

## **INDEPENDENT CONTRACTOR AGREEMENT**

This Independent Contractor Agreement (this “**Agreement**”) is made and entered into as of **September 24, 2024** (the “**Effective Date**”) by and between MCQUEEN LABS INC., a corporation duly formed under the laws of the State of Delaware (the “**Company**”) doing business as **MCQ Markets** and **Milos Klipa Gavanski** (the “**Contractor**”). The Company hereby engages the Contractor, and the Contractor agrees to hereby serve, as an independent contractor for Company.

**IN CONSIDERATION** of the mutual covenants, agreements, and representations contained herein and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by each party, the parties covenant and agree as follows:

1. **Services**

Acting as an independent contractor, Contractor will perform the services listed in Exhibit A (the “**Services**”). It is understood and agreed that the Company and Contractor may enter into new Statements of Work from time to time in the form of Exhibit A, setting out new projects to be undertaken. In any such case, the terms and conditions of this Agreement will continue to apply to the new Statements of Work.

2. **Fees**

For Services performed under this Agreement, Contractor will receive the compensation set out in Exhibit A (“**Fees**”).

3. **Independent Contractor**

3.1 During the term of this Agreement, Contractor will be a self-employed independent contractor with respect to performing services for Company.

3.2 Contractor agrees to report as self-employment income all monies received from the Company under this Agreement.

4. **Taxes**

4.1 Contractor will be solely responsible for payment of all applicable self-employment taxes and/or assessments imposed on the payment of compensation for the performance of consulting services including, without limitation, all employment insurance premiums, pension plan contributions, Social Security and Medicare taxes (FICA payments), workplace safety and insurance premiums, taxes on Contractor's income, and any other taxes, premiums, contributions or charges, statutory or otherwise, in respect of the provision of the services hereunder. Company will not make state or federal unemployment compensation contributions on Contractor's behalf or withhold state or federal income tax from Contractor's payments.

4.2 With respect to the Fees only, the Contractor hereby covenants and agrees to indemnify Company and save the Company harmless from and against any liabilities and claims whatsoever against the Company, including fines, penalties, and interest thereon, arising from a final and non-appealable judgement of a regulatory body, court, or similar body of competent jurisdiction (“**Tax Indemnity**”), provided that the Company has used best

efforts, at the Company's cost, to appeal, oppose, or otherwise challenge any classification of the relationship between the Contractor and Company which could give rise to any liability, claim, fine, or penalty specified in the Tax Indemnity.

5. **Expenses**

Contractor is not authorized to incur any expenses on behalf of Company without prior written consent of an authorized agent of Company, and all statements submitted by Contractor for services and expenses will be in the form prescribed by Company.

6. **Conduct**

Contractor will comply with all the rules and regulations of the Company from time to time in force which are brought to its notice and are applicable to Contractor.

7. **Proprietary Rights and Confidential Information**

Contractor agrees to execute the Intellectual Property and Confidential Information Agreement in the form attached hereto as Exhibit B ("**IP Agreement**"). The IP Agreement is hereby incorporated by reference into and is considered an integral part of this Agreement.

8. **Time of Services**

Contractor will devote such of its time and attention to the business of the Company as may be agreed to by Contractor and the Company. Subject to the obligations of Contractor hereunder, Contractor will be free to and is expected to offer services to other entities or persons, except where there may be a conflict of interest with the Company including, without limitation, where such entity or person is engaged in any business competitive with that of Company.

9. **No Solicitation**

Contractor agrees, for the term of this Agreement, and for a period of twelve (12) months thereafter, to refrain from soliciting, employing, contracting or interfering with any of Company's relationships with, or enticing away from the Company, any employee, contractor, consultant, customer, prospective customer, licensee, distributor, vendor or other source of supply of Company.

10. **Nonexclusivity of Services Other Than to Competitors**

During the Term of this Agreement, the Contractor shall not apply, bid, or contract for; or undertake any employment, independent contractor work, or consulting work with, any competitor of Company. The determination of which businesses constitute "competitors" of Company shall be solely within the exclusive discretion of the Company.

11. **No Breach**

Contractor warrants to Company that Contractor's entering into this Agreement and performing the obligations hereunder will not result in a breach, default or violation of any agreement, charter, instrument or other document to which Contractor is a party or otherwise bound.

12. **Term**

This Agreement will commence on September 24, 2024 and continue for a period up to and including September 24, 2025 (the “**Term**”), at which point this Agreement will automatically expire without the need for further notice or action by either party. During the Term, either party may terminate this Agreement upon five (5) days written notice to the other party.

13. **Governing Law**

This Agreement will be construed and interpreted in accordance with the laws of the State of Delaware. In any judicial proceeding involving a dispute arising from or with respect to this Agreement, Contractor agrees to submit to personal jurisdiction of the courts located in the State of Delaware .

14. **No Authority**

The Contractor does not have the authority to make promises or to enter into contracts or agreements of any kind on behalf of the Company or to bind the Company to any promise, contract or agreement without the prior written consent of the Company.

15. **No Assignment**

Contractor agrees not to assign or transfer any rights or obligations under this Agreement or any interest herein, voluntarily or involuntarily, without the prior written consent of Company, which consent may be withheld by Company in the sole exercise of its discretion, and any such assignment will be void and of no effect. Company will be free to assign or transfer any of its rights or obligations or any interest herein without Contractor's prior consent.

16. **Relationship of the Parties**

Except as expressly provided herein, nothing in this Agreement will be construed to create a joint venture, partnership, agency or other similar relationship of any type between Contractor and the Company. The Contractor is not an employee of the Company and the Contractor will not be entitled to receive from the Company any benefits whatsoever and the Company will not be required to make contributions for employment insurance, workplace safety and insurance premiums and other similar levies in respect of the Fee for Services.

17. **Notices**

(a) Any notices, requests, consents, claims, demands, waivers, and other communication (each, a “**Notice**”) required or permitted by this Agreement will be in writing and is deemed to have been given:

- (i) By personal delivery upon written confirmation of receipt;
- (ii) by overnight courier, upon written verification of receipt;
- (iii) by certified or registered mail, return receipt requested, upon verification of receipt;  
or
- (iv) by email upon acknowledgement of receipt of electronic transmission. Notice will be sent to the addresses set forth below or to such other address as either party may provide in writing.

(b) Such Notice must be sent to the respective parties at the following addresses (or at such other address for a party as is specified in a Notice given in accordance with this Section):

**If to Company:** 2300 E Las Olas Blvd, 4th floor  
Fort Lauderdale, FL 33301  
United States  
Email: legal@mcqmarket.com  
Attention: Jonathan Held, Head of Finance

**If to Contractor:**  
Email: skydev1427@gmail.com  
Attention: Milos Klipa Gavanski

18. **Severability**

If any provision of this Agreement will be unlawful, void, or for any reason unenforceable, it will be deemed severable from, and in no way will affect the validity or enforceability of, the remaining provisions of this Agreement.

19. **Amendment**

This Agreement can only be amended or modified in a written document signed by Contractor and Company.

20. **No Waiver**

The waiver of either party hereto of a breach of any provisions of this Agreement by the other will not operate or be construed as a waiver of any subsequent breach of the same provision or any other provision of this Agreement.

21. **Survival**

Contractor agrees that the provisions of Sections 4, 7, 9 and 16 will survive termination of this Agreement and will be fully enforceable thereafter. Without limiting the generality of the foregoing, Contractor's employee agrees to be bound by Sections 4, 7, 9 and 16 herein.

22. **Entire Agreement**

This Agreement, together with all of its Exhibits, contains the entire agreement with respect to the subject matter hereof and, except as expressly provided to the contrary, supersedes all prior oral or written agreements, communications and dealings between Contractor and Company with respect to the subject matter hereof, all of which are hereby merged into this Agreement.

23. **Counterparts and Delivery**

This Agreement may be signed in counterparts and delivered by electronic or digital transmission (including, without limitation, by DocuSign). The laws of the State of Delaware govern the execution of this Agreement, regardless of where this Agreement was signed.

**IN WITNESS WHEREOF** the parties have executed this Agreement as of the Effective Date.

By the Company:

**MCQUEEN LABS INC.**

By:  DocuSigned by:  
AC858D198D7F4B6  
Name: Curt Hopkins  
Title: Director

By Contractor

By:  Signed by:  
255E5CB36EE44E9...  
Name: Milos Klipa Gavanski  
Title: Developer

**EXHIBIT A**

**SERVICES & FEES**

**Services**

As of the Effective Date, the Contractor will provide the following services to the Company:

- Web app development services

**Fees**

**General:**

- i. The Contractor will receive the following fees for performing the Services:  
  
\$ 2500 USD / month
- ii. The Cash Fee will be paid to Contractor within five (7) business days of the end of each calendar month for which the Services were provided by the Contractor.

**EXHIBIT B**  
**INTELLECTUAL PROPERTY AND**  
**CONFIDENTIAL INFORMATION AGREEMENT**

This Intellectual Property and Confidential Information Agreement (the “**Agreement**”) is entered into as of September 24, 2024 (the “**Effective Date**”) between MCQUEEN LABS INC (hereinafter called the “**Company**”) and the undersigned independent contractor (hereinafter collectively referred to as, “**I**”).

I recognize the importance of protecting the trade secrets, confidential information and other proprietary information and related rights acquired through the expenditure of time, effort and money by the Company and its affiliates (collectively, the “**Company Group**”).

NOW THEREFORE, in consideration of the Company retaining me as an independent contractor to perform services on its behalf (hereinafter called the “**Engagement**”), I make the following representations and agree to the following terms and conditions of my Engagement:

**1. Definitions**

- (a) “**Confidential Information**” means all of the materials and information (whether or not reduced to writing and whether or not patentable or protected by copyright) provided by the Company to me, or which is available to me during the course of my Engagement, including, without limitation the following:
  - (i) any and all versions of the Company’s products (whether software or hardware) and related documentation owned or marketed by the Company;
  - (ii) all Developments (as defined below);
  - (iii) information regarding the Company’s business operations, methods and practices, recruiting and training policies, including marketing strategies, product plans (including unannounced products), product pricing, margins, hourly rates, per diems and information regarding the financial affairs of the Company ;
  - (iv) customer lists, quotations or proposals given to customers, requirements of specific customers, and the names of the suppliers to the Company, and the nature of the Company’s relationships with these clients and suppliers;
  - (v) technical and business information of or regarding the clients or customers of the Company obtained in order to enable or assist the Company in providing such clients or customers with products and services, including information regarding the business operations, methods and practices and product plans of such clients;
  - (vi) any other trade secret or confidential or proprietary information received by the Company from third parties and in the possession or control of the Company ; and
  - (vii) any other materials or information related to Company’s business which are not generally known to others, regardless of whether such information is in paper or electronic format or any other format;

provided that, Confidential Information will not include information which:

- (i) is generally known or in the public domain at the time of disclosure; or
- (ii) though originally Confidential Information, becomes generally available to the public through no fault of mine, as of the date of its becoming part of the public knowledge.

The absence of any notice indicating confidentiality on any material will not imply that same is not Confidential Information.

- (b) **“Developments”** include, without limitation any unique or novel: methods, processes, procedures, systems, inventions (whether patentable or not), devices, discoveries, concepts, know-how, data, databases, technology, products, software (in executable and source code formats), templates, documentation, specifications, compilations, designs, reports, trade-marks, and any enhancements, modifications, or additions to the foregoing or to any products owned, marketed or used by the Company which relate, directly or indirectly, to the Company’s present or reasonably foreseeable business or any of my Engagement (as defined below) activities and which are developed, created, generated or reduced to practice by me, alone or jointly with others, during my Engagement with the Company, r during working hours and whether or not resulting from the use of the premises or property of the Company.
- (c) **“Engagement”** means any form of engagement as an independent contractor or consultant or any form of employment, as applicable, and includes all periods from the initial start date of Engagement, whether or not prior to the signing of this Agreement.

## 2. **Non-Disclosure of Confidential Information**

At all times during my Engagement with the Company and for two (2) years following the termination of my Engagement, I will keep in strictest confidence and trust the Confidential Information, I will take all necessary precautions against unauthorized disclosure of the Confidential Information, and I will not directly or indirectly disclose, allow access to, transmit or transfer the Confidential Information to a third party, nor will I copy or reproduce the Confidential Information except as may be reasonably required for me to perform my duties for the Company or as required by any law, court order, legislation, regulation, or by-law.

## 3. **Restricted Use of Confidential Information**

- (a) At all times during my Engagement with the Company and for two (2) years following the termination of my Engagement, I will not use the Confidential Information in any manner except as reasonably required for me to perform my duties for the Company or as required by any law, court order, legislation, regulation, or by-law.
- (b) Without limiting my obligations under paragraph 3(a) hereof, I agree that at all times during my Engagement with the Company and for two (2) years following the termination of my Engagement I will not use or take advantage of the Confidential Information for creating, maintaining or marketing, or aiding in the creation, maintenance or marketing, of any product which is competitive with any product owned or marketed by the Company Group.
- (c) Upon the request of the Company, and in any event upon the termination of my Engagement with the Company, I will immediately return to the Company all materials,



including all copies in whatever form, containing the Confidential Information which are in my possession or under my control.

**4. Defend Trade Secrets Act Notice**

I understand that, notwithstanding the nondisclosure obligations herein, pursuant to 18 U.S.C. Section 1833(b), I will not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that is made: (1) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney, and solely for the purpose of reporting or investigating a suspected violation of law; or (2) in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal.

**5. Ownership of Confidential Information And Developments**

- (a) I acknowledge and agree that I will not acquire any right, title or interest in or to the Confidential Information.
- (b) I agree to make full disclosure to the Company of each Development promptly after its creation.
- (c) I hereby assign and transfer to the Company, and agree that the Company will be the exclusive owner of, all of my right, title and interest to each Development throughout the world, including all trade secrets, patent rights, copyrights and all other intellectual property rights therein. I further agree to cooperate fully at all times during and for six (6) months subsequent to my Engagement with respect to signing further documents and doing such acts and other things reasonably requested by the Company to confirm such transfer of ownership of rights, including intellectual property rights, effective at or after the time the Development is created and to obtain patents or copyrights or the like covering the Developments. I agree that the Company, its assignees and their licensees are not required to designate me as the author of any Developments.
- (d) I hereby grant a power of attorney to the Company to have the Company execute on my behalf all applications, specifications, oaths, assignments and all other instruments which the Company will deem necessary in order to apply for and obtain such rights and in order to assign and convey to Company and its successors, assigns and nominees sole and exclusive rights, title and interest in and to such Developments, and any copyrights, patents, trade-marks, industrial designs (design patents), topographies (mask work rights) or other intellectual property rights relating thereto during my Engagement or for a period of six (6) months subsequent to my Engagement..
- (e) I hereby waive in whole all moral rights which I may have in the Developments, including the right to the integrity of the Developments, the right to be associated with the Developments, the right to restrain or claim damages for any distortion, mutilation or other modification of the Developments, and the right to restrain use or reproduction of the Developments in any context and in connection with any product, service, cause or institution. I will confirm any such waiver from time to time as requested by the Company.

## 6. List of Pre-Engagement Inventions

If I wish to clarify that something created by me prior to entering into this Agreement, either alone or jointly with others, which relates to the Company's actual business is not within the scope of this Agreement, I have listed it on the attached Exhibit A ("**Pre-Engagement Inventions**"). Exhibit A also includes a listing of the numbers of all applicable registrations or pending applications for the Pre-Engagement Inventions in all applicable countries, and a brief description of all unpatented inventions or ideas, which I made prior to the commencement of the Engagement with the Company. Any patentable improvements made on these Pre-Engagement Inventions during the term of the Engagement and for a period of six months after the termination of the Engagement are Developments within the scope of this Agreement. If I use or, except pursuant to this Section 6, disclose Pre-Engagement Inventions when acting within the scope of the Engagement or otherwise on behalf of the Company, I hereby grant Company a perpetual, irrevocable, worldwide, royalty-free, non-exclusive, sublicensable right and license to exploit and use all such confidential information and intellectual property rights. If no such list is attached, if the attached list is not completed or if Exhibit A is a "**NIL**" list, then I hereby represent that I do not own any Pre-Engagement Inventions as at the date of this Agreement.

## 7. No Conflicting Obligations

- (a) I acknowledge and represent to the Company that my performance during the period of my Engagement with the Company will not breach any agreement or other obligation to keep confidential the proprietary information of any prior employer or client of mine or any other third party. I further acknowledge and represent that I am not bound by any agreement or obligation with any third party that conflicts with any of my obligations under this Agreement.
- (b) I represent and agree that I will not bring to the Company and will not use in the performance of my work with the Company, any trade secrets, confidential information and other proprietary information of any prior employer or client of mine or any other third party. I represent and agree that in my work creating Developments I will not knowingly infringe the intellectual property rights, including copyright, of any third party.

## 8. Enforcement

I acknowledge and agree that damages may not be an adequate remedy to compensate the Company for any breach of my obligations contained in this Agreement, and accordingly I agree that in addition to any and all other remedies available to it, the Company will be entitled to seek relief by way of a temporary or permanent injunction to enforce the obligations contained in this Agreement. Such relief will be in addition to and not in lieu of any other remedies available to Company at law or in equity.

## 9. Returning Company Documents

I agree that upon the termination of the Engagement I will deliver to the Company (and will not keep in my possession or deliver to anyone else) any and all Confidential Information and Company proprietary information including, without limitation, devices, records, data, notes, reports, proposals, lists, correspondence, specifications, drawings, blueprints, sketches, materials, equipment, other documents or property, or reproductions of any aforementioned items belonging

to the Company or any company in the Company Group, together with any third party information received by me. In the event of the termination of the Engagement, I agree to sign and deliver to the Company the **"Termination Certificate"** attached hereto as Exhibit B. Notwithstanding the foregoing, I will be entitled to keep personal copies of (i) my compensation records, (ii) materials distributed to shareholders generally and (iii) this Agreement.

10. **General**

- (a) This Agreement will be governed by and construed in accordance with the laws in force in the State of Delaware.
- (b) If any provision of this Agreement is wholly or partially unenforceable for any reason, such unenforceable provision or part thereof will be deemed to be omitted from this Agreement without in any way invalidating or impairing the other provisions of this Agreement.
- (c) In this Agreement any reference to a termination of Engagement will include termination for any reason whatsoever and with or without cause.
- (d) The obligations herein may not be changed or modified, released or terminated, in whole or in part, except in writing signed by the President or Chief Executive Officer of the Company and me.
- (e) This Agreement supersedes all previous agreements, if any, between the Company and myself with respect to the subject matter of this Agreement. I agree, however, that this Agreement does not purport to set forth all of the terms and conditions of my Engagement, and that I have other obligations to the Company, and the Company has other obligations to me, that are not set forth in this Agreement.
- (f) The rights and obligations under this Agreement will survive the termination of my Engagement as set out and specified within the Agreement, and in no event for a period of time longer than two (2) years following the termination of my Engagement, during which time this Agreement will enure to the benefit of and will be binding upon (i) my heirs and personal representatives and (ii) the successors and assigns of the Company.
- (g) I HAVE READ THIS AGREEMENT, UNDERSTAND IT, HAVE HAD THE OPPORTUNITY TO OBTAIN INDEPENDENT LEGAL ADVICE IN RESPECT OF IT, AND I AGREE TO ITS TERMS. THIS AGREEMENT SHALL NOT BE CONSTRUED AGAINST ANY PARTY BY REASON OF THE DRAFTING OR PREPARATION HEREOF.
- (h) This Agreement may be signed in counterparts and delivered by electronic or digital transmission (including, without limitation, by DocuSign). The laws of the State of Delaware govern the execution of this Agreement, regardless of where this Agreement was signed. I acknowledge having received a fully executed copy of this Agreement.

***[Signature page follows]***

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IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto as of the Effective Date.

By Contractor:

By:  Signed by:  
255E5CB36EE44E9...  
Name: Milos Klipa Gavanski  
Title: Developer

Signature: *Milos Klipa Gavanski*

By the Company:

MCQUEEN LABS INC.

By:  DocuSigned by:  
AC858D198D2F4B6  
Name: Curt Hopkins  
Title: Director

**EXHIBIT A**  
**TO INTELLECTUAL PROPERTY AND CONFIDENTIAL INFORMATION AGREEMENT**

**LIST OF PRE-ENGAGEMENT INVENTIONS (IF APPLICABLE)**

The following is a list of (i) all Inventions that, as of the Effective Date: (A) I made, and/or (B) belong solely to me or belong to me jointly with others or in which I have an interest, and that relate in any way to any of the Company's actual businesses, products, services, or research and development, and which are not assigned to the Company, and (ii) all agreements, if any, with a current or former client, employer, or any other person or entity, that may restrict my ability to accept employment with the Company or my ability to recruit or engage customers or service providers on behalf of the Company, or otherwise relate to or restrict my ability to perform my duties for the Company or any obligation I may have to the Company:

Title	Date	Identifying Number or Brief Description
NIL	NIL	NIL

**Brief Description(s) of All of Pre-Engagement Unpatented Inventions or Ideas:**

NIL

Date: September 24, 2024

Signed by:  
*Milos Klipa Gavanski*  
By: 255E5CB36EE44E9...  
Name: Milos Klipa Gavanski  
Title: Developer

Signature: *Milos Klipa Gavanski*

Witnessed by:		
Witness Signature		Witness Name

**EXHIBIT B**  
**TO INTELLECTUAL PROPERTY AND CONFIDENTIAL INFORMATION AGREEMENT**  
**TERMINATION CERTIFICATE**

To:     MCQUEEN LABS INC (the “**Company**”)

Re:     Intellectual Property and Confidential Information Agreement (the “**Agreement**”) between the Company and the Undersigned.

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This is to certify that I do not have in my possession, nor have I failed to return, any confidential or proprietary information belonging to the to the Company, its subsidiaries, affiliates, licensors, successors or assigns, including without limitation, devices, records, data, notes, reports, proposals, lists, correspondence, specifications, drawings, blueprints, sketches, materials, equipment, other documents or property, or reproductions of any aforementioned items. I further certify that I have complied with all the terms of the Agreement signed by me, including the reporting of any Developments, inventions and original works of authorship (as defined therein), conceived or made by me (solely or jointly with others) covered by that Agreement.

I further agree that, in compliance with the Agreement, I will preserve as confidential for a period of two (2) years following the date of this Termination Certificate, all trade secrets, confidential knowledge, data or other proprietary information relating to products, processes, know-how, designs, formulas, developmental or experimental work, computer programs, data bases, other original works of authorship, customer lists, business plans, financial information or other subject matter pertaining to any business of the Company or any of its clients, contractors or licensees.

Date: September 24, 2024

By:  
Name: Milos Klipa Gavanski  
Title: Developer

Witnessed by:		Signature: <i>Milos Klipa Gavanski</i>
Witness Signature		Witness Name