

INDEPENDENT CONTRACTOR AGREEMENT

This Contract is dated 27 March 2019 and is entered into by and between:

Conservation Alpha (Company Number 157843) of 2nd Floor, The AXIS, 26 Bank Street, Cybercity, Ebene 72201, Mauritius (hereinafter referred to as "CA"), and

Dr Liam Jed Thompson (ID 8012225078085) (hereinafter referred to as the "Independent Contractor", and hereinafter referred to collectively as "the Parties");

NOW IT IS HEREBY MUTUALLY AGREED BY AND BETWEEN THE PARTIES THAT:

For the period commencing on **24th October 2019** ("the Commencement Date") and terminating on **31st November 2019** ("the Termination Date").

Reference: RII Project Comp 2.1

1 INTRODUCTION

- 1.1 The Independent Contractor will provide the Services to CA and such other services as from time to time as CA may deem necessary. Such other services may include, inter alia, collaboration with, and assistance to CA's personnel, affiliated corporations, clients, and any other persons or entities as CA may direct from time to time. The Independent Contractor agrees to perform such services to the best of his/her ability.
- 1.2 This Agreement consists of these Standard Terms and Conditions, read together with the schedule ("the Schedule") annexed hereto.
- 1.3 In the event of any conflict between the Schedule and these Standard Terms and Conditions, the Terms and Conditions shall prevail.

2 RELATIONSHIP OF THE PARTIES

- 2.1 The Independent Contractor is contracted by CA solely for the purposes and to the extent set out in this Agreement and shall not be considered an employee and/or agent of CA for any purposes whatsoever.
- 2.2 The Parties specifically acknowledge and agree that there is no employment or expectation of employment of the Independent Contractor by CA and the Independent Contractor confirms that he/she (if a natural person) has no entitlement to any employment benefits outside of this contract.
- 2.3 This Agreement constitutes a fixed term contract for the provision of services and not a contract of employment and accordingly the Independent Contractor will be fully responsible for, and agrees to indemnify, CA against all costs, claims, damages or expenses incurred by CA, or for which CA may become liable, with respect to any liability for any employment-related claim or any claim based on employee status brought by the Independent Contractor, or any of the Independent Contractor's employees, as the case may be, against CA in connection with this Agreement.
- 2.4 The Independent Contractor shall not have, nor shall he/she/it make representations to any third parties that it does have, authority to contract or enter into any agreements on behalf of CA, nor shall the Independent Contractor have the authority to bind CA in any matter.

3 PERIOD

- 3.1 Subject to the Schedule herein below, the Independent Contractor shall provide the Services from the Commencement Date to the Termination Date.

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- 3.2 Either party may cancel this Contract at any time upon providing 14 (Fourteen) days written notice to the other. Should this occur, the balance of amounts payable to the Consultant for work satisfactorily completed, if any, shall be paid to the Consultant. The Consultant shall inform CA without delay of any event(s) that could affect the performance of this Contract, and shall provide any necessary details.
- 3.3 Nothing set out above shall prevent CA from terminating this Agreement immediately without notice in the event of a material breach of the terms of this Agreement by the Independent Contractor. It is recorded that a material breach by the Independent Contractor may include, but is not limited to, failure to properly provide the Services, failure to act in accordance with the terms of this Agreement, absence or lack of punctuality and commission of serious misconduct (including that relating to taking drugs and/or alcohol or dishonesty), is guilty or accused of making improper payments, is guilty or accused of physical violence against any person on CA's premises (or at a place where the Independent Contractor is providing his or her Services), is guilty or accused of racial, sexual or other improper harassment of any employee of, or Independent Contractor to, CA or individual that the Independent Contractor is dealing with in the course of the provision of the Services.
- 3.4 In addition to CA's rights above, CA, in its sole discretion, shall be entitled to suspend, without obligation to pay, or terminate this Agreement, if its client suspends or terminates its agreement due to any event outside the control of CA including but not limited to any reason related to force majeure (being any event of war, strike, natural disasters or any event of any licensing or other public authority having jurisdiction, or any other cause beyond the control of CA). CA shall not be liable to the Independent Contractor for any loss or damages arising from CA's failure to perform any of CA's obligations under this Agreement for any cause whatsoever which is beyond CA's reasonable control.

4 FEES AND TAXATION

- 4.1 Compensation for the Services will be on a daily fee basis or rate schedule as set forth in the Schedule hereto. No special overtime rates shall apply. Time spent in travel shall be considered time worked, except where travel is performed for the Independent Contractor's convenience on a day where no other work is performed. CA shall not be obligated hereunder to pay any compensation to the Independent Contractor under the terms of this Agreement, except for services actually rendered hereunder at the request of CA.
- 4.2 The Independent Contractor shall be responsible for all other costs and expenses, except as otherwise expressly stated in this Agreement, including direct payment to the proper agencies for any and all taxes that may be assessable against the fees received from CA.
- 4.3 In addition to the aforesaid fees, CA will also reimburse the Independent Contractor for all reasonable out-of-pocket expenses for use of personal car, public transportation, food, lodging, communications and other business expenses as authorized by CA and incurred in connection with the Services. The Independent Contractor shall not be entitled to receive any mark-up on such expenses. The Independent Contractor shall maintain and present receipts for reimbursement.
- 4.4 The Independent Contractor must submit invoices as per the defined payment schedule as set forth in the Schedule hereto. Invoices should be submitted with supporting receipts to CA for services rendered and expenses incurred. Each invoice shall set forth time actually spent performing services hereunder, the related compensation due, and verified reimbursable out-of-pocket expenses, incurred during the subject period. Attached to the invoices shall be appropriately completed time sheet/rate schedule recording the number of hours/activity for which the Independent Contractor actually rendered the Services. CA shall pay the amounts due to the Independent Contractor on said undisputed invoices within thirty (30) days after receipt thereof.

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- 4.5 CA shall be entitled to set off or make deductions from any amount owed to the Independent Contractor for any unauthorised costs or expense incurred including, but not limited to, hotel incidentals, lost or damaged goods, insurance excesses, goods not checked or properly returned, petty cash shortfalls, fines, penalties, recoverable items and unauthorised purchases and/ or expenses. Notwithstanding the foregoing, the Independent Contractor acknowledges that if any state and/or government agency and/or foreign government where services are rendered require any tax withholding by law or to qualify for any production-related tax rebates/incentive programs, then CA may make such withholdings in accordance with such law and/or rebate/incentive program. Furthermore, the Parties hereto acknowledge that CA shall have the right to require that the Independent Contractor register or not register in any particular country where the Services may be taking place or is intended to take place.

5 INSURANCE

- 5.1 The Independent Contractor hereby undertakes to insure himself against all reasonable risks, including but not limited to: contractors all risk for his equipment, public liability, professional indemnity and claims in terms of the Compensation for Occupational and Injuries and Diseases (No 130 of 1993). The insurance must be placed with a reputable insurance company at market related rates and the Independent Contractor must maintain such policy/ies in force and must, within 15 days, if called upon to do so by CA provide a current certificate of insurance.

6 ASSIGNMENT

The Consultant may not assign this Contract to another entity without the prior written consent of Conservation Alpha.

7 WAIVER

Save for such amount as CA is able to recover from its insurers, the Independent Contractor waives all rights to claim any amounts from CA in relation to death, injury or illness suffered by the Independent Contractor while either rendering the Services or in relation to any act or omission by CA, including by any of its employees or other contractors. To the extent that CA receives any payment from its insurers in respect of such a claim, it shall pay the same to the Independent Contractor less any VAT and less any payments already made in this respect. The aforesaid undertaking shall not be construed as an assumption of any liability to the Independent Contractor whatsoever on the part of CA.

8 INDEMNITY

- 8.1 The Independent Contractor hereby indemnifies and holds CA, its contractors and their sub-contractors, and their respective directors, agents, functionaries, delegates, consultants, officers or invitees harmless from any liability for any damage or loss, or claims, demands, costs, expenses and liabilities in respect of such loss, that may result, directly or indirectly, from or during the Independent Contractor's performance of the Services in terms of this Agreement where the Independent Contractor performs those Services in a negligent manner and/or where the Independent Contractor lacks the qualifications, skill and training to successfully and safely perform the Services required of him/her, and/or from any breach of this Agreement by the Independent Contractor.

9 REMEDIES

- 9.1 If either Party commits a breach of this Agreement and fails to remedy such breach within 7 (seven) days of notice thereof from the other, the notifying Party shall be entitled, in addition to any other rights and remedies that it may have in terms of this Agreement or otherwise, to terminate this Agreement upon written notice to the other, without prejudice to any claims which such Party may have for damages against the other.
- 9.2 The Independent Contractor agrees that monetary damages alone will be adequate compensation for any breach of this Agreement by CA, which shall be the sole remedy of the Independent Contractor, if any. CA shall not be held responsible for any consequential loss or damage.

10 USE OF NAME

As long as this Agreement remains in effect, it is agreed that CA may freely use the Independent Contractor's name, refer to the Independent Contractor's professional qualifications and experience, include the Independent Contractor's name in listings of its consultants, and describe the Independent Contractor as a consultant to it in the area of the Services.

11 INTELLECTUAL PROPERTY

- 11.1 The Independent Contractor hereby represents and warrants to CA as a material inducement to CA to enter into this Agreement and the arrangements contemplated hereby that:
- 11.1.1 this Agreement and each document, instrument and agreement executed by the Independent Contractor in connection with this Agreement and all transactions contemplated herein or therein, are the legal, valid and binding obligation of the Independent Contractor, enforceable in accordance with their terms; and
 - 11.1.2 all Works, as defined below, upon creation by the Independent Contractor or transfer by the Independent Contractor to CA hereunder, shall be owned by CA free and clear of all liens, encumbrances, pledges, restrictions on transfers and any other rights or claims of others, of any nature whatsoever, and CA shall have the sole right to obtain and hold any and all copyrights, patents, trademarks, trade names or other registrations and such other protections and indicia of ownership as may be appropriate to such Works and any extensions and renewals of any such registrations.
- 11.2 The Independent Contractor agrees that all written material, layouts, documents, drawings, photographs, reports and other data or material, including, without limitation, data stored by electronic means, generated, developed or prepared by the Independent Contractor pursuant to the terms of this Agreement, and the information therein, (collectively, the "Works") shall be work for hire and, as such, shall be, and remain, the property of CA. To the extent that any such Works may not be deemed to be "work for hire," without further consideration, and in addition to, and not in limitation of, any other rights that CA has or may have under law or pursuant to the terms of this Agreement, the Independent Contractor hereby assigns to CA any and all of the Independent Contractor's right, title and interest in and to such Works.
- 11.3 The Independent Contractor specifically agrees that any and all rights in and to the Works, including, but not limited to, any copyrights or patent rights, shall, upon creation, be owned by CA. To the extent that the Works or any portion thereof under applicable law may not be considered works made for hire, Independent Contractor hereby assigns to CA the ownership of the Works without the necessity of any further consideration, and CA shall be entitled to obtain and hold in its own name all rights in respect to the Works.

12 CONFIDENTIALITY AND NON-DISCLOSURE

- 12.1 During the term of this Agreement or thereafter, the Independent Contractor agrees to treat as confidential and appropriately safeguard and, if applicable, require all of its employees, officers, agents and representatives to keep in confidence and safeguard any intellectual property, information, document, material or other matter which the Independent Contractor obtains due to its relationship with CA and which relates to any such matter designated by CA to be confidential.
- 12.2 Any internal reproduction or dissemination by the Independent Contractor of such confidential information and other matters shall be strictly on a "need-to-know" basis pursuant to the requirements of this Agreement. The Independent Contractor shall return to CA all such information, documents, equipment, specifications, manuals, sales aids, materials and other matters (and all copies thereof) upon termination of this Agreement. The Independent Contractor's obligations hereunder are independent of all other obligations in this Agreement and shall survive the termination of this Agreement.

13 GENERAL

- 13.1 The Independent Contractor hereby warrants that she/he is entitled to enter into this Agreement (and give all assurances, confirmations, waivers set out in this Agreement) and is not under any obligation or suffering from any disability or condition which will in any manner prevent or restrict the Independent Contractor from entering into or freely performing the Independent Contractor's obligations in terms hereof.
- 13.2 No waiver by either Party hereto of any breach of any of the terms or conditions of this Agreement in a particular instance shall be deemed or construed to be a waiver of any preceding or succeeding breach of the same or any other terms or conditions.
- 13.3 All right, remedies, undertakings and obligations contained in this Agreement shall be cumulative and none of them shall be in limitation of any other rights, remedies, undertakings or obligations of either Party.
- 13.4 No trade union agreement or other collective bargaining agreement shall apply to the Independent Contractor's engagement with CA.
- 13.5 No variation, addition, deletion or agreed cancellation of the Agreement will be of any force or effect unless in writing and signed by or on behalf of the Parties.
- 13.6 Neither Party to the Agreement will be bound by any express or implied term, representation, warranty, promise (and the like) not recorded in the Agreement.
- 13.7 The term 'Agreement' shall mean and include the Schedule to this Agreement. Words and expressions defined in this Agreement shall apply to the Schedule unless the context clearly indicates otherwise.
- 13.8 Whenever a provision is followed by the wording 'including' and specific examples, such examples shall not be construed as to limit the ambit of the provision concerned.
- 13.9 Each of the provisions of this Agreement are capable of being severed from any other provision(s) and if any one or more provision(s) is held unenforceable this/they shall not affect the enforceability of the remaining provisions.
- 13.10 This Agreement and the Schedule attached hereto constitute the entire agreement between the Independent Contractor and CA and shall replace and supersede all prior arrangements and representations, either oral or written, as to the subject matter hereof.
- 13.11 The Parties choose as their domicilium citandi et executandi the physical address as stipulated below.

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13.12 In the absence of any amicable settlement to any dispute regarding this Contract, the courts of the Republic of Mauritius shall have sole jurisdiction in any dispute between parties arising out of this agreement. This Contract shall be governed by Mauritian law.

DATED AT **CAPE TOWN** ON THIS **24th** OF **OCTOBER 2019**

_____(signature)
("CA")

Full name of person signing on behalf of CA: Christopher Barichiev

Title: Technical Director

Address: Conservation Alpha, 2nd Floor, The Axis, 26 Bank Street, Cybercity, Ebene 77201, Mauritius.

Email: Chris.Barichiev@conservationalpha.com

_____(signature)
("Independent Contractor")

Full name of Independent Contractor: Liam Jed Thompson

Designation: Independent Contractor

Address: Gunnars väg 11, Hällingsjö-Hägnen, Sweden

Email: dejmail@gmail.com

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SCHEDULE TO INDEPENDENT CONTRACTOR AGREEMENT

The development of a simple API to allow the CyberTracker GPS Field Data Collection system to upload data to the Rhino-OMS dashboard that is being developed by Conservation Alpha and Ross Pitman.

- A RESTful API will be developed in Python using the Flask web framework.
- It will be a one-way API, i.e. no data will be returned to CyberTracker.
- The incoming data will be parsed from JSON, error checked, converted to the correct table format for Rhino-OMS and uploaded directly to the Amazon Redshift-hosted Rhino-OMS database.
- The API will communicate over HTTPS.
- The API will only allow data upload from known database IDs. Username and password permissions will also be implemented.
- Basic logging will be implemented to permit auditing and error tracking.
- The API will be hosted on Amazon Lambda, on Conservation Alpha's account.
- The API CyberTracker interface needs additional functionality to permit user authentication. The username and password will be directly queried against Rhino-OMS to avoid updating and synchronising two userlists.

Deliverables:

- A functional, REST-API that ingests data from Cybertracker into Rhino-OMS.
- The estimated time for completion of this work is 64 hours. At an hourly cost of \$32.00, the total cost is estimated to be \$2048.00.

Payment Milestones:

- 100% payment upon completion of all deliverables, to the satisfaction of CA
- A bonus of 512.00 if deliverable is by the specified date-15 November 2019.

