**INDEPENDENT CONTRACTOR AGREEMENT**

This Agreement is made by and between GoTrustID Inc., a Delaware Corporation, represented by Darren Lee, CEO, with its principal place of business at 17875 Von Karman Ave. STE 150, Irvine, CA 92614, USA, hereinafter referred to as “GoTrust” and Alott Technology Inc., represented by Minglian Chen, President, with its principal place of business at 500 Burlington Cir Apt 304, Wheeling, IL 60090, USA, hereinafter referred to as “Independent Contractor”.

# PERIOD. The agreement covers the period from September 16th 2018 to September 30th 2019.

# ENGAGEMENT. During the Period the Independent Contractor shall undertake the following activities for GoTrust:

1. Perform services as a lead engineer to GoTrust and in close cooperation with GoTrust team leaders for the execution of each project.
2. Other areas that are consistent with lead engineer position and that have been mutually agreed.
3. Provide market information to GoTrust as may be requested from time to time by GoTrust.
4. **EXPENSES.** GoTrust shall not be obligated to reimburse Independent Contractor for any expenses incurred by Independent Contractor in performing this Agreement.
5. **PAYMENTS.** Independent Contractor will be paid a monthly fee of USD4,583.33 and Independent Contractor will provide Monthly Statement to GoTrust early of each month. Statements will be paid at such times as GoTrust’s payroll obligations are normally paid, normally the 5th day of the following month. Payment of September 2018 will be calculated on a pro-rata basis and it will be made together with payment of October on November 5th 2018.
6. **CONFIDENTIALITY.** Independent Contractor recognizes that GoTrust has and will have information regarding the following:

|  |  |  |
| --- | --- | --- |
| product design | copyrights | costs |
| technical matters | customer lists | future plans |
| trade secrets | prices | business affairs |

and other vital information items (collectively, "Information") which are valuable, special and unique assets of GoTrust. Independent Contractor agrees that Independent Contractor will not at any time or in any manner, either directly or indirectly, divulge, disclose, or communicate any Information to any third party without the prior written consent of GoTrust. Independent Contractor will protect the Information and treat it as strictly confidential. A violation by Independent Contractor of this paragraph shall be a material violation of this Agreement and will justify legal and/or equitable relief. The confidentiality provisions of this Agreement shall remain in full force and effect after the termination of Agreement.

1. **TERMINATION.** Either Party may terminate this Agreement with one (1) month prior written notice to the other Party. If Independent Contractor performs unsatisfactorily, engages in misconduct, or breaches this Agreement, GoTrust may terminate this Agreement immediately upon any notice to Independent Contractor.
2. **RETURN OF PROPERTY.** Upon termination of this Agreement, Independent Contractor shall promptly deliver GoTrust's property or project/ business related documents back to GoTrust.

1. **NOTICES.** All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person or by email as information below:

GoTrustID Inc.

Name: Darren Lee

Email: darren.lee@gotrustid.com

Title: CEO

Address: 14F-3, No. 201, Sec. 2, WenXin Road, Taichung City 407, Taiwan

Independent Contractor

Name: Minglian Chen

Email: mchen60047@gmail.com

Title: President

Address: 500 Burlington Cir Apt 304, Wheeling, IL 60090, USA

Such addresses may be changed from time to time by either party by providing written notice in the manner set forth above.

1. **ENTIRE AGREEMENT.** This Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties.

1. **AMENDMENT.** This Agreement may be modified or amended, if the amendment is made in writing and is signed by both parties.

1. **SEVERABILITY.** If any provision(s) of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provision(s) shall continue to be valid and enforceable. If a court finds that any provision(s) of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid or enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

1. **WAIVER OF CONTRACTUAL RIGHT.** The failure of either party to enforce any provision(s) of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

1. **APPLICABLE LAW.** This Agreement shall be governed by the laws of Delaware without giving effect to its conflict of laws principles. The parties hereto irrevocably submit to the jurisdiction and venue of the First Instance of Court in California US to resolve any dispute related hereto or arising hereunder.
2. **OTHERS.** Both parties acknowledge that the Independent Contractor status is valid and that the Contracting Party would not have entered into this Agreement unless the other party was an Independent Contractor and warranted the same to the Contracting Party by signing this Agreement. Independent contractor shall responsible for providing all tools and material required for performance of the tasks agreed to.

# EXECUTION: Both parties have carefully read this document and agree that it represents their understanding of the Agreement between GoTrust and the Independent Contractor.

GoTrustID Inc.

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Darren Lee (CEO)

Dated: September 18th 2018

Independent Contractor

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Minglian Chen (President)

Dated: September 18th 2018