



INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contractor Agreement ("Agreement") is made and entered into as of July 7th, 2023 ("Effective Date") between Attraxia, LLC – Järvevana tee, Tallinn, Estonia, and Mr. Moussa Khodja – Cité 600 LOGTS, M'sila, Algeria, ("Contractor"). The parties agree as follows:

1. SERVICES AND COMPENSATION

1.1 Services. Primary Services of Contractor is Software Development.

1.2 Compensation. (a) Company will pay Contractor €2.1 EUR per service hour (b) Company will reimburse Contractor for all reasonable expenses incurred by Contractor in performing Services pursuant to this Agreement, if Contractor receives written consent from an authorized agent of Company prior to incurring the expenses and submits receipts for the expenses to Company in accordance with Company policy. (c) Contractor will submit to Company a written invoice for Services and expenses monthly, at the beginning of every month, to be paid in full less than 15 business days upon receipt.

2. TERM AND TERMINATION

2.1 Term. This Agreement commences on the Effective Date and will continue until termination as provided below.

2.2 Termination. Company and Contractor may each terminate this Agreement by giving a month prior written notice to the other. The first 60 days are considered the probationary period, during which time the Agreement can be terminated immediately.

2.3 Return of Materials. Upon the termination of this Agreement, or upon Company's earlier request, Contractor will deliver to Company all of Company's property and Confidential Information (as defined in Section 3.1) that is in Contractor's possession or control.

3. CONFIDENTIALITY

3.1 Definition. "Confidential Information" means any information that relates to the actual or anticipated business, research, or development of Company and any proprietary information, trade secrets, and know-how of Company that is (a) disclosed to Contractor by Company, directly or indirectly, in writing, orally, or by inspection or observation of tangible items or (b) developed by Contractor in the performance of this Agreement. Confidential Information includes, but is not limited to, Work Product, research, product plans, products, services, customer lists, development plans, inventions, processes, formulas, technology, designs, drawings, marketing, finances, and other business information. Confidential Information is the sole property of Company.

However, Confidential Information does not include:

- (a) information generally available to the public;
- (b) widely used programming practices or algorithms;
- (c) information rightfully in the possession of the Parties prior to signing this Agreement; and
- (d) information independently developed without the use of any of the provided Confidential Information.

3.2 Exceptions. Confidential Information does not include any information that: (a) was publicly known and made generally available in the public domain prior to the time Company disclosed the information to Contractor, (b) became publicly known and made generally available, after disclosure to Contractor by Company, through no wrongful action or inaction of Contractor or others who were under confidentiality obligations, or (c) was in Contractor's possession, without confidentiality restrictions, at the time of disclosure by Company, as shown by Contractor's files and records.

3.3 Nondisclosure and Non-use. Contractor will not, during and after the term of this Agreement, disclose the Confidential Information to any third party or use the Confidential Information for any purpose other than the performance of the Services on behalf of Company.

3.4 Former Client Confidential Information. During the term of this Agreement, Contractor will not improperly use or disclose any proprietary information or trade secrets of any former or current customer, client, or other person or entity with whom Contractor has an agreement or duty to keep in confidence information acquired by Contractor. Contractor will not bring onto the premises of Company any unpublished document or proprietary information belonging to a third party unless consented to in writing by that third party.

3.5 Third Party Confidential Information. Company has received, and in the future will receive, from third parties confidential or proprietary information subject to a duty on Company's part to maintain the confidentiality of the information and to use it only for certain limited purposes. Contractor owes Company and these third parties, during and after the term of this Agreement, a duty to hold this confidential and proprietary information in the strictest confidence and not to disclose it to any person or entity, or to use it except as necessary in carrying out the Services for Company consistent with Company's agreements with these third parties.

4. OWNERSHIP

4.1 Assignment. All works of authorship, designs, inventions, improvements, technology, developments, discoveries, confidential information, and trade secrets conceived, made, or discovered by Contractor in the course of or as a result of or as proceeds of the Contractor's services provided to Company hereunder, whether solely or in collaboration with others (collectively, "Work Product") will be the sole property of Company. To the extent that ownership of the Work Product does not by operation of law vest in Company, Contractor will assign (or cause to be assigned) and does hereby assign to Company all right, title, and interest in and to the Work Product, including all related intellectual property rights, and waives all moral rights thereto.

4.2 Further Assurances. Contractor will assist Company and its designees in every proper way to secure Company's rights in the Work Product and related intellectual property rights in all countries. Contractor will disclose to Company all pertinent information and data with respect to Work Product and related intellectual property rights. Contractor will execute all applications, specifications, oaths, assignments, and other instruments that Company deems necessary in order to apply for and obtain these rights and in order to assign and convey to Company, its successors, assigns, and nominees the sole and exclusive right, title, and interest in and to the Work Product, and any related intellectual property rights.

5. CONTRACTOR'S WARRANTIES

5.1 No Conflict. The entering into and performance of this Agreement by Contractor does not and will not: (a) violate, conflict with, or result in a material default under any other contract, agreement, indenture, decree, judgment, undertaking, conveyance, lien, or encumbrance to which Contractor is a party or by which it or any of Contractor's property is or may become subject or bound, or (b) violate any applicable law or government regulation. Contractor will not grant any rights under any future agreement, nor will it permit or suffer any lien, obligation, or encumbrances that will conflict with the full enjoyment by Company of its rights under this Agreement.

5.2 Right to Make Full Grant. Contractor has and will have all requisite ownership, rights, and licenses to fully perform its obligations under this Agreement and to grant to Company all rights with respect to the Work Product and related intellectual property rights to be granted under this Agreement, free and clear of any and all agreements, liens, adverse claims, encumbrances, and interests of any person or entity, including, without limitation, Contractor's employees, agents, artists, and contractors and their contractors' employees, agents, and artists, who have provided, are providing, or will provide services with respect to the development of the Work Product.

6. INDEMNIFICATION

6.1 Indemnification. Contractor will indemnify, defend, and hold harmless Company and its directors, officers, and employees from and against all losses, damages, liabilities, claims, taxes, costs, and expenses, including attorneys' fees and other legal expenses, arising directly or indirectly from or in connection with: (a) any negligent, reckless, or intentionally wrongful act of Contractor or Contractor's assistants, employees, or agents, (b) any breach by Contractor or Contractor's employees or agents of any of the covenants, warranties, or representations contained in this Agreement, (c) any failure of Contractor to perform the Services in accordance with all applicable laws, rules, and regulations, or (d) any violation or claimed violation of a third party's rights resulting in whole or in part from Company's use of any deliverable.

7. NON-SOLICITATION

7.1 Non-Solicitation. During the term of this Agreement and for one year after the termination of this Agreement, Contractor will not directly or indirectly, for itself or any third party: solicit or encourage any Personnel of Company or its affiliates to terminate employment with, or cease providing services to, Company or its affiliates. "Personnel" means any employee or contractor of the Company or its affiliates during the term of this Agreement. Contractor will also not directly or indirectly solicit the services of any of Company's client's employees, workers or contractors for Contractor's own benefit or for the benefit of any other person or entity or attempt to induce such employees, workers or contractors to terminate their employment/contract (whichever relevant) with Company.

7.2 Severability. If, in any judicial proceeding, a court refuses to enforce any of these separate covenants (or any 3 part of a covenant), then the unenforceable covenant (or part) will be eliminated from this Agreement to the extent necessary to permit the remaining separate covenants (or portions) to be enforced. If the provisions of this Section are deemed to exceed the time, geographic, or scope limitations permitted by law, then the provisions will be reformed to the maximum time, geographic, or scope limitations permitted by law.

8. INDEPENDENT CONTRACTOR BENEFITS

8.1 Benefits. Contractor acknowledges that Contractor and Contractor's employees will not receive benefits from Company either as consultants or employees, including without limitation paid vacation, sick leave, medical insurance, and retirement plan participation. If Contractor or a Contractor employee is reclassified by a government agency as an employee of Company, they will become a reclassified employee and will receive no benefits except those mandated by applicable law.

9. MISCELLANEOUS

9.1 Confidentiality of Agreement. Neither Company nor Contractor will not disclose any terms of this Agreement to any third party without the consent of the other party, except as required by applicable laws.

9.2 Governing Law. This Agreement shall be governed by the laws of Algeria.

9.3 Integration. This Agreement and all exhibits contain the entire agreement of the parties with respect to the subject matter of this Agreement and supersede all previous communications, representations, understandings, and agreements, either oral or written, between the parties with respect to said subject matter. No terms, provisions, or conditions of any purchase order, acknowledgement, or other business form that either party may use in connection with the transactions contemplated by this Agreement will have any effect on the rights, duties, or obligations of the parties under, or otherwise modify, this Agreement, regardless of any failure of a receiving party to object to these terms, provisions, or conditions. This Agreement may not be amended, except by a writing signed by both parties.

9.4 Relationship. The Parties agree that Contractor is a contractor for Company, and that there is no such statement in this Agreement that suggests that Contractor is an employee or partner of the Company or the Company’s clients, nor that the Software is a joint venture. All ownership interests, if any, shall be stated in a separate agreement.

1st Party’s Signature

Designed by:

Imed Boumalek

07/11/2023 @ 00:06 UTC

Date 11/07/2023

Mohamed Imed Eddine Boumalek, CEO of Attraxia

2nd Party’s Signature

Moussa Khodja

07/20/2023 @ 18:58 UTC

Date 20/07/2023

Mr. Moussa Khodja, Software developer

Signature Certificate

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