



INDEPENDENT CONTRACTOR AGREEMENT FOR PROGRAMMING SERVICES

This Independent Contractor Agreement for Programming Services ("Agreement") is made this 30th November 2020

BETWEEN: **Yaroslav Gondarenko** (the "Programmer"), existing under the laws of the **Russia Altayskiy kray**, with his/her residence located at Russia, Altayskiy kray Zavyalovskiy rayon selo Zavyalovo ulitsa 8 Mart dom 26

AND: **Kamermans Holding** (the "Developer"), a Limited Liability Company organized and existing under the laws of Aruba, with its head office located at Sabana Blanco 16A in Oranjestad

RECITALS

- A. WHEREAS, Developer is in the process of creating and developing a Digital Assets Exchange Platform dedicated to the trading and service rendering of crypto currencies, tokens and other forms of digital assets.
- B. WHEREAS, Developer has the need to retain the services of a programmer to create certain functional components to be integrated into the overall website of the Digital Assets Exchange Platform.
- C. WHEREAS, Programmer has background and experience in performing certain programming services that are needed by the Developer.
- D. WHEREAS, Developer desires to engage Programmer as an independent contractor to perform programming services for Developer and Programmer is willing to perform such services, on the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the above recitals and the mutual promises and conditions contained in this Agreement, the Parties agree as follows:

1. TERM

This Agreement shall be effective commencing 14 November 2020, and shall continue until terminated at the completion of the Scope of Work which shall occur no later than 21 January 2021 or by either party as otherwise provided herein.

STATUS OF INDEPENDENT CONTRACTOR

This Agreement does not constitute a hiring by either party. It is the parties intentions that Programmer shall have an independent contractor status and not be an employee for any purposes. Programmer shall retain sole and absolute discretion in the manner and means of carrying out their activities and responsibilities under this Agreement. This Agreement shall not be considered or construed to be a partnership or joint venture, and the Developer shall not be liable for any obligations incurred by Programmer unless specifically authorized in writing. Programmer shall not act as an agent of the Developer, ostensibly or otherwise, nor bind the Developer in any manner, unless specifically authorized to do so in writing.

2. PROGRAMMING SERVICES

1.1 Engagement and Services

Developer hereby engages Programmer, and Programmer accepts such engagement, subject to the terms and conditions contained herein, to perform for Developer the services described in

Attachment A (the “Architecture Design and Development Plan”)

1.2 Scope of Work

The parties intend that this Agreement shall act as a “master” agreement and that the terms hereof shall govern all services that are performed by the Programmer for the Developer, unless of course the parties specifically agree that this Agreement shall not apply in a separate written agreement signed by authorized representative of both parties. The precise activities to be performed in each assigned task shall be included in separate “mile stones” that shall be signed by both parties. Unless the mile stones specify otherwise, the mile stones shall be subject to the terms and conditions of this Agreement. Each mile stone shall be successively numbered. Each mile stone shall set forth a description and specifications of the work to be performed and the compensation to be paid to the Programmer for such services.

1.3 Deliverables; Specifications

Programmer shall use its best efforts to meet any delivery dates for Deliverables set forth in the mile stones, and to deliver Deliverables to Developer that conforms to any project specifications set forth in such Attachment(s). Programmer warrants that the Services will be performed promptly, diligently and in accordance with all reasonable professional standards for similar services, by the individual executing this Agreement. Deliverables shall include all computer programming code (in both object and source code form), scripts, all documentation and other written material relative thereto, and all other materials, items, media called for by the specifications or any work order.

1.4 Reasonable diligence

Programmer shall use reasonable diligence to promptly perform the services described herein and to meet any delivery dates or project deadlines agreed to by the parties and to provide services that are in compliance with agreed specifications and project parameters. All services shall be provided in a professional and workmanlike manner and in compliance with standard industry standards and by qualified and experienced personnel secured by the Programmer.

Programmer represents and warrants that it has no current commitments or obligations that will conflict with or otherwise interfere with or impede the performance of the services called for under this Agreement.

1.5 Work progress

Programmer shall continually communicate with the Developer regarding progress made by the Programmer in performing the services. Upon request from the Developer, Programmer shall prepare and deliver to the Developer written reports summarizing progress in providing the services called for in this Agreement.

1.6 Exclusivity

Programmer agrees that Programmer shall be prohibited from direct contact with any other Developer without the advanced written consent of the Developer, it being the intent and desire of the parties that the Developer act as the sole liaison with the Programmer.

COMPENSATION

2.1. Payment of Compensation

Compensation relative to each mile stone shall be set forth in the relevant Scope of Services. The The Scope of Services also include a payment schedule.

Programmer shall be entitled to compensation for performing those tasks and duties related to the Scope of Work as follows:

1 st mile stone: Requirement Lists and creation of architectural design.	15 th Nov USD. 2,000.00
2 nd mile stone: Detailed architectural design and creation of UI/UX design.	28 th Nov USD. 2,600.00
3 rd mile stone: Develop website CEX part and support marketing(1)	11 th Dec USD. 5,000.00
4 th mile stone: Develop website CEX part and support marketing (2)	25 th Dec USD. 5,000.00
5 th mile stone: Finish CEX part and make frontend for DEX part	8 th Jan USD. 4,000.00
6 th mile stone: Develop website DEX part	22 th Jan USD. 3,200.00
7 th mile stone: Finish DEX and maintain to live all part of platform	6 th Feb USD. 3,200.00
Total:	USD. 25,000.00

Such compensation shall become due and payable to Programmer in the following time, place, and manner:

1. Every time a mile stone is complete to the satisfaction of the Developer, payment shall be made.

2.2. Expenses

Developer shall not be responsible for any expenses in addition to the compensation set forth in any work order unless specifically agreed in such work order.

3. OWNERSHIP AND USE OF PROPRIETARY PROPERTY

3.1. Proprietary rights acknowledgment

Programmer expressly acknowledges and agrees that any and all proprietary materials created by Programmer in the scope of providing service hereunder shall be created as “works made for hire” as defined in the Aruban Copyright Act and that Developer shall be the true and lawful owner of all copyrights and other proprietary rights in and to such items and shall be considered to be the sole and exclusive author of such materials within the meaning of the Aruban Copyright Act. These items shall include, but shall not necessarily be limited to any and all deliverables resulting from the Programmer’s services or contemplated by this Agreement, all tangible results and proceeds of the Programmer’s services, work in progress, records, diagrams, notes, drawings, specifications, schematics, documents, designs, improvements, inventions, discoveries, developments, trademarks, trade secrets, customer lists, databases, software, programs, applications, solutions, (collectively referred to as "Proprietary Products") conceived, made or discovered by Programmer, solely or in collaboration with others, during the period of this Agreement. Furthermore, Programmer agrees to execute any and all documents and take all other actions necessary to vest full rights and ownership of such materials and the copyrights, patents, or other proprietary rights therefore in the Developer, including but not limited to executing confirmations of the work for hire status of the Programmer, executing copyright assignments irrevocably and fully assigning all copyrights to the Developer. Programmer hereby waives any other rights in and to such Proprietary Products that may attach or arise under any federal, state, local, international laws or the laws of any other country or jurisdiction, including but not limited to so-called "moral rights."

3.2. Previously created work

In the event that Programmer intends or plans to integrate any work that was previously created by the Programmer into any work product to be created in furtherance of the performance of services hereunder, the Programmer shall first provide written notice to the Developer and seek Developers written approval of the incorporation of such items. In the event that Developer consents, in its reasonable discretion, to the incorporation of such items into the work product to be created for the Developer, the Developer is hereby granted a worldwide, royalty free, perpetual, irrevocable license to use, distribute, modify, publish, and otherwise exploit the incorporated items in connection with the work product that is developed for the Developer.

3.3. Infringement

Programmer shall be the original author of all Deliverables and shall not provide any Deliverables or any portion of any Deliverable that infringes upon the intellectual property rights (copyright, patent, trademark, moral rights, privacy rights, trade secrets, or any other right) of any other party. Programmer hereby indemnifies and holds Developer and Developers harmless from and against any alleged, threatened or actual infringement asserted by any third party, which indemnification shall include ongoing payment of costs and attorney fees of defending or otherwise addressing any such claimed infringement related to Programmer's Deliverables.

3.4. Representation and warranties

Programmer represents and warrants that it shall be the sole and exclusive author of all Deliverables and that no other party shall have any rights or claims thereto. Programmer shall not subcontract any work provided hereunder to any independent contractor. All work must be performed by the Programmer and its bona fide employees.

3.5. Bug fixing

Programmer shall promptly fix any and all "bugs" or other defects in the Deliverables upon notice thereof from the Developer. This obligation shall survive the termination of this Agreement and the delivery and acceptance of any Deliverables.

4. CONFIDENTIAL INFORMATION

4.1. Nondisclosure

Programmer will not, during or subsequent to the term of this Agreement, use Developer's or any Developer's Confidential Information for any purpose whatsoever other than the performance of the Services on behalf of Developer or disclose Developer's Confidential Information to any third party, without the advanced written authorization of the Developer and/or the relevant Developer. Programmer further agrees to take all reasonable precautions to prevent any unauthorized disclosure of such Confidential Information including, but not limited to, limiting access to such information to individuals within its organization that have a bona fide need to know of such information, having each employee of Programmer, if any, with access to any Confidential Information execute a nondisclosure agreement containing provisions and restrictions substantially similar to those contained in this Agreement.

Programmer agrees not to disclose or communicate, in any manner, either during or after Programmer's agreement with Developer, information about Developer, its operations, clientele, or any other information, that relate to the business of Developer including, but not limited to, the names of its customers, its marketing

strategies, operations, or any other information of any kind which would be deemed confidential, a trade secret, a customer list, or other form of proprietary information of Developer. Programmer acknowledges that the above information is material and confidential and that it affects the profitability of Developer.

4.2. Breach of confidentiality is a breach of this Agreement

Programmer understands that any breach of this provision, or that of any other Confidentiality and Non-Disclosure Agreement, is a material breach of this Agreement. To the extent Programmer feels they need to disclose confidential information, they may do so only after obtaining written authorization from [an officer] of the Developer.

4.3. Advertising

Programmer shall not be permitted to make any press releases or disclose to any other party, in any marketing or advertising material or any other means of communication, the existence of the relationship between Developer and Programmer or the existence or any terms of conditions of this Agreement or that work is being performed relative to any Developer.

4.4. Definitions

For purposes of this Agreement, the term "Confidential Information" means and includes, any and all proprietary information of any nature or kind, technical data, trade secrets or know-how, including, but not limited to, research, product plans, products, services, customers, customer lists, markets, software, developments, inventions, processes, formulas, technology, designs, drawings, engineering, hardware configuration information, marketing, finances or other business information disclosed by Developer either directly or indirectly in writing or orally. Confidential Information does not include information which (i) is known to Programmer at the time of disclosure to Programmer by Developer or any Developer as evidenced by written records of Programmer, (ii) has become publicly known and made generally available through no wrongful act of Programmer or (iii) has been rightfully received by Programmer from a third party who is authorized to make such disclosure.

5. NOTICE CONCERNING WITHHOLDING OF TAXES

Programmer recognizes and understands that it will receive related tax statements, and will be required to file corporate and/or individual tax returns and to pay taxes in accordance with all provisions of applicable Federal and State law. Programmer hereby promises and agrees to indemnify the Developer for any damages or expenses, including attorney's fees, and legal expenses, incurred by the Developer as a result of independent contractor's failure to make such required payments.

6. AGREEMENT TO WAIVE RIGHTS TO BENEFITS

Programmer hereby waives and foregoes the right to receive any benefits given by Developer to its regular employees, including, but not limited to, health benefits, vacation and sick leave benefits, profit sharing plans, etc. This waiver is applicable to all non-salary benefits which might otherwise be found to accrue to the Programmer by virtue of their services to Developer, and is effective for the entire duration of Programmer's agreement with Developer. This waiver is effective independently of Programmer's employment status as adjudged for taxation purposes or for any other purpose. Neither this Agreement, nor any duties or obligations under this Agreement may be assigned by either party without the consent of the other.

TERMINATION

This Agreement may be terminated prior to the completion or achievement of the Scope of Work by either party giving 30 days written notice. Such termination shall not prejudice any other remedy to which the terminating party may be entitled, either by law, in equity, or under this Agreement.

Developer may terminate this Agreement immediately upon written notice to the Programmer in the event that the Programmer substantially breaches or defaults under any of Programmer's obligations contained in this Agreement or if the Programmer is unable to or refuses to perform services hereunder.

Upon the effective date of any termination of this Agreement, all legal obligation, rights and duties arising out of this Agreement shall terminate except that: (i) Developer shall remain obligated to pay any balance due to the Programmer for services provided hereunder; (ii) the Confidentiality Restrictions, Ownership of Proprietary Rights Provisions, and Programmer provisions of this Agreement shall continue to apply and shall survive the termination of this Agreement as ongoing covenants between the parties; (iii) Programmer shall have the continuing obligation to return to the Developer all tangible and intangible property of the customer and all versions of any Proprietary Products of the customer or developed for the Developer during the effectiveness of this Agreement; and (iv) Programmer shall have the ongoing duty and obligation to confirm in writing and take all reasonable steps to secure proprietary right in the Proprietary

Products developed pursuant to this Agreement in the name and exclusive ownership of the Developer.

NON-SOLICITATION

Programmers shall not, during the Agreement and for a period of one year immediately following termination of this Agreement, either directly or indirectly, call on, solicit, or take away, or attempt to call on, solicit, or take away, any of the customers or clients of the Developer on whom Programmer called or became acquainted with during the terms of this Agreement, either for their own benefit, or for the benefit of any other person, firm, corporation or organization.

NON-RECRUIT

Programmer shall not, during this Agreement and for a period of one year immediately following termination of this agreement, either directly or indirectly, recruit any of Developer's employees for the purpose of any outside business.

RETURN OF PROPERTY

On termination of this Agreement, or whenever requested by the parties, each party shall immediately deliver to the other party all property in its possession, or under its care and control, belonging to the other party to them, including but not limited to, proprietary information, customer lists, trade secrets, intellectual property, computers, equipment, tools, documents, plans, recordings, software, and all related records or accounting ledgers.

EXPENSE ACCOUNTS

Programmer and the Developer agree to maintain separate accounts in regards to all expenses related to performing the Scope of Work. Programmer is solely responsible for payment of expenses incurred pursuant to this Agreement unless provided otherwise in writing by the accounting department of the company. Programmer agrees to execute and deliver any agreements and documents prepared by Developer and to do all other lawful acts required to establish document and protect such rights.

WORKS FOR HIRE

Programmer agrees that the Scope of Work, all tasks, duties, results, inventions and intellectual property developed or performed pursuant to this Agreement are considered "works for hire" and that the results of said work is by virtue of this Agreement assigned

to the Developer and shall be the sole property of Developer for all purposes, including, but not limited to, copyright, trademark, service mark, patent, and trade secret laws.

LEGAL COMPLIANCE

Programmer is encouraged to treat all company employees, customers, clients, business partners and other affiliates with respect and responsibility. Programmer is required to comply with all laws, ethical codes and company policies, procedures, rules or regulations, including those forbidding sex harassment, discrimination, and unfair business practices.

7. LICENSING, WORKERS' COMPENSATION AND GENERAL LIABILITY INSURANCE

Programmer agrees to immediately supply the Developer with proof of any licensing status required to perform the Scope of Work pursuant to this Agreement, Workers' Compensation Coverage where required by law and General Liability Insurance, upon request of the Developer.

PERSONS HIRED BY INDEPENDENT CONTRACTOR

All persons hired by Programmer to assist in performing the tasks and duties necessary to complete the Scope of Work shall be the employees of Programmer unless specifically indicated otherwise in an agreement signed by all parties. Programmer shall immediately provide proof of legality of such employees by submitting the following documents: copy of passport, selfie and copy of water or electricity bill.

8. NOTICES

Any notice to be given hereunder by any party to the other may be affected either by personal delivery in writing, or by mail, registered or certified, postage pre-paid with return receipt requested. Mailed notices shall be addressed to the parties at the addresses appearing in the introductory paragraphs of this Agreement, but each party may change their address by written notice in accordance with this paragraph. Notices delivered personally shall be deemed communicated as of actual receipt; mailed notices shall be deemed communicated as of 14 days after mailing. Programmer agrees to keep Developer current as to their business and mailing addresses, as well as telephone, facsimile, e-mail and pager numbers.

ATTORNEY'S FEES AND COSTS

If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs and necessary disbursements incurred both before or after judgment in addition to any other relief to which such party may be entitled.

MEDIATION AND ARBITRATION

Any controversy between the parties to this Agreement involving the construction or application of any of the terms, provisions, or conditions of this Agreement, shall on written request of either party served on the other, be submitted first to mediation and then if still unresolved to binding arbitration. Said mediation or binding arbitration shall comply with and be governed by the provisions of the Aruban Law unless the Parties stipulate otherwise. The parties shall each appoint one person to hear and determine the dispute and, if they are unable to agree, then the two persons so chosen shall select a third impartial arbitrator whose decision shall be final and conclusive upon both parties. The attorneys fees and costs of arbitration shall be borne by the losing party, as set forth in paragraph 18, unless the Parties stipulate otherwise, or in such proportions as the arbitrator shall decide.

INDEMNIFICATION

Programmer shall defend, indemnify, hold harmless, and insure Developer from any and all damages expenses or liability resulting from or arising out of, any negligence or misconduct on Programmer's part, or from any breach or default of this Agreement which is caused or occasioned by the acts of Programmer. Programmers shall insure that its employees and affiliates take all actions necessary to comply with the terms and conditions set forth in this Agreement. Programmer shall name Developer as an additional insured on all related insurance policies including workers compensation, and general liability.

CONTAINMENT OF ENTIRE AGREEMENT

This Agreement is an independent document and supersedes any and all other Agreements, either oral or in writing, between the parties hereto, except any Confidentiality, Trade Secret, Non-Compete, Non-Disclosure, Indemnification or Arbitration Agreement. This Agreement contains all of the covenants and Agreements between the parties, except for those set forth in any Confidentiality, Trade Secret, Non-Compete, Non-Disclosure, or Arbitration Agreement.

REPRESENTATION

Each party of this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party hereto, or anyone acting on behalf of any party hereto, which are not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding. Any modification of this Agreement shall be effective only if it is in writing, signed and dated by all parties hereto.

PARTIAL INVALIDITY

If any provision of this Agreement is held by a Court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force and effect without being impaired or invalidated in any way.

GOVERNING LAW

This Agreement shall be governed by, and construed under, the laws of the Aruba.

IN WITNESS WHEREOF, the parties hereto have duly entered and executed this Agreement as of the day and year first above written and represent and warrant that the party executing this Agreement on their behalf is duly authorized.

PROGRAMMER

DEVELOPER

Yaroslav Gondarenko

Antony H.P. Kamermans, MBa
Senior Partner Kamermans Holding LLC

Authorize Signature:

Authorize Signature:

