

INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contractor Agreement ("Agreement") is entered into as of __June 17th__, **2023**, by and between Mr. Adebayo, and __Arnab Mondal__, an individual with a primary address at _____X_____

1. SERVICES: The Contractor agrees to perform the services ("Services") described in Exhibit A attached to this Agreement.

2. TERM: This Agreement shall begin on the Effective Date and continue until terminated by either party with written notice.

3. PAYMENT: Client agrees to pay Contractor for the Services according to the payment terms described in Exhibit A.

4. CONFIDENTIALITY: Contractor agrees not to disclose any proprietary or confidential information pertaining to Client's operations or business.

5. WORK PRODUCT OWNERSHIP: All materials developed by Contractor under this Agreement, including without limitation, software, reports, and other intellectual property, shall be the exclusive property of Client.

6. INDEPENDENT CONTRACTOR STATUS: The parties agree that Contractor is providing the Services under this Agreement as an independent contractor, not as an employee.

7. INDEMNIFICATION: Each party shall indemnify and hold harmless the other party against any damages arising out of its breach of this Agreement.

8. GOVERNING LAW: This Agreement shall be governed by and construed in accordance with the laws of Canada and province of Alberta.

This Agreement is executed as of the Effective Date of June 17 2023.

Client: MR Adebayo

Client Signature: _____

Contractor: __Arnab Mondal__

Contractor Signature: _____

EXHIBIT A

SCOPE OF SERVICES AND PAYMENT TERMS

1. **Services:** Contractor shall provide the following services to Client:
 - a. **Website Development:** Contractor will design and develop a website for the Client according to the specifications provided separately by the Client.
 - b. **Implementation of Tutors:** Contractor will assist in the integration of a platform or system to enable the hiring and onboarding of tutors for the website.
2. **Confidentiality:** Contractor agrees to maintain strict confidentiality of all information related to the project, including but not limited to website design and development plans, business strategies, and the identities of tutors or prospective tutors.
3. **Work Product Ownership:** Contractor agrees that all materials developed for this project, including designs, code, graphics, reports, and other related materials, will be the exclusive property of the Client.
4. **Independent Contractor Status:** Contractor understands and agrees that they are providing these services as an independent contractor, not as an employee of the Client.
5. **Indemnification:** Contractor will indemnify and hold the Client harmless against any damages or liability resulting from the Contractor's work on this project, subject to terms set out in the Independent Contractor Agreement.
6. **Payment:** Client agrees to pay the Contractor the fee of __1500__ in installments as an advance, upon completion of the Services client will pay the full rest totalling 3500, according to the payment schedule agreed upon and described separately.