  
Developers and brokers share income by percent. The initial percent value for each broker is 10%. And as the business is growing, this percent value can be increased by the following efforts of brokers.
  - ▷One broker refers another broker - 20%
  - ▷The broker supports job interviews and daily/weekly team meeting, and all video/voice call communications - 30%

On a percent basis, the brokers can't be paid until their developers get the job. Once the developers get the job, you can share benefits based on developers' companies' compensation policy.

3. **Expenses.** During the term of this Agreement, the Contractor shall bill and the Company shall reimburse [him or her] for all reasonable and approved out-of-pocket expenses which are incurred in connection with the performance of the duties hereunder. Notwithstanding the foregoing, expenses for the time spent by Contractor in traveling to and from Company facilities or service locations shall not be reimbursable.

4. **Written Reports.** The Company asks contractors (brokers) identification documents, new independent bank accounts/credit cards/paypal/payoneer from their personal lives.

5. **Termination.** The Company may terminate this Agreement at any time by written notice to the Contractor. In addition, if the Contractor is convicted of any crime of offense, fails or refuses to comply with the written policies or reasonable directive of the Company, is guilty of serious misconduct in connection with performance hereunder, or materially breaches provisions of this Agreement, the Company at any time may terminate the engagement of the Contractor immediately and without prior written notice to the Contractor.

**6. Warranty and Indemnification.** Contractor warrants that the service that it will provide in accordance with this agreement is its own original work and will not expose the Company to any claims of infringement. In the event that infringement claims arise against Company regarding work service supplied to Company by Contractor, Contractor will indemnify and hold Company and each of its Subsidiaries and Affiliates and their respective directors officers, employees, licensees, agents and other representatives harmless from and against all costs, losses and expenses of any kind including, without limitation, fines, penalties, disbursements, awards of damages, profits, delivery up or destruction, interest, litigation costs, settlement payments, attorney's or patent agent's fees and expert's fees, and costs associated with any rework, reservice, license or other contract termination, field recall or inventory purge resulting from or relating to any claim of infringement.

**7. Successors and Assigns.** All of the provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, if any, successors, and assigns.

**8. Choice of Law and Venue.** The laws of Canada shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the parties hereto. Any action commenced pertaining to this agreement must be brought in Cache County, Utah, Huntersville, Irvine, Toronto, Montreal, Lima, Barranquilla, Tokyo, Paris, Madrid. By executing this agreement all parties are waiving objections to venue, personal jurisdiction, or subject matter jurisdiction in Canada or the county of Cache.

**9. Waiver.** Waiver by one party hereto of breach of any provision of this Agreement by the other shall not operate or be construed as a continuing waiver.

**10. Assignment.** The Contractor shall not assign any of [his or her] rights under this Agreement, or delegate the performance of any of [his or her] duties hereunder, without the prior written consent of the Company.

**11. Notices.** Any and all notices, demands, or other communications required or desired to be given hereunder by any party shall be in writing and shall be validly given or made to another party if personally served, or if deposited in Canada/United States mail, certified or registered, postage prepaid, return receipt requested. If such notice or demand is served personally, notice shall be

deemed constructively made at the time of such personal service. If such notice, demand or other communication is given by mail, such notice shall be conclusively deemed given five days after deposit thereof in the Canada/United States/ mail addressed to the party to whom such notice, demand or other communication is to be given as follows:

**IF TO THE CONTRACTOR:**

Full Legal Name:

Address:

City, State, Zip:

Date of Birth:

Driver's License, ID or Passport:

Expiration:

SIGNATURE: \_\_\_\_\_

**IF TO THE COMPANY:**

DgTal Synergy Co., Ltd  
6020 Bd Lavoisier, Montréal, Canada

12. **Modification or Amendment.** No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties hereto.

**13. Entire Understanding.** This document and any exhibit attached constitute the entire understanding and agreement of the parties, and any and all prior agreements, understandings, and representations are hereby terminated and canceled in their entirety and are of no further force and effect.

**14. Unenforceability of Provisions.** If any provision of this Agreement, or any portion thereof, is held to be invalid and unenforceable, then the remainder of this Agreement shall nevertheless remain in full force and effect.

IN WITNESS WHEREOF the undersigned have executed this Agreement as of the day and year first written above. The parties hereto agree that facsimile or electronic signatures shall be as effective as if originals.

**DgTal Synergy Co., Ltd Contractor**

By:  
Its: Managing Member and /or Officer

By: \_\_\_\_\_  
Its: Authorized Signatory

CEO: Waison Lee

Date: 6/15/2024

Date: \_\_\_\_\_