

## Independent Contractor Agreement

This Independent Contractor Agreement (the “**Agreement**”) is entered into \_\_\_\_\_ 5/1/2024 \_\_\_\_\_ (the “**Effective Date**”), by and between \_\_\_\_\_ OsakaUniversity \_\_\_\_\_, with an address of \_\_\_\_\_ 1-1 Yamadaoka, Suita, Osaka 565-0871, Japan \_\_\_\_\_ (the “**Client**”) and \_\_\_\_\_ Singapore \_\_\_\_\_, with an address of \_\_\_\_\_ Manjul Bhargava \_\_\_\_\_, (the “**Contractor**”), individually referred to as “the **Party**” and collectively “the **Parties**.”

### BACKGROUND:

The Contractor possesses the following experience, skills, and/or knowledge:

Web scraping \_\_\_\_\_ Python, Selenium \_\_\_\_\_

The Client requires the following work to be completed and wishes to engage the Contractor to perform such work:

**Scraping of undefined number of phone numbers from Infobel.com/Hungary. The scraped numbers have to be mobile numbers and should be distinct from the ones we OsakaUniversity. Already has in their database.**

THEREFORE, the Parties agree as follows:

1. **Services.** The Client requests and the Contractor agrees to perform the following specific Services (the “**Services**”):

**Scraping of an undefined phone numbers from Infobel.com/Hungary subject to the caveat that each scraped number needs to be a mobile number and has to be distinct from the ones we already have in our database (to be shared with the Contractor).**

**Organising entries in an accessible csv or xls file for the client with one row standing for one number and the corresponding city where the owner of that phone number is located**

The Contractor agrees to perform duties and tasks related to the Services as part of the Services. If additional Services, outside the scope of those Services set forth above, are required, the Parties will enter into a new agreement or amend this Agreement.

2. **Compensation.** The Parties agree the Contractor will be compensated as follows:

**200 USD for the first scraping data.**

**0.0022 USD for each new phone number scraped that satisfy the criteria specified above.**

3. **Ownership of Work Product (the “Work Product”).** As a result of this Agreement, the Contractor will create the Work Product, including, but not limited to, documents, presentations, reports and the like, physical and/or electronic. All Work Product shall be owned by the Client. The Contractor does not maintain any rights to this Work Product and shall turn over all Work Product upon the termination of this Agreement.
4. **Term.** This Agreement shall commence upon the Effective Date, as stated above, and will continue until \_\_\_\_\_ **15<sup>th</sup> of January**\_\_\_\_\_.
5. **Independent Contractor Relationship.** The Parties agree that the Contractor is providing the Services under this Agreement and acting as an Independent Contractor and not as an employee. This Agreement does not create a partnership, joint venture, or any other fiduciary relationship between the Client and the Contractor.
6. **Confidentiality.** During the course of this Agreement, it may be necessary for the Client to share proprietary information, including trade secrets, industry knowledge, and other confidential information, with the Contractor in order for Contractor to complete the Services. The Contractor will not share any of this proprietary information at any time. The Contractor also will not use any of this proprietary information for the Contractor’s personal benefit at any time. This section remains in full force and effect even after termination of the Agreement by its natural termination or early termination by either Party.
7. **Termination.** This Agreement may be terminated at any time by either Party upon written notice to the other Party. The Client will be responsible for payment of all Services performed up to the date of termination, except for in the case of the Contractor’s breach of this Agreement, where the Contractor fails to cure such breach upon reasonable notice. Upon termination, the Contractor shall return all Client content, materials, and all Work Product to the Client at its earliest convenience, but in no event beyond thirty (30) days after the date of termination.
8. **Representations and Warranties.** Both Parties represent that they are fully authorized to enter into this Agreement. The performance and obligations of either Party will not violate or infringe upon the rights of any third-party or violate any other agreement between the Parties, individually, and any other person, organization, or business or any law or governmental regulation.
9. **Indemnity.** The Parties each agree to indemnify and hold harmless the other Party, its respective affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees, and costs of any kind or amount whatsoever, which result from the negligence of or breach of this Agreement by the indemnifying party, its respective successors and assigns that occurs in connection

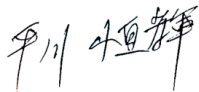
with this Agreement. This section remains in full force and effect even after termination of the Agreement by its natural termination or early termination by either Party.

10. **Limitation of Liability.** UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR ANY DAMAGES RESULTING FROM ANY PART OF THIS AGREEMENT SUCH AS, BUT NOT LIMITED TO, LOSS OF REVENUE OR ANTICIPATED PROFIT OR LOST BUSINESS, COSTS OF DELAY OR FAILURE OF DELIVERY, WHICH ARE NOT RELATED TO OR THE DIRECT RESULT OF A PARTY'S NEGLIGENCE OR BREACH.
11. **Disclaimer of Warranties.** The Contractor shall complete the Services for the Client's purposes and to the Client's specifications. THE CONTRACTOR DOES NOT REPRESENT OR WARRANT THAT SUCH SERVICES WILL CREATE ANY ADDITIONAL PROFITS, SALES, EXPOSURE, BRAND RECOGNITION, OR THE LIKE. THE CONTRACTOR HAS NO RESPONSIBILITY TO THE CLIENT IF THE DELIVERABLES DO NOT LEAD TO THE CLIENT'S DESIRED RESULT(S).
12. **Severability.** In the event any provision of this Agreement is deemed invalid or unenforceable, in whole or in part, that part shall be severed from the remainder of the Agreement and all other provisions should continue in full force and effect as valid and enforceable.
13. **Waiver.** The failure by either Party to exercise any right, power, or privilege under the terms of this Agreement will not be construed as a waiver of any subsequent or further exercise of that right, power, or privilege or the exercise of any other right, power, or privilege.
14. **Legal Fees.** In the event of a dispute resulting in legal action, the successful Party will be entitled to its legal fees, including, but not limited to its attorneys' fees.
15. **Legal and Binding Agreement.** This Agreement is legal and binding between the Parties as stated above. This Agreement may be entered into and is legal and binding both in the United States and throughout Europe. The Parties each represent that they have the authority to enter into this Agreement.
16. **Governing Law and Jurisdiction.** The Parties agree that this Agreement shall be governed by the State and/or Country in which both Parties do business. In the event that the Parties do business in different States and/or Countries, this Agreement shall be governed by \_\_\_\_\_ **Hungarian** \_\_\_\_\_ law.
17. **Entire Agreement.** The Parties acknowledge and agree that this Agreement represents the entire agreement between the Parties. In the event that the Parties desire to change, add, or otherwise modify any terms, they shall do so in writing to be signed by both parties.

[ Remainder of this page intentionally left blank. Signature page follows. ]

The Parties agree to the terms and conditions set forth above as demonstrated by their signatures as follows:

**Client**



Signed: \_\_\_\_\_

Name: \_\_\_\_\_ 平川恒輝 \_\_\_\_\_

Date: \_\_\_\_\_ 5/1/2024 \_\_\_\_\_

**Contractor**



Signed: \_\_\_\_\_

Name: \_\_\_\_\_ Manjul Bhargava \_\_\_\_\_

Date: \_\_\_\_\_ 7/1/2024 \_\_\_\_\_