



## MASTER SERVICE AGREEMENT - INDEPENDENT CONTRACTOR

This Agreement made this day <sup>6/24/2021</sup> is entered into by Andela, (the “**Company**”),  
and Antony Brian (the “**Contractor**”) of  
Mailing Address briyoantony@gmail.com

WHEREAS, the Company desires to engage the Contractor to provide services to its Clients and to establish the terms and conditions under which the Contractor will provide such services.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties hereto, the parties agree as follows:

1.1 Work. The Contractor will undertake and perform the work (“**Work**”) on behalf of Andela and/or any client for which Contractor is engaged to provide services hereunder (each a “**Client**”). The Work will be described in one or more Schedule(s) of Work (each, a “**SOW**”) developed with Company and Client, and billed to Client at the rate set forth therein for Contractor. The Contractor is matched with and furnished to Clients pursuant to a Master Service Agreement (“**MSA**”) between Company and Client. Contractor will coordinate with Client to plan, perform and deliver the desired tangible results of the Work. The details of the SOWs as relates to Clients will be communicated to the Contractor and will be incorporated by reference and become a part of this Agreement.

1.2 The Contractor shall not engage the services of third party contractors, subcontractors or Contractors (each, a “**Subcontractor**”) in the performance of the Work without the prior written consent of the Company, which may be granted or withheld in its sole discretion. In the event that the Company permits the Contractor to use the services of one or more Subcontractors, each such Subcontractor shall sign a written agreement agreeing to be bound by all of the provisions of this Agreement to the same extent as the Contractor and the Employees. The Company shall have no responsibility or obligation to any such Subcontractor(s).

1.3 Term. Subject to Sections 4 and 5, this Agreement shall commence from the effective date and continue for a period of twelve (12) months the “**Contract Period**”. In the absence of any objection or termination by the parties, this Agreement shall upon expiry extend for a further period of twelve (12) months or such period as the parties may agree.

## 2. Compensation.

2.1 Fees. In consideration of the performance of the Work, subject to the terms and conditions of this Agreement, the Company shall process fees from Client and pay the Contractor in accordance with the applicable SOW (the “**Fees**”). In the rare event that a dispute

arises with a Client regarding Work performance, the Company will on a “best effort basis” investigate such disputes and attempt to mediate the issues between the parties. Where the Company is unable to collect fees from Client due to Contractor’s Work performance, it is possible Contractor may not be paid. The Company may use third party vendors to perform certain administrative functions, such as payment processing which may require the Contractor to provide certain personal data (e.g., a valid government issued ID, Contractor’s legal name, address, and date of birth etc.) for the purpose of payment processing, confirmation of identity and legal compliance.

2.2 No Direct Client Fee Payments. The Contractor shall not solicit, collect or otherwise receive from Client any fees for or expense reimbursement for Work outside this Agreement and related SOW. The Contractor agrees that the Company platform will be the sole and exclusive collection and payment processing mechanism for the Work.

2.3 Expenses. The Contractor shall be responsible for all business expenses incurred by the Contractor in connection with, or related to, the performance of the Work except where such expenses are pre-approved in writing by the Company.

2.4 Benefits. The Contractor shall not be entitled to any benefits, coverages or privileges, including, without limitation, health insurance, disability insurance, social security, unemployment, medical, pension payments or any other statutory benefits made available to employees of the Company or Client.

3. Client Special Terms. The Contractor agrees that from time to time, the obligations in this Agreement may need to be varied for a particular Client’s needs, and any such variances will be agreed between the Company and the Contractor in a “**Client Special Terms Addendum**” in written form, which, if applicable will be incorporated by reference and become a part of this Agreement (but only with respect to such Client).

4. Trials. The Contractor understands and agrees that many engagements involve a “Trial Period” which is a review for a set time period at the start of an engagement by the Client of the Contractor’s skill and ability to provide the Work in a manner reasonably satisfactory to the Client. If an engagement is deemed unsatisfactory to Client, then the Client may terminate the engagement during the Trial Period or within a reasonable notice period thereafter (as specified in the MSA with the Company), without payment. Trial Periods typically run up to thirty (30) business days; any extension beyond this length of time requires Contractor’s prior written consent. If a Client terminates the Contractor’s Work for objectively deficient performance or misconduct of any kind (as determined by the Company in consultation with Client) during the Trial Period, then the Contractor may not receive payment for Work during the Trial Period. If a Client terminates the Contractor’s Work for any reason other than objectively deficient Work or misconduct during the Trial Period, the Contractor may receive pay for days worked hereunder for that engagement through the date of termination.

5. Termination. This Agreement may be terminated by either party upon not less than thirty (30) days prior written notice to the other party. The Contractor understands and agrees that Client or the Company may terminate any particular engagement under a MSA

pursuant to the terms of such MSA and the corresponding SOW will be deemed automatically terminated. In the event of such termination, the Contractor will only be entitled to prorated fees for Work actually provided to Client prior to the effective date of termination. Upon the termination of this Agreement, the Contractor will cooperate with the Company, and Client, to ensure that all Work has been or is promptly transferred to the Client and to facilitate an orderly and professional transition. Notwithstanding the foregoing, the Company may terminate this Agreement with or without cause by giving three (3) business days written notice to the Contractor. In the event of a breach of the provisions of Sections 4, 7, 8, 9, 10, 17, the Company reserves the right to terminate this Agreement immediately.

6. Cooperation. The Contractor shall use best efforts in the performance of obligations under this Agreement. The Company shall provide such access to information as may be reasonably required in order to permit the Contractor to perform obligations hereunder. The Contractor shall cooperate with the Company's personnel, shall not interfere with the conduct of the Company's business and shall observe all rules, policies, regulations and security requirements of the Company concerning the safety of data, persons and property.

7. Proprietary Information and Inventions.

7.1 Proprietary Information.

(a) The Contractor acknowledges that its relationship with the Company is one of high trust and confidence and that in the course of providing the Work, the Contractor will have access to and contact with Proprietary Information. The Contractor will not disclose any Proprietary Information to any person or entity other than approved employees of the Company or use the same for any purposes (other than in the performance of the Work) without written approval the Company, either during or after the Contract Period, unless and until such Proprietary Information has become public knowledge without fault by the Contractor.

(b) For purposes of this Agreement, Proprietary Information shall mean, by way of illustration and not limitation, all information, whether or not in writing, whether or not patentable and whether or not copyrightable, of a private, secret or confidential nature, owned, possessed or used by the Company or Clients, concerning the business, business relationships or financial affairs, including, without limitation, any Invention, formula, vendor information, customer information, apparatus, equipment, trade secret, process, research, report, technical or research data, clinical data, know-how, computer program, software, software documentation, hardware design, technology, product, processes, methods, techniques, formulas, compounds, projects, developments, marketing or business plan, forecast, unpublished financial statement, budget, license, price, cost, customer, supplier or personnel information or employment list that is communicated to, learned of, developed or otherwise acquired by the Contractor in the course of the Work.

(c) The Contractor's obligations under this Section 7.1 shall not apply to any information that (i) is or becomes known to the general public under circumstances involving no breach by the Contractor or others of the terms of this Section 7.1, (ii) is generally

disclosed to third parties by either the Company or Clients without restriction on such third parties, or (iii) is approved for release by written authorization of an officer of the Company.

(d) The Contractor agrees that in the course of the Work, all files, documents, letters, memoranda, reports, records, data sketches, drawings, models, laboratory notebooks, program listings, computer equipment or devices, computer programs or other written, photographic, or other tangible material containing Proprietary Information, whether created by the Contractor or others, which shall come into its custody or possession, shall be and are the exclusive property of the Client to be used by the Contractor only in the performance of the Work to the Client and shall not be copied or removed except in the pursuit of the business of the Client. Subject to Section 5, all such materials or copies thereof and all tangible property of the Client in the custody or possession of the Contractor shall be delivered to the Company, upon the earlier of (i) a request by the Client or (ii) the termination of this Agreement by the Company. After such delivery, the Contractor shall not retain any such materials or copies thereof or any such tangible property.

(e) The Contractor agrees that in the performance of the Work to the Client, its obligation not to disclose or to use information and materials of the types set forth in paragraphs (b) and (d) above, and its obligation to return materials and tangible property set forth in paragraph (d) above extends to such types of information, materials and tangible property of customers or suppliers to the Client or other third parties who may have disclosed or entrusted the same to the Client or to the Contractor in the performance of the Work.

(f) The Contractor acknowledges that the Company and its Clients from time to time may have agreements with other persons or with the United States Government, or agencies thereof, that impose obligations or restrictions regarding inventions made during the course of Work under such agreements or regarding the confidential nature of such Work. The Contractor agrees to be bound by all such obligations and restrictions that are known to the Contractor and to take all action necessary to discharge the obligations of the Company under such agreements.

## 7.2 Inventions.

(a) All inventions, ideas, creations, discoveries, computer programs, works of authorship, data, developments, technology, designs, innovations and improvements (whether or not patentable and whether or not copyrightable) which are made, conceived, reduced to practice, created, written, designed or developed by the Contractor, solely or jointly with others or under its direction and whether during normal business hours or otherwise, (i) during the Contract Period if related to the business of the Client or (ii) after the Contract Period if resulting or directly derived from Proprietary Information (as defined below) (collectively under clauses (i) and (ii), “**Inventions**”), shall be the sole property of the Company. The Contractor hereby assigns to the Company all Inventions and any and all related patents, copyrights, trademarks, trade names, and other industrial and intellectual property rights and applications therefore, in the United States and elsewhere and appoints any officer of the Company as its duly authorized attorney to execute, file, prosecute and protect the same before any government agency, court or authority. However, this paragraph shall not apply to

Inventions which do not relate to the business or research and development conducted or planned to be conducted by the Client at the time such Invention is created, made, conceived or reduced to practice and which are made and conceived by the Contractor not during normal working hours and not using the Client's tools, devices, equipment or Proprietary Information. The Contractor further acknowledges that each original work of authorship which is made by the Contractor (solely or jointly with others) within the scope of the Agreement and which is protectable by copyright is a "*work made for hire*," as that term is defined in the United States Copyright Act.

(b) The Contractor agrees that if, in the course of performing the Work, the Contractor incorporates into any Invention developed under this Agreement any pre-existing invention, improvement, development, concept, discovery or other proprietary information owned by the Contractor or in which the Contractor has an interest ("**Prior Inventions**"), (i) the Contractor will inform the Company, in writing before incorporating such Prior Inventions into any Invention, and (ii) the Company is hereby granted a non-exclusive, royalty-free, perpetual, irrevocable, transferable worldwide license with the right to grant and authorize sublicenses, to make, have made, modify, use, import, offer for sale, sell, reproduce, distribute, modify, adapt, prepare derivative works of, display, perform, and otherwise exploit such Prior Inventions, without restriction, including, without limitation, as part of or in connection with such Invention, and to practice any method related thereto. The Contractor agrees not to incorporate any invention, improvement, development, concept, discovery or other proprietary information owned by any third party into any Invention without the Company's prior written permission.

(c) Upon the request of the Company and at the Company's expense, the Contractor shall execute such further assignments, documents and other instruments as may be necessary or desirable to fully and completely assign all Inventions to the Company and to assist the Company in applying for, obtaining and enforcing patents or copyrights or other rights in the United States and in any foreign country with respect to any Invention. The Contractor also hereby waives all claims to moral rights in any Inventions.

(d) The Contractor shall promptly disclose to the Company all Inventions and will maintain adequate and current written records (in the form of notes, sketches, drawings and as may be specified by the Company) to document the conception and/or first actual reduction to practice of any Invention. Such written records shall be available to and remain the sole property of the Company at all times.

(e) The Contractor understands and agrees that any confidentiality agreement the Client requires the Contractor to sign with respect to this Section, shall not obligate the Company in any way and shall not alter the independent contractor status of the Contractor. Any breach of such an agreement shall be considered a dispute between Contractor and Client only.

8. Network Security. The Contractor also recognizes and agrees that (i) the Company and each Client may monitor their respective telecommunications, networking or information processing systems (including, without limitation, stored computer files, email

messages and voice messages) (collectively “Networks”) for legitimate business reasons, including the protection of those systems from unauthorized use and the protection of confidential and proprietary information. For clarification, the previous sentence is limited to monitoring of the Company and its Clients' respective Networks and does not address activities outside of these Networks. Accordingly, the Contractor has no expectation of privacy with respect to the Company's or Client's respective Networks and that the Contractor's activity, and any files or messages, on or use of any of those systems may be monitored at any time without notice. Further, (ii) the Contractor will not (a) use or access any Network in any manner not permitted by the Client or the Company; (b) use any Network in any unlawful manner (including without limitation in violation of any data, privacy or export control laws) or in any manner that interferes with or disrupts the integrity or performance of a Network or their related components, (c) modify, adapt or hack a Network, or otherwise attempt to gain unauthorized access to a Network or related systems or networks (i.e., circumvent any encryption or other security measures, gain access to any source code or any other underlying form of technology or information, and gain access to any part of the Network, or any other products or services of the Company or Client that are not made available to the Contractor for the purposes of the Work, or (d) upload viruses, spyware, or any other malicious software or code to the Company or any Client Network. The Company may terminate this Agreement immediately where the Contractor breaches this Section.

9. Non-Solicitation and Non-Circumvention. In consideration of the significant time, effort and investment expended in enrolling the Contractor in the Company's network and finding Clients to engage the Contractor, the Contractor agrees that during the Contract Period over which it provides any Work and for twelve (12) months after any Work is completed, the Contractor will not (i) either alone or in association with others, encourage or solicit any employee or consultant of the Company or any Client to leave or adversely alter their engagement with the Company or such Client for any reason, or (ii) other than providing the Work pursuant to this Agreement, enter into an employment or consulting relationship with or otherwise engage with or perform services for any Client to whom the Contractor was introduced or referred to in connection with this Agreement (whether or not Work was performed) without first notifying the Company in writing of such engagement and obtaining the Company's prior written consent, or (iii) refer ANY developers, engineers or technology related professionals directly to Client. In the event of any breach by the Contractor of the foregoing obligations, the Contractor shall be terminated and removed from the Company's platform and as a non-exclusive remedy, TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, THE CONTRACTOR WILL PAY AS LIQUIDATED DAMAGES THIRTY THOUSAND DOLLARS (\$30,000) FOR EACH SUCH BREACH WITHIN TEN (10) DAYS AFTER EACH SUCH BREACH. THE CONTRACTOR AND THE COMPANY HEREBY ACKNOWLEDGE AND AGREE THAT THE COMPANY'S DAMAGES IN THE EVENT OF EACH SUCH BREACH WOULD BE DIFFICULT OR IMPOSSIBLE TO DETERMINE, THAT \$30,000 IS THE PARTIES' BEST AND MOST ACCURATE ESTIMATE OF THE DAMAGES THE COMPANY WOULD SUFFER IN THE EVENT THE CONTRACTOR BREACHES THE FOREGOING, AND THAT SUCH ESTIMATE IS NOT A PENALTY BUT A REASONABLE REIMBURSEMENT UNDER THE CIRCUMSTANCES EXISTING ON THE DATE OF THIS AGREEMENT. Where the foregoing provision is prohibited by applicable law or otherwise

deemed unenforceable, the Company expressly reserves its other rights and remedies available to it for the Contractor's breach.

10. Background Check. The Contractor understands and agrees that the Company shall conduct background checks on the Contractor. The background checks shall include, but are not limited to, academic background verifications, technical/professional and experience verifications, criminal records checks, and professional references, etc. The associated costs shall be borne by the Company. The Contractor willingly submits to the aforementioned background checks. The Contractor undertakes to provide documents and relevant information that may be required by the Company or any of its authorized agents to conduct such checks. The Contractor further attests to make the required information available in a timely manner. The Contractor agrees that this Agreement is subject to a successful background check (as determined by the Company) and in any instance where the background checks are unsuccessful, the Company reserves the right to immediately terminate this Agreement.

11. Independent Contractor Status.

11.1 The Contractor shall perform the Work under this Agreement as an "independent contractor" and not as an employee or agent of the Company or its Clients. The Contractor shall not assume or create any obligation or responsibility, express or implied, on behalf of, or in the name of, the Company or to bind the Company in any manner. The parties acknowledge and agree that the Contractor enters into this Agreement as, and shall at all times during the term of this Agreement act as, be considered, and remain, an independent contractor of the Company. The parties further acknowledge and agree that this Agreement shall not, at any time, be construed as creating any association, partnership, joint venture, employment, or agency relationship between the Contractor and the Company.

11.2 The Contractor shall not (i) be entitled to participate in any of the Company's employee benefit plans, including but not limited to paid time off or other vacation benefits, maternity/parent leave benefits and sick leave benefits (Neither the Company nor the Client shall pay the Contractor for any vacation days or time off the Contractors decides to take), (ii) ever claim that (s)he is or was eligible for, or entitled to, any such benefits, or (iii) receive any statutory benefit that the Company makes available to its employees; and the Company will not be required to withhold from fees payable under this Agreement any income, Social Security, or other taxes, unless required to by local jurisdiction.

11.3 The Contractor shall not use the Company's or Clients' trade names, trademarks, service names or service marks without the prior approval of the Company or its Clients in each instance.

11.4 The Contractor shall be solely responsible for paying, when due, all taxes, including but not limited to all state and federal income taxes, self-employment taxes, unemployment insurance and social security taxes, incurred, imposed, or assessed as a result of the Contractor's receipt of fees from the Company pursuant to this Agreement.

11.5 The Contractor shall be solely responsible, to the extent required by applicable law, rule, or regulation or as requested by the Company, for securing his/her own disability, unemployment compensation, general liability, and/or other insurance coverage, and for obtaining adequate workers' compensation insurance and training, as necessary.

11.6 The Contractor shall accept direction pertaining Clients' desired goals, Work and results. The Contractor will otherwise be responsible for the method, manner and means of performing the Work.

12. Work Tools, Equipment and Workspace.

The Contractor shall be solely responsible, at the Contractor's expense, for selecting, acquiring, and maintaining work tools, workspace, equipment, supplies, as well as training, registrations, and certifications (if any), sufficient to perform the Work. The Contractor shall bear the economic risk of the Work. The Contractor agrees to abide by the Company's Bring Your Own Device (BYOD) and Laptop Policies. The Company reserves the right to remotely wipe the Contractor's personal device/system used for the Work in the event of theft or device/system replacement or a termination of this Agreement or a breach of Company or Client network security/data. Where the device/system is remotely wiped, the Company shall notify the Contractor of the data that has been wiped. The Company shall take all reasonable precaution to ensure that the Contractor's personal data is not lost during the remote wipe. Notwithstanding the above, it is the Contractor's responsibility to ensure that personal files, data, emails, contacts etc. are backed up to prevent accidental wipe, and the Company takes no responsibility or liability for the accidental wipe of Contractor's personal files, data, emails, or contacts.

13. Non-Exclusivity. Without limiting the rights and remedies in Section 11 above, the Contractor may otherwise, in its reasonable discretion, simultaneously or subsequently perform services for other persons, provided that such services do not interfere with Contractor's performance of the Work, or conflict with or breach any of the Contractor's obligations under this Agreement and/or applicable law. The Company reserves the right to also contract with other companies and/or individuals for services without restriction.

14. Remedies. The Contractor acknowledges that any breach of the provisions of Sections 7 or 8 of this Agreement shall result in serious and irreparable injury to the Company and its Clients for which the Company cannot be adequately compensated by monetary damages alone. The Contractor agrees, therefore, that, in addition to any other remedy the Company may have, the Company shall be entitled to enforce the specific performance of this Agreement by the Contractor and to seek both temporary and permanent injunctive relief (to the extent permitted by law) without the necessity of proving actual damages or posting a bond.

15. Indemnification. The Contractor agrees to defend, indemnify and hold harmless, the Company, Client and their respective affiliates, officers, directors, employees, agents, successors and permitted assigns from and against all losses, damages, liabilities, deficiencies, actions, judgments, interest, awards, penalties, fines, costs, attorneys' fees or expenses of whatever kind (including reasonable attorneys' fees) arising out of or resulting from (a) bodily injury, death of any person or damage to real or tangible, personal property resulting from the



Contractor's acts or omissions; (b) the Contractor's breach of any representation, warranty or obligation under this Agreement; (c) the Contractor's alleged breach of any direct agreement made between the Contractor and Client; (d) a determination by a court or agency that the Consultant is not an independent contractor; and (e) the Contractor's failure to pay taxes as set forth in this Agreement and/or required by law. The Company may satisfy such indemnity (in whole or in part) by way of deduction from any payment due to the Contractor.

16. Limitation of Liability. IN NO EVENT WILL THE COMPANY BE LIABLE TO THE CONTRACTOR ANY THIRD PARTY FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES (INCLUDING DAMAGES FOR LOSS OF BUSINESS, LOSS OF PROFITS OR THE LIKE) ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE COMPANY'S PERFORMANCE HEREUNDER, OR THE USE OR INABILITY TO USE THE COMPANY'S SERVICES, EVEN IF THE CONTRACTOR HAS BEEN SPECIFICALLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND REGARDLESS OF THE CAUSE OF ACTION (WHETHER IN CONTRACT, TORT, BREACH OF WARRANTY OR OTHERWISE). THE COMPANY'S AGGREGATE LIABILITY WITH REGARD TO THIS AGREEMENT WILL IN NO EVENT EXCEED THE GREATER OF (A) THE AGGREGATE COMPENSATION PAID OR PAYABLE TO THE CONTRACTOR UNDER THIS AGREEMENT DURING THE SIX (6) MONTHS IMMEDIATELY PRECEDING THE DATE ON WHICH SUCH CLAIM ARISES AND (B) TEN THOUSAND (\$10,000) DOLLARS. THE CONTRACTOR ACKNOWLEDGES AND AGREES THAT THIS LIMITATION OF LIABILITY IS A SPECIFIC INDUCEMENT FOR THE COMPANY TO ENTER INTO THIS AGREEMENT AND FAIRLY ALLOCATES THE RISKS BETWEEN THE PARTIES WITH RESPECT TO THE BENEFITS DERIVED.

17. Warranties and Other Obligations. The Contractor represents, warrants and covenants that: (i) the Work will be performed diligently and in a professional and workmanlike manner and that none of such Work nor any part of this Agreement is or will be inconsistent with any obligation the Contractor may have to any third parties; (ii) all work under this Agreement will be the Contractor's original work and none of the Work or Inventions nor any development, use, production, distribution or exploitation thereof will infringe, misappropriate or violate any intellectual property or other right of any person or entity; (iii) the Contractor has the full right to provide the Company with the assignments and rights provided for herein (and has written enforceable agreements with all persons necessary to give it the rights to do the foregoing and otherwise fully perform this Agreement); (iv) the Contractor will comply with all applicable laws and the Company's and each Client's rules and lawful policies in the course of performing the Work (including without limitation those rules related to safety and security); (v) if the Contractor's Work requires a license, permit, certification or the like ("Certifications"), the Contractor has obtained such Certifications and the Certifications are and will remain in full force and effect during the term of this Agreement; (vi) the Contractor is not a national of and does/will not reside in or perform any Work from a Prohibited Region (defined below); (vii) the Contractor will not request or cause the Company to transfer any funds into a financial institution

that is located within a Prohibited Region; and (viii) the Contractor is not identified on any Prohibited List. “Prohibited Regions” means any country or region with respect to which U.S. law prohibits transactions, including the payment of funds or the export, re-export, or transfer of items, services, or technology, including but not necessarily limited to the Crimea region of Ukraine, Cuba, Iran, North Korea, Sudan, and Syria. “Prohibited List” includes, without limitation, the Specially Designated Nationals and Consolidated Sanctions Lists (maintained by the Office of Foreign Assets Control, U.S. Department of the Treasury); the Denied Persons, Entity, and Unverified Lists (maintained by the Bureau of Industry and Security, U.S. Department of Commerce); and the Consolidated List of sanctions designations by the United Nations, European Union and United Kingdom. The Contractor shall notify the Company immediately if the Contractor’s status under this Section 17 changes. This Agreement will terminate immediately upon any non-compliance with this Section 17. Further, if the Contractor breaches any of the representations and warranties of this Section 17, without limiting the Company’s remedies under this Agreement, (a) the Contractor acknowledges and agrees that no fees or other amounts will be due or payable to Contractor for any work performed for the Company or a Client during all periods of such non-compliance, (b) the Contractor will, if requested by the Company, return any such amounts paid to the Contractor by the Company for any Work performed in non-compliance with this Section 17, this Agreement will be automatically terminated immediately upon such non-compliance, without action or notice by the Company necessary to effect such termination.

18. Notices. All notices to the Company under this Agreement will be in writing and will be deemed given when sent by email to the local People team. Notices to the Contractor will be made by email and will be deemed to have been duly given when sent by the Company to the email address associated with the Contractor.

19. Mutual Agreement to Arbitrate Claims. The Contractor and the Company agree that any and all controversies, claims, or disputes arising out of, relating to, or resulting from the Contractor’s relationship with the Company or performance hereunder or the termination of the Contractor’s contract with the Company, including any breach of this Agreement, shall be subject to binding arbitration. Both parties agree that this arbitration provision is enforceable under the Federal Arbitration Act, 9 U.S.C. §1 *et seq.* (the “FAA”). If the FAA is found not to apply, then this arbitration provision is enforceable under the laws of the state in which the Contractor performs services, but if none (i.e. services performed remotely outside of the United States) then the State of New York. However, both parties agree that there will be no right to bring any dispute covered by this Agreement as a class, collective or representative action as specified in subsection (i) and (ii) below.

i. Claims Covered By this Arbitration Provision. To the maximum extent allowed by law, the Company and the Contractor mutually consent to the resolution by binding arbitration of all claims or causes of action that the Company may have against the Contractor or that the Contractor may have against the Company or the Company’s current and former owners, partners, members, officers, directors, employees, representatives and agents, all subsidiary and affiliated entities, all benefit plans, the benefit plans’ sponsors, fiduciaries, administrators, affiliates, and all successors and assigns of any of them (“Arbitrable Disputes”). Nothing in this

Agreement alters any obligation or prerequisite to exhaust administrative remedies before asserting a claim in arbitration.

ii. Claims Not Covered. Specifically excluded from this arbitration provision are claims that are not arbitrable by law (“Excluded Claims”). To the extent that the parties’ dispute involves Arbitrable Disputes and Excluded Claims, the parties agree to bifurcate and stay the Excluded Claims pending the resolution of the arbitration proceedings. Either party shall exclusively apply to a court of competent jurisdiction sitting in New York, New York, U.S.A., except if such exclusive venue may be prohibited by law, for temporary or preliminary injunctive relief in connection with an Arbitrable Dispute, and only upon the ground that the award to which that party may be entitled may be rendered ineffectual without such relief.

The Contractor understands that the agreement contemplated hereunder with respect to arbitration (“Arbitration Agreement”) does not prohibit the Contractor from filing or maintaining an administrative charge or complaint with a local, state, or federal administrative body that is authorized to enforce or administer laws, including but not limited to the Equal Employment Opportunity Commission, Department of Labor, or the National Labor Relations Board. The Contractor understands that this Arbitration Agreement does, however, preclude the Contractor from pursuing any court action regarding any such claim, except as permitted by law, and that any such court action shall exclusively take place in a court of competent jurisdiction sitting in New York, New York, U.S.A., except to the extent such forum selection is prohibited by law. This Arbitration Agreement does not restrict the Contractor’s rights to engage in concerted activities under Section 7 of the National Labor Relations Act. The Contractor understands that the Contractor will not be retaliated against, disciplined or threatened with discipline as a result of exercising the Contractor’s rights under Section 7 of the National Labor Relations Act by the filing of or participation in a class or collective action in any forum.

iii. Class Action Waiver. Except for Excluded Claims, the Company and the Contractor expressly intend and agree that: (a) class action and representative action procedures are hereby waived and shall not be asserted, nor will they apply, in any arbitration pursuant to this Agreement; (b) neither party will assert class action or representative action claims against the other in arbitration or otherwise, and (c) the arbitrator is not empowered to consolidate claims of different individuals into one proceeding, or to hear an arbitration as a class arbitration (“Class Action Waiver”). To the extent a court or the arbitrator determines that this Class Action Waiver is invalid, for any reason, it shall not be severable from this Agreement and the class or collective claims will be considered Excluded Claims that must be litigated in a civil court of competent jurisdiction sitting in New York, New York, U.S.A., unless such exclusive choice of venue is prohibited by applicable law. Notwithstanding any other clause contained in this Arbitration Agreement, any claim that all or part of the Class Action Waiver is invalid, unenforceable, void or voidable may be determined only by a court of competent jurisdiction sitting in New York, New York, U.S.A. (unless such exclusive choice of venue is prohibited by applicable law) and not by an arbitrator. The Class Action Waiver shall be severable when a dispute is filed as an individual action and severance is necessary to ensure that the individual action proceeds in arbitration.

iv. Waiver of Right to Court or Jury Trial. The Contractor understands that, by signing this Arbitration Agreement, both the Company and the Contractor are giving up any right they may have to a court or jury trial on all claims the Contractor and the Company may have against each other, as described in Section (i) above.

v. Arbitration Venue and Procedures. The Company and the Contractor agree that, except as provided in this Arbitration Agreement or as both the Company and the Contractor may mutually agree, any arbitration shall take place in New York, New York, U.S.A. and in accordance with the JAMS, Inc. ("JAMS") Employment Arbitration Rules and Procedures (the "JAMS Rules") available at [www.JAMSadr.com](http://www.JAMSadr.com). Notwithstanding anything in the JAMS Rules, the arbitrator will not have the authority to determine venue or whether this arbitration provision or any portion of it is enforceable, revocable or valid, the arbitrability of disputes, or whether claims may be arbitrated on a class, collective, or representative basis.

The arbitrator shall apply the substantive state or federal law (and the law of remedies, if applicable) as applicable to the claim(s) asserted. The arbitrator shall provide the Parties with a written decision explaining his or her findings and conclusions. The Arbitrator's decision shall be final and binding upon the parties. The parties shall be entitled to conduct discovery to the full extent authorized by governing law. The parties agree that the arbitrator shall have the power to decide any motions brought by any party to the arbitration, including motions for summary judgment and/or adjudication, discovery motions, motions to dismiss, and demurrers prior to any arbitration hearing. The Company and the Contractor agree that any arbitration under this arbitration provision shall be conducted in New York, New York, U.S.A. or, at Company's election, at the site of the closest JAMS office to the Contractor's residence. The arbitrator's decision regarding the claims shall be final and binding upon the parties and shall be enforceable to the fullest extent possible in any court having jurisdiction thereof. The Contractor agrees that the arbitrator shall have the power to award any remedies available under applicable law and that the arbitrator may award attorneys' fees and costs to the prevailing party, except as prohibited by law.

vi. Attorneys' Fees and Costs. The Contractor agrees that each party shall be responsible for paying such party's own attorneys' fees and costs. To the extent any cost-splitting provisions are found not to comply with such then-applicable law, the arbitrator shall reform this Arbitration Agreement such that it is enforceable and consistent with then-applicable decisional or statutory law.

20. Modification. This arbitration provision shall survive the termination of the Contractor's contract with the Company. It can only be revoked or modified in writing, signed by the parties. This Arbitration Agreement supersedes any prior or contemporaneous oral or written understanding on the subject. If any provision of this arbitration provision is found to be unenforceable, in whole or in part, such finding shall not affect the validity of the remainder of this arbitration provision and the arbitration provision shall be reformed to the greatest extent possible to ensure that the resolution of all conflicts between the parties are resolved by neutral, binding arbitration.

21. Pronouns. Whenever the context may require, any pronouns used in this Agreement shall include the corresponding masculine, feminine or neuter forms, and the singular forms of nouns and pronouns shall include the plural, and vice versa.

22. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements and understandings, whether written or oral, relating to the subject matter of this Agreement.

23. Amendment. This Agreement may be amended or modified only by a written instrument executed by both the Company and the Contractor.

24. Non-Assignability. The Contractor shall not have the right to assign any of its rights or delegate any of its duties without the express written consent of the Company. Any non-consented-to assignment or delegation, whether express or implied or by operation of law, shall be void and shall constitute a breach and a default by the Contractor.

25. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of New York, New York, U.S.A. without giving effect to any choice or conflict of law provision or rule that would cause the application of laws of any other jurisdiction.

26. Successors and Assigns. This Agreement shall be binding upon, and inure to the benefit of, both parties and their respective successors and assigns, including any corporation with which, or into which, the Company may be merged or which may succeed to its assets or business, provided, however, that the obligations of the Contractor are personal and shall not be assigned by Contractor.

27. Survival. Sections 5 through 26 of this Agreement and any remedies for breach of this Agreement will survive any termination or expiration of this Agreement and any engagement(s) performed hereunder. The Company may communicate the obligations contained in this Agreement to any existing or potential client or employer of the Contractor.

28. Miscellaneous.

28.1 No delay or omission by the Company in exercising any right under this Agreement shall operate as a waiver of that or any other right. A waiver or consent given by the Company on any one occasion shall be effective only in that instance and shall not be construed as a bar or waiver of any right on any other occasion.

28.2 The captions of the sections of this Agreement are for convenience of reference only and in no way define, limit or affect the scope or substance of any section of this Agreement.

28.3 In the event that any provision of this Agreement shall be invalid, illegal or otherwise unenforceable, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first above written.

**CONTRACTOR:**

**Contractor Signature:**

DocuSigned by:  
*Antony Brian*  
BB1C82236C95464...

**Contractor Name:** ANTONY BRIAN

**Address:** 85439-80100 MOMBASA

**Email:** briyoantony@gmail.com

**COMPANY:**

Andela

**By:**



**Name:** Martin Chikilian

**Title:** Head of Talent Operations

## Schedule of Work (SOW)

This SOW made pursuant to the Master Service Agreement - Independent Contractor of (the Agreement).

### 1. Description

Contractor shall perform services as a Software Engineer for the Company's client:

Indeed, who will be responsible for coordinating and setting clear expectations for Contractor with respect to the services. Contractor will otherwise be responsible for the method, manner and means of performing the services.

### 2. Fees

\$ 1,500 /month gross in consulting fees. The Company shall share specific details regarding invoicing instructions and payment timing separately via email. In the event the Contractor is unable to work a full month/ resigns / is terminated, the Contractor shall only be entitled to a prorated payment for the Work performed for the period the Contractor was actively engaged.

### 3. Term

This SOW shall commence on or around 06/28/2021, and shall continue in full force and effect thereafter for 9 months (the "Initial Term") or for such terms as the parties may agree. After the Initial Term, this SOW shall automatically renew until terminated in accordance with the terms of the MSA.

### 4. Good Faith Acknowledgment:

The Contractor acknowledges that the Contractor intends to work in good faith, to remain available to complete this engagement through the term, barring circumstances beyond the Contractor's control, such as a material change in the nature or structure of the engagement, or a personal hardship which would make completion impracticable or impossible. Should such extenuating circumstances arise during the course of the engagement, the Contractor will make all reasonable efforts to inform the Company to either help mitigate such circumstances or facilitate a transition that best protects the Company and Client's mutual interest.

Signature:  BB1C82236C95464...

Date: 6/24/2021