

INDEPENDENT CONTRACTOR AGREEMENT

Maarut Inc

This Agreement is entered into as of **May 11th, 2018** between of **Maarut Inc** (the "Company"), and **Catlogic Software QA Inc, 23- Woodhaven Drive, Brampton ON- L7A 1Y7** (the "Independent Contractor").

WHEREAS, the Company is incorporated pursuant to the *Canada Business Corporations Act* and is in the business of providing consulting and software development services, and other such ancillary services thereto as may from time to time be added to the Company's service offerings (collectively referred to as the "Services").

WHEREAS, the Independent Contractor desires to obtain a temporary contracting position with the Company to provide software development services in conjunction with the Company's Services.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement, and for other good and valuable consideration, including but not limited to the temporary retention of the Independent Contractor by the Company, the parties mutually agree as follows:

1. **Scope of Agreement:** The Independent Contractor will provide software development services to the Company at the direction of the Company based on work projects delivered to the Independent Contractor by the Company. The Independent Contractor agrees to complete the work assigned and to remain bound by this Agreement until its termination or expiration as set forth in work order

The Independent Contractor agrees to attend meetings and teleconferences as instructed by the Company to learn and effectively render the Services, receive updates on policies and procedures of the Company, and regularly check email and phone messages as is normal in the course of business. The Independent Contractor agrees that he will maintain backup procedures to minimize the risk of data, source code documentation, program, text, specifications, notes, texts, drawings or other information being lost or destroyed.

Services Provided

The Client hereby agrees to engage the Contractor to provide the Client and their clients client with the following services (the "Services"):

- Must have strong communication and customer interfacing skills
- You are responsible for the functional/technical track of a project.
- Onsite /Offshore model experience (experience working with multi-location teams).
- other duties as directed by client or client's clients or customers of client
- Should have strong experience using Automation tools like Selenium

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- 1.1. **Work Orders.** All work to be performed by Contractor shall be documented in a work order signed by authorized representatives of both parties (hereinafter referred to as a "Work Order"). Each Work Order shall set forth, at a minimum, the work to be done, the number and names of Contractor's Personnel to be assigned to Maarut Inc' work, the duration of each individual's assignment, and the fees for the work to be performed. Any subsequent duly executed Work Order shall incorporate by reference this Agreement.
- 1.2. **Method of Performing Services.** Contractor, in conjunction with its Personnel, will determine the method, details, and means of performing the work to be carried out for Maarut pursuant to a particular Work Order, providing its own reference materials, administrative support, and equipment where required devising appropriate working strategies and providing the Services independently, in a professional manner, with all proper skill and care, and in accordance with accepted professional standards methodologies and guidelines. Maarut Inc shall not control or direct the daily activities, the manner or determine the method of accomplishing such work within the agreed upon timescale. Contractor's Personnel shall observe at all times Maarut's and its clients standard working rules, security and safety policies. Contractor shall be entitled to exercise direct supervision and control and to periodically monitor performance of Personnel at Maarut Inc
- 1.3. **Personnel.** For purposes of this Agreement, the term "Personnel" shall mean any and all of Contractor's personnel, employees, subcontractors and agents who participate in any of Maarut Inc' work under any Work Order. Contractor shall be solely responsible for recruiting and hiring the Personnel and providing them with sufficient initial and ongoing training so that they shall be fit to satisfactorily perform duties required of them pursuant to a particular Work Order. Contractor shall be solely responsible for selecting appropriate Personnel for any given Work Order, although Maarut Inc shall have the right to interview Personnel assigned to it and request replacement Personnel if Maarut Inc deems the originally assigned Personnel unfit for the particular Work Order based on such Personnel's specific or general skills, background or experience. Based on Contractor's own business needs, Contractor shall be entitled to relocate assigned Personnel from placement with Maarut Inc with prior notice of 5 business days; provided that, in the event of such relocation, Contractor shall provide similarly qualified substitute Personnel upon such relocation. Contractor shall have the sole right to terminate Personnel; provided that in the event of such termination, Contractor shall provide qualified substitute Personnel upon such termination. Maarut Inc shall be entitled to require the removal of Personnel from placement with Maarut Inc in the event of unsatisfactory provision of services by the Personnel as required by the relevant Work Order; such removal, however, shall in no way obligate Contractor to terminate such Personnel's employment or agency with Contractor.

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- 1.4. **Place of Work.** Contractor's Personnel will perform all work for Maarut Inc primarily at Clients premises, except when such projects or tasks may, as mutually determined, be performed off-site
 - 1.5. **Work Order Underestimate.** Should the actual amount of work required to complete the works specified on a Work Order exceed five (5) percent of the estimate for such work, a new Work Order and estimate shall be required subject to the approval of the parties.
 - 1.6. **Acceptance of Work Performed.** Maarut Inc shall be entitled to accept or reject the results of work performed by Contractor based on satisfactory completion of the objectives outlined in the Work Order, and to modify the scope of the Work Order
2. **Independent Contractor's Representations:** Independent Contractor represents and warrants that he is qualified and uniquely skilled to perform the services required by the Company in accordance with the standards of good professional practice and that they possess all skills, qualifications and experience described and discussed with the Company.
 3. **Compensation:** The Company shall pay the Independent Contractor **\$45.00 CAD /Hour** plus applicable taxes (**Forty-Five Canadian Dollars Per hour**). There will be no guaranteed salary, bonuses, dividends, profit sharing or any other additional form of compensation above and beyond the amount specified in this Section.

The Independent Contractor shall be responsible for all of their own expenses and insurance. No vacation time is paid for under this agreement. Except as expressly provided above, the Independent Contractor agrees that they are not entitled to any other benefits from the Company, including medical insurance, worker's compensation, disability or any other insurance. In particular, The Company is not responsible for and will not remit employment insurance (EI) nor will it contribute to the Canadian Pension Plan (CPP) on behalf of the Independent Contractor.

Compensation. The fees for work performed by Contractor shall be set forth as part of each Work Order. Maarut shall pay Contractor's itemized invoices, for work done as per an applicable Work Order, within thirty-five (35) days after receipt. Except as otherwise expressly agreed in this Agreement or the applicable Work Order, Contractor shall be responsible for all costs and expenses incident to the performance of services for Maarut, including all costs incurred by Contractor to do business and shall have no claim against Maarut with respect to such costs

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4. **Working Hours**

Normal work hours shall be eight (8) hours each day not including meals and rest, five (5) days per week, Monday to Friday. Contractor may require to perform overtime and would require pre-approval from client. Overtime will be paid at the above agreed rate once timesheet is approved by client.

5. **BACKGROUND VERIFICATION**

It is mandatory as per Wipro Compliance that the Contactor who is representing the personnel conduct a complete background and credit check.

The below mentioned Background Checks are mandatory.

- Credit
 - o Canadian Credit Report
- Identity Development
 - o Person Search – Social Trace
- Investigative
 - o County Criminal Records Search
 - o Federal Criminal Records Search
 - o Multi-Jurisdiction Criminal Database
 - o Sex Offender Records Search
 - o Global Security Watch List
- Verification
 - o Employment Verification
- Credentials
 - o Education Verification
- Report Summarization
 - o Summary
 - o Quality Control

Before a candidate is onboarded, the Contractor must share clear and completed background check reports without any discrepancies with Maarut.

6. **Use of Name, Trademarks, and Logos:** Independent Contractor will not use, authorize or permit the use of the names, trademarks, or logos of the Company or render any services without their expressed, written consent, which consent will not unreasonably be withheld.

7. **Termination:** The term of this Agreement shall commence as of the date first written above. The Independent Contractor may terminate this Agreement by giving at least two weeks written notice sent to the Company by mail or email. This Agreement may be terminated by the Company at any

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time at its sole discretion by giving at least two weeks written notice, with or without cause. It is acknowledged by the parties that this Agreement is terminable at will, subject only to the notice requirements stated herein. Notices shall be sent to the Company's then-current business address. Section 6 of this agreement shall survive any termination.

8. **Non-Competition:** The parties agree that the Independent Contractor may provide its services on behalf of the Company; provided however, during the term of this Agreement and for a period of one (1) year thereafter,
 - (a) The Independent Contractor shall not own any management, financial or voting interest in any third party that competes with, or provides the same types of Services as the Company;
 - (b) The Independent Contractor shall not solicit, recruit, attempt to employ, induce the employment of, to employ any employee or independent consultant of the Company; and
 - (c) The Company specifically intends under this Section that the Independent Contractor may not usurp any opportunities away from the Company, and in competition, that the Company has presented to the Independent Contractor on the engagement with the Company which would be adverse to the Company's commercial interests in presenting the opportunity and/or engagement to the Independent Contractor. ~~Therefore, the Independent Contractor hereby agrees not to directly or indirectly engage in any Competing Business with the Company or its Company in relation to the engagement, for a period of two (2) years from the effective date of this Agreement, without the prior written consent by the Company.~~ The Independent Contractor further agrees that it may not usurp any potential opportunities as presented or disclosed by the Company in relation to the engagement to the Independent Contractor without the prior written consent by Company. In the event that the Independent Contractor has directly or indirectly violated this Section, the Company is further entitled to the liquidation damages pursuant to Section 8, but not limited to, any other relief that it may be entitled to under the law; and
 - (e) The Independent Contractor shall not use any confidential information, as set forth in Section 7 below, to do any of the foregoing.
9. **Confidentiality:** All tangible and intangible confidential information of the Company, any customer, client, vendor, supplier or third party of the Company which has been disclosed to the Independent Contractor on a confidential basis, or which will become known to the Independent Contractor as a result of performing or rendering services under the terms of this Agreement, shall be held in confidence and not to be disclosed to any unauthorized person and will be used only for the benefit of the Company or Company, for the term of this Agreement and for at least two (2) years after termination or expiration of this Agreement, no matter how terminated. Confidential information shall include, but not be limited to, non-public information about the Company or Customer, future

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and current customers and customer information, source code, sales techniques and marketing approaches, trade secrets, the finances, business affairs and circumstances of the company, all information and data relating to work performed under this Agreement, and the Independent Contractor's rate of pay. All items described herein, as well as any other confidential information, have been protected by the Company by utilization of reasonable security measures designed to protect their secrecy, confidentiality and value.

10. **Liquidated Damages:** Independent Contractor agrees to pay Company any liquidated damages as a result of its breach under this Agreement, including but not limited to, all compensation on the engagement by Company provided for services rendered by the Independent Contractor. Independent Contractor further agrees that it will relinquish all profits or commissions made to Company as a result of its breach under this Agreement in usurping opportunities presented by Company.
11. **Severability:** If any of the provisions of this Agreement shall be invalid or unenforceable, such invalidity or unenforceability shall not invalidate or render unenforceable the entire Agreement, but rather the entire Agreement shall be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligations of the parties shall be enforced accordingly.
12. **Choice of Law:** This agreement shall be governed by and construed in accordance with the laws of the province of Ontario, Canada. The parties hereto acknowledge, agree, and consent that this agreement be governed by the laws of the province of Ontario, Canada.
13. **Counterparts:** This Agreement may be executed in any number of counterparts, and transmitted electronically, each of which when so executed shall be deemed an original, but all such counterparts together shall constitute one and the same agreement.
14. **Successors and Assigns:** Except as otherwise provided herein, the provisions hereof shall inure to the benefit of and be binding upon, the successors, assigns, heirs, executors and administrators of the parties hereto.
15. **Entire Agreement:** This Agreement constitutes the entire understanding between the parties hereto, and supersedes all prior written or oral communications, relating to the subject matter covered by said agreements. No amendment, modification, extension or failure to enforce any condition of this Agreement by either party shall be deemed a waiver of any of its rights herein.

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16. **Notices:** Any written notice required under any of the provisions of this Agreement shall be deemed to have been properly served by delivery in person or by mailing to the Parties' addresses as provided below:

IN WITNESS WHEREOF, the parties have set their hands this day and year first written above.

Catlogic Software QA Inc.

Maarut Inc

23 Woodhaven Drive,
Brampton ON
L7A 1Y7

3460 Rebecca St
Oakville, L6L 6X9
Ontario, Canada

Signature

By: Venkata Naga Satish Kalla
(I have authority to bind the Company)

Date: _____

Signature

Date_____

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WORK ORDER 1

This Work Order is executed pursuant to the Contractor Agreement between **Maarut Inc** and **Catlogic Software QA Inc.**

This Work Order shall be effective as of **May 14, 2018**

Names of individuals assigned to perform the work, timeframe and fees:

Name : **Durgesh Jaishiv Gidwani**

Role : **Automation Consultant**

End Client : **TD**

Location : **310 Front Street W, Toronto- M5V 3A4**

Hourly Rate : **\$45 / Hour**

Duration : **12 Months**

Payment Terms : **Monthly (All invoices must be submitted with approved timesheets on a monthly basis)**

Catlogic Software QA Inc.

Maarut Inc

23 Woodhaven Drive,

3460 Rebecca St

Brampton ON

Oakville, L6L 6X9

L7A 1Y7

Ontario, Canada

Signature

By: **Venkata Naga Satish Kalla**
(I have authority to bind the Company)

Date: _____

Signature

Date _____

All Work Orders will expire on the time frames indicated above. Should an extension be necessary, the necessary approval and signoff must accompany the extension