

## **INDEPENDENT CONTRACTOR AGREEMENT**

This agreement (the "Agreement") is made and entered into as of **14/06/2023** (the "Effective Date") between **Digital Solution** (the "Company"), a limited liability company, and **牟粉善** (the "Contractor") (collectively, the "Parties").

WHEREAS, the Company requests the Contractor to perform services for it and may request the Contractor to perform other services in the future; and

WHEREAS, the Company and the Contractor desire to enter into an agreement, which will define respective rights and duties as to all services to be performed,

WHEREAS, the Contractor affirms that he or she understands all of the provisions contained in this Agreement, and in the case, that he or she requires clarification as to one or more of the provisions contained herein, he or she has requested clarification or otherwise sought legal guidance,

NOW, THEREFORE, in consideration of the covenants and agreements contained herein, the parties hereto agree as follows:

**1.0 Services.** Beginning on the Effective Date, and remaining in effect for the duration of this Agreement, the Contractor shall provide the Company with the following services, without limitation.

- 1.1 Evaluate, assess and recommend software and hardware solutions
- 1.2 Develop software, architecture, specifications and technical interfaces.
- 1.3 Build flexible data models and seamless integration points.
- 1.4 Innovate and develop high-value technology solutions to streamline processes.
- 1.5 Initiate and drive major changes in programs, procedures and methodology.
- 1.6 Coordinate with other developers and software professionals.
- 1.7 Log working hours (time spent on a task) in Hubstaff
- 1.8 Document all the work done related to the task in JIRA or Asana
- 1.9 Develop, deliver and test software prototypes.

**2.0 Contractor Representations and Warranties.** Beginning on the Effective Date, and remaining in effect for the duration of this Agreement, the Contractor makes the following representations and warranties.

2.1 That he or she is fully authorized and empowered to enter into this Agreement, and that his or her performance of the obligations under this Agreement will not violate any agreement between the Contractor and any other person, firm or organization or any law or governmental regulation.

2.2 That he or she is more than eighteen (18) years of age and not otherwise incapacitated at the time of the Agreement.

2.3 That he or she will in good faith attempt to notify the Company of any change(s) to the Contractor's schedule that could adversely affect the availability of the Contractor, whether known or unknown at the time of this Agreement, no later than two (2) weeks prior to such change(s). If the

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Contractor becomes aware of such change(s) within the two (2) weeks period, the Contractor shall promptly notify the Company of such change(s) within a reasonable amount of time.

2.4 That he or she will bear all expenses incurred in the performance of this Agreement.

3.0 **Company Representations and Warranties.** Beginning on the Effective Date, and remaining in effect for the duration of this Agreement, the Company makes the following representations and warranties.

3.1 That it is fully authorized and empowered to enter into this Agreement, and that its performance of the obligations under this Agreement will not violate any agreement between the Company and any other person, firm or organization or any law or governmental regulation.

3.2 That it is in full compliance with any and all laws and/or statutes applicable to the services described hereunder.

#### 4.0 **Compensation.**

4.1 In consideration for the Service, the Company shall pay the Contractor at the **\$3000 as fixed value**. Fees billed shall be due and payable upon the Contractor providing the Company with an invoice. Invoices will be provided for work completed by the Contractor weekly, fortnightly or per projects. Invoices must be provided 5 (five) days before payment day.

4.2 Payment of invoice is a confirmation of acceptance by the Company of provided services by the Contractor.

4.3 The Company shall not be responsible for federal, state and local taxes derived from the Contractor's net income or for the withholding and/or payment of any federal, state and local income and other payroll taxes, workers' compensation, disability benefits or other legal requirements applicable to the Contractor.

4.4 Payments will be processed via direct payments, Payoneer request, Upwork requests or Freelancer milestones.

4.5 Addresses and bank details of the parties

Company:

Digital Solution  
Address: 18575 Jamboree Rd, Irvine, CA  
92612, USA  
hello@digitalsolutions.dev

Contractor:

牟粉善  
Address: 铁西区北一中路 1-6 号  
沈阳市, 辽宁, 中国  
m1497739241@163.com

#### 5.0 **Independent Contractor Status.**

5.1 The Contractor is an independent contractor of Company. Nothing contained in this Agreement shall be construed to create the relationship of employer and employee, principal and agent, partnership or joint venture, or any other fiduciary relationship.

5.2 The Contractor shall have no authority to act as agent for, or on behalf of, the Company, or to represent the Company, or bind the Company in any manner.

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5.3 The Contractor shall not be entitled to worker's compensation, retirement, insurance or other benefits afforded to employees of the Company.

#### **6.0 Confidential Information.**

6.1 The Contractor and his or her employees shall not, during the time of rendering services to the Company or thereafter, disclose to anyone other than authorized employees of the Company (or persons designated by such duly authorized employees of the Company) or use for the benefit of the Contractor and his or her employees or for any entity other than the Company, any information of a confidential nature, including but not limited to, information relating to: any such materials or intellectual property; any of the Company projects or programs; the technical, commercial or any other affairs of the Company; or, any confidential information which the Company has received from a third party.

6.2 Contractor shall, upon request of Company and/or upon termination of this Agreement, immediately return such confidential information and all copies thereof in any form whatsoever under the power or control of Contractor to Company, and delete such information from all retrieval systems and databases or destroy same as directed by Company.

#### **7.0 Intellectual Property.**

7.1 The Contractor represents that all content provided by the Contractor to the Company, in furtherance of the services described hereunder, including, without limitation, images, videos and text, including any intellectual property, such as copyrights or trademarks (the "Content"), is owned solely and legally by the Contractor.

7.2 The Contractor hereby assigns to Company or Company's designee, for no additional consideration, all Contractor's rights, including copyrights, in all deliverables and other works prepared by the Contractor under this agreement. The Contractor shall, and shall cause its employees and agents to, promptly sign and deliver any documents and take any actions that company reasonably requests to establish and perfect the rights assigned to company or its designee under this provision.

7.3 Any materials developed by the Company, making use of Content, remains the sole property of the Company subject to all applicable laws and/or statutes.

7.4 During the course of performing under this Agreement, the Contractor and its directors, officers, employees, or other representatives may, independently or in conjunction with the Company, develop information, produce work product, or achieve other results for the Company in connection with the services it performs for the Company under this Agreement. The contractor agrees that any such information, work product, and other results, systems and information developed by the Contractor and/or the Company in connection with such services (hereinafter referred to collectively as the "Work Product") shall, to the extent permitted by law, be a "work made for hire" within the definition of Section 101 of the Copyright Act (17 U.S.C. § 101), and shall remain the sole and exclusive property of Company. *Note that this provision shall have no effect on the status of the relationship between the Company and the Contractor, as set out in Section 5 above. In particular, this provision does not apply if the Contractor is a California resident at the time of entering into this Agreement; in such case, the Contractor hereby assigns copyrights for any such information, work product, and other results, systems and information to the Company.*

#### **8.0 Liability.**

8.1 The Company shall not be responsible for any costs incurred by the Contractor, including, without limitation, any and all fees and expenses, such as those described in Section 2.4 above.

8.2 The Company makes no guarantees regarding the physical and/or mental fitness of any Client. The Contractor shall perform the services set out in this Agreement at his or her own risk.

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8.3 EXCEPT WITH RESPECT TO THE PARTIES' INDEMNIFICATION OBLIGATIONS, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES ARISING FROM OR RELATED TO THIS AGREEMENT, INCLUDING BODILY INJURY, DEATH, LOSS OF REVENUE, OR PROFITS OR OTHER BENEFITS, AND CLAIMS BY ANY THIRD PARTY, EVEN IF THE PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION APPLIES TO ALL CAUSES OF ACTION IN THE AGGREGATE, INCLUDING WITHOUT LIMITATION TO BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, AND OTHER TORTS.

**9.0 Disclaimer of Warranty.**

9.1 THE WARRANTIES CONTAINED HEREIN ARE THE ONLY WARRANTIES MADE BY THE PARTIES HEREUNDER. EACH PARTY MAKES NO OTHER WARRANTY, WHETHER EXPRESS OR IMPLIED, AND EXPRESSLY EXCLUDES AND DISCLAIMS ALL OTHER WARRANTIES AND REPRESENTATIONS OF ANY KIND, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. COMPANY DOES NOT PROVIDE ANY WARRANTY THAT OPERATION OF ANY SERVICES HEREUNDER WILL BE UNINTERRUPTED OR ERROR-FREE.

**10.0 Indemnification.**

10.1 The Contractor agrees to indemnify and hold harmless the Company, its affiliates, and its respective officers, directors, agents and employees from any and all claims, demands, losses, causes of action, damage, lawsuits, judgments, including attorneys' fees and costs, arising out of, or relating to, the Contractor's services under this Agreement. This provision shall survive the duration of this Agreement.

10.2 The Contractor agrees to defend against any and all claims, demands, causes of action, lawsuits, and/or judgments arising out of, or relating to, the Contractor's services under this Agreement, unless expressly stated otherwise by the Company, in writing.

**11.0 Duration, Scope and Severability.**

11.1 This Agreement shall take effect immediately, and shall remain in full force and effect indefinitely, or until terminated pursuant to Section 11 of this Agreement.

11.2 The Company may terminate this Agreement for any reason upon forty-eight (48) hours notice to the Contractor. Either party may terminate this Agreement for cause immediately upon notice to the breaching party.

11.3 This Agreement, and any accompanying appendices, duplicates, or copies, constitutes the entire agreement between the Parties with respect to the subject matter of this Agreement, and supersedes all prior negotiations, agreements, representations, and understandings of any kind, whether written or oral, between the Parties, preceding the date of this Agreement.

11.4 This Agreement may be amended only by written agreement duly executed by an authorized representative of each party.

11.5 If any provision or provisions of this Agreement shall be held unenforceable for any reason, then such provision shall be modified to reflect the parties' intention. All remaining provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

11.6 No modifications to this Agreement shall be binding upon the Company without the express, written consent of the Company.

11.7 This Agreement shall not be assigned by either party without the express consent of the other party.

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## **12.0 Counterparts and Facsimile Signatures.**

12.1 This Agreement may be signed in counterparts with the same effect as if the signatures to each counterpart were upon a single instrument, and all such counterparts together shall be deemed an original of this Agreement. For purposes of this Agreement, a facsimile copy of a party's signature shall be sufficient to bind such party.

## **13.0 Governing Law and Jurisdiction.**

13.1 This Agreement shall be governed by and construed in accordance with the laws of Estonia expanding to European Court of Justice without reference to any principles of conflicts of laws, which might cause the application of the laws of another state. Any action instituted by either party arising out of this Agreement shall only be brought, tried and resolved in the applicable courts. EACH PARTY HEREBY CONSENTS TO THE EXCLUSIVE PERSONAL JURISDICTION AND VENUE OF THE COURTS, STATE AND FEDERAL, HAVING JURISDICTION IN European Court System.

## **14.0 Waiver of Rights.**

14.1 A failure or delay in exercising any right, power or privilege in respect of this Agreement will not be presumed to operate as a waiver, and a single or partial exercise of any right, power or privilege will not be presumed to preclude any subsequent or further exercise, of that right, power or privilege or the exercise of any other right, power or privilege.

IN WITNESS, WHEREOF, the Parties, intending to be legally bound, have each executed this agreement as of the Effective Date.

Digital Solution

Kyle Kelley

Signature: Kyle Kelley Date: 2023.06.14

Contractor

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Signature: Mu fenshan Date: 2023.06.14