

**DATED 25th November**

**2021**

**(1) JOSHUA CHARLEY**

**- and -**

**(2) SYSTEMSEED DIGITAL SERVICES LLC**

**SERVICES AGREEMENT**

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**BETWEEN:**

- (1) **JOSHUA CHARLEY**, the holder of Sierra Leonean Passport number ER088995, was issued on 8th January 2018 by Sierra Leonean residing at 81A Kaningo Road, Lumley, Freetown. 81A Kaningo Road, Lumley, Freetown. ("Contractor"); and
- (2) **SYSTEMSEED DIGITAL SERVICES LLC** a company incorporated and registered in Delaware, USA with company number 6639371 whose registered office is at 8 The Green, STE A Dover, DE 19901, United States of America ("Client")

**BACKGROUND:**

The Client wishes to engage the Contractor to provide the Services (as defined below) and the Contractor, who is an independent contractor, has agreed to provide the Services upon the terms of this agreement.

**IT IS AGREED:**

**1. DEFINITIONS AND INTERPRETATION**

In this agreement:

- 1.1 The following terms have the following meanings:

"Client IPR" has the meaning given to it in clause 13 (*Intellectual Property*);

"Fee" has the meaning given to it in clause 4.1 (*Fees*);

"Relevant Requirements" has the meaning given to it in clause 14 (*Bribery and Corruption*);

"Services" means the services to be provided by the Contractor to Client in accordance with this agreement as described in clause 3 and Schedule 1 (*Services*);

"Team" means the team of contractors providing services to the Client;

"Taxation" has the meaning given to it in clause 8.1;

"Term" means the period during which this agreement continues as regulated under clause 2; and

- 1.2 References to clauses and schedules are unless otherwise stated to clauses of and schedules to this agreement.

- 1.3 The headings to the clauses are for convenience only and shall not affect the construction or interpretation of this agreement.

## **2. TERM**

- 2.1 This agreement shall commence 25th November 2021 and shall continue (subject to the provisions of clause 15 (Termination)) until the earliest to occur of:
- 2.1.1 the serving of one week's notice to the Contractor by the Client during the first four month period of the Term or two weeks' notice during the remainder of the Term;
  - 2.1.2 the annual anniversary of the date of commencement of the agreement set out above unless the parties agree in writing to the continuation of this agreement in accordance with clause 2.3; and
  - 2.1.3 the termination of this agreement by not less than one month's written notice given by either Client or the Contractor.
- 2.2 Upon the earliest to occur of the dates specified in clause 2.1, this agreement shall cease to have any effect (save as regards clauses 6, 8, 9 and 11) and the Client shall have no obligation to provide any further work to the Contractor and the Contractor shall have no obligation to provide any further Services to Client unless the parties have otherwise agreed in writing.
- 2.3 The parties may agree to extend the Term for one year by agreement in writing executed by both parties no later than two weeks' prior to the expiry of the Term as set out in clause 2.1.2 or as it may have been extended by any previous agreement in writing.

## **3. SERVICES**

- 3.1 The Client hereby engages the Contractor to provide the Services to the Client. The Contractor hereby agrees to provide all those Services set out in Schedule 1 (*Services*) and such other services consistent with the Services as the Client shall from time to time require of the Contractor on the terms and conditions of this agreement.
- 3.2 During the Term the Contractor shall provide the Services on an as needed basis. The Contractor shall make himself available for consultation with the Team and the management of the Client during agreed core working hours during each working day during the Term other than on agreed days. The Contractor is entitled to be unavailable on 5 working days (being the proportion for the Term of an annualised number of 30 days) as agreed with the Client during the Term. The Contractor shall promptly report to the Client if he is unavailable for reasons of sickness.
- 3.3 The Contractor acknowledges that the Client's business and the businesses of its customers will be conducted in various places around the world with headquarters in Barcelona, Spain and so he may be required to travel to such places in the ordinary course of supplying the Services.
- 3.4 The Contractor shall provide the Services with all due care, skill and ability expected of a professional senior contractor in the digital services industry and shall promptly give the Client all such information and reports as the Client may reasonably require in connection with the provision of the Services.
- 3.5 The Contractor agrees to observe and comply with the Client's rules, regulations and policies (including without limitation its policies on equal opportunities and health and safety) and any relevant legislation affecting or relating to the business of the Client or its customers.

- 3.6 The Contractor shall immediately disclose to the Client any conflict of interest, which arises in relation to the provision of the Services as a result of any present or future appointment, employment or other interest of the Contractor.
- 3.7 The Contractor may use another person, firm, company or organisation to perform any administrative, clerical or secretarial functions, which are reasonably incidental to the provision of the Services provided that the Client will not be liable to bear the cost of such functions.

#### **4. FEES**

- 4.1 In consideration of the Contractor providing the Services in accordance with clause 3, the Client shall pay the Contractor a fee ("**Fee**"). The amount of the Fee shall be calculated in accordance with Schedule 2 (*Fees*). All fees are calculated exclusive of value added tax (if applicable)..
- 4.2 Payment of the Fee shall only be made on production of an appropriate invoice for this purpose (to include value added tax where necessary) by the Contractor and not otherwise, as set out in the schedule to this agreement, and shall be made by way of bank transfer within 14 days of receipt of the invoice. Invoices should be made in the form set out in Schedule 3 (*Pro Forma Invoice*) submitted to the Client by email marked for the attention of Anthony Fox-Davies.
- 4.3 The Client shall reimburse the Contractor (on production of such receipts or other evidence as the Client may require) the amount of out-of-pocket expenses properly incurred under the Client expenses policy in the provision of the Services.
- 4.4 The Client shall be entitled to deduct from the Fee any sums that the Contractor may owe to the Client at any time.
- 4.5 If the Contractor is unable to provide the Services for any reason, he shall only be entitled to receive any fees in respect of the period of inability or unavailability in accordance with the Client's policies for sick leave, holidays and other personal leave.

#### **5. OTHER ACTIVITIES**

- 5.1 The Contractor agrees that he/she will not

5.1.1 approach, or

5.1.2 solicit for business, and/or

5.1.3 compete for the business of,

any customer of the Client without the prior written agreement of the Client at any time during the Term and/or for a period of one year following termination or expiry of this agreement for whatever cause.

- 5.2 The Contractor shall not interfere with the Client's relationship with, nor entice away from the Client, any person who, at any time during the Term of the agreement or for a period of one year] post its termination or expiry, was an employee or contractor of the Company.
- 5.3 Nothing in this agreement shall prevent the Contractor from being engaged, concerned or having any financial interest in any capacity in any other business, trade, profession or

occupation during the Term, provided that such activity does not cause a breach of any of the Contractor's obligations under this agreement.

Nothing in this clause shall prevent the Contractor from applying for employment or becoming an employee where the Client's customer has advertised a position as a full time employee on a national or international basis.

## **6. MONITORING AND REPORTING**

- 6.1 The Contractor shall work and cooperate with the Team and management of the Client.
- 6.2 The Contractor shall submit written reports to the Client through its on-line reporting systems, including but not limited to *insert names of relevant systems* written reports on his activities and progress in carrying out the Services at the times agreed.
- 6.3 The Contractor shall deliver all those key deliverables listed in the description of the Services at the times set out or otherwise agreed with the Client.

## **7. NO EMPLOYMENT, AGENCY OR PARTNERSHIP**

- 7.1 Nothing contained in this agreement shall be construed or have effect as constituting any relationship of employer and employee between the Client and the Contractor.
- 7.2 Nothing in this agreement shall constitute the Contractor acting as an agent of the Client. The Contractor shall not have any right or power whatsoever to contract on behalf of the Client or bind the Client in any way in relation to third parties unless specifically authorised to do so by the Client and shall not hold themselves out as having any such authority.
- 7.3 Nothing contained in this agreement shall constitute a partnership or joint venture between the Client and the Contractor.

## **8. INDEMNITIES**

- 8.1 This agreement constitutes a contract for the provision of services and not a contract of employment. As such, the Contractor shall bear exclusive responsibility for the payment of any national or social insurance, income tax and any other form of taxation or social security cost ("**Taxation**") in respect of payments made to him under this agreement. The Contractor shall indemnify and keep indemnified the Client against any liability, loss, damage, cost, claim or expense the Client suffers or incurs as a result of any claims against the Client for such sums and other claims arising out of the Contractor being found to be an employee of the Client (including, without limitation, any claims against the Client for any Taxation and other contributions required by law to be paid in respect of any payments made to the Contractor under this agreement) for a period of one year and up to a maximum of 10% of the Fee for the last year of the Term or the relevant proportion thereof..
- 8.2 Without prejudice to the indemnity in clause 8.1, if, for any reason, the Client shall become liable to pay, or shall pay, any Taxation or other payments as referred to in clause 8.1, the Client shall be entitled to deduct from any amounts payable to the Contractor all amounts so paid or required to be paid by the Client and, to the extent that any amount of taxes paid or required to be paid by the Contractor shall exceed the amounts payable by the Client to the Contractor, the Contractor shall indemnify the Client in respect of such liability and shall, upon demand, forthwith reimburse the Client such excess up to the amount set out in clause 8.1.

## 9. INSURANCE

- 9.1 The Contractor shall arrange his or her own medical and travel insurance during the Term at his or her own discretion.
- 9.2 Client shall be under no liability in respect of medical, medical insurance or travel insurance expenses of the Contractor.
- 9.3 The Contractor shall be responsible for other appropriate insurance coverage, including but not limited to professional and third party liability. The Client shall be under no liability in respect of such matters.

## 10. NO ASSIGNMENT, NO POST TERMINATION REPRESENTATION

- 10.1 This agreement is personal to the Contractor who shall not assign this agreement to any person without the prior written approval of the Client.
- 10.2 The Contractor undertakes that he shall not, at any time after the termination of this agreement for whatever reason, represent himself as being in any way connected with the business or activities of the Client.

## 11. CONFIDENTIALITY

- 11.1 **Confidential and Proprietary Information.** In the course of performing the Services, the Contractor will be exposed to confidential and proprietary information of the Client. “**Confidential Information**” shall mean any data or information, whether in written, electronic or conveyed orally, that is competitively sensitive material and not generally known to the public, including, but not limited to, information relating to development and plans, marketing strategies, finance, operations, systems, proprietary concepts, documentation, reports, data, specifications, computer software, source code, object code, flow charts, data, databases, inventions, know-how, trade secrets, customer lists, customer relationships, customer profiles, supplier lists, supplier relationships, supplier profiles, pricing, sales estimates, business plans and internal performance results relating to the past, present or future business activities, technical information, designs, processes, procedures, formulas or improvements, which the Client considers confidential and proprietary. The Contractor acknowledges and agrees that the Confidential Information is valuable property of the Client, developed over a long period of time at substantial expense and that it is worthy of protection.
- 11.2 **Confidentiality Obligations.** Except as otherwise expressly permitted in this Agreement, the Contractor shall not disclose or use in any manner, directly or indirectly, any Confidential Information either during the term of this Agreement or at any time thereafter, except as required to perform the Services or with the Client’s prior written consent.
- 11.3 **Rights in Confidential Information.** All Confidential Information disclosed to the Contractor by the Client (i) is and shall remain the sole and exclusive property of the Client, and (ii) is disclosed or permitted to be acquired by the Contractor solely in reliance on the Contractor’s agreement to maintain the Confidential Information in confidence and not to use or disclose the Confidential Information to any other person other than for the strict purpose of performing the Services. Except as expressly provided herein, this agreement does not confer any right, license, ownership or other interest in or title to the Confidential Information to the Contractor.
- 11.4 **Irreparable Harm.** the Contractor acknowledges that use or disclosure of any Confidential Information in a manner inconsistent with this Agreement will give rise to irreparable injury

for which damages would not be an adequate remedy. Accordingly, in addition to any other legal remedies which may be available at law or in equity, the Client shall be entitled to equitable or injunctive relief against the unauthorized use or disclosure of Confidential Information. The Client shall be entitled to pursue any other legally permissible remedy available as a result of such breach, including but not limited to, damages, both direct and consequential. In any action brought by the Client under this clause, the Client shall be entitled to recover its attorney's fees and costs from the Contractor.

## **12. DATA PROTECTION**

- 12.1 For the purposes of any legislation in any jurisdiction relating to data protection, the Contractor consents to the holding, processing and accessing of personal data by the Client relating to him for all purposes relating to the performance of this agreement including but not limited to transferring such personal data to a country or territory outside the European Economic Area.
- 12.2 The Client shall inform the Contractor of any relevant restrictions relating to a prospective customer that may affect the Contractor's performance of the Services.

## **13. INTELLECTUAL PROPERTY**

- 13.1 Any material, creation, work, prototype, plan, model, discovery, theory (scientific or otherwise), business or mathematical scheme, rule or method, technique, know-how, show-how, data, result, customer client or supplier list, contractual arrangement, market opportunity, plan or intention, trade secret, forecast, analysis, evaluation, research methodology, technical or business information, development, invention (whether patentable or not), improvement, design (whether registrable or otherwise), process, formula, semiconductor topography, copyright work (including, without limitation, any computer program), database, domain name, business name, trade mark or trade or brand name or get-up created, devised, developed or discovered by the Contractor, including but not limited to Works, during the provision of the Services either alone or with any other person in connection with or in any way affecting or relating to the business of the Client or capable of being used or adapted for use therein or in connection therewith ("**Works**") shall promptly be disclosed to the Client on their creation, devising, development or discovery.
- 13.2 The Parties acknowledge that the Works shall, to the extent permitted by law, be considered a "work made for hire" for the purposes of any relevant legislation and that the Client is deemed to be the author and is the owner of all copyright and all other rights therein. If the Works are not deemed to be a "work made for hire" under any relevant legislation, then the Contractor hereby assigns to the Client all of the Contractor's rights, title and interest in and to the Works Product, including but not limited to all copyrights, publishing rights and rights to use, reproduce and otherwise exploit the Works in any and all formats, media, or all channels, whether now known or hereafter created. The Contractor hereby assigns all right, title and interest in any existing or future intellectual property rights in the Works ("**Client IPR**") (including, without limitation, the right to apply for the same) to the Client or as the Client may direct, to the fullest extent permissible by law. Insofar as any Client IPR does not vest in the Client automatically by operation of law or under this agreement, the Contractor holds legal title in such Client IPR on trust for the Client.
- 13.3 **Ownership of Works.** The Parties agree that all Works, information or other materials created and developed by the Contractor in connection with the performance of the Services under this Agreement and any resulting intellectual property rights (collectively, the "**Work Product**") are the sole and exclusive property of the Client.



- 13.4 The Contractor if and whenever required so to do by the Client shall at the expense of the Client:
- 13.4.1 apply, or join with or assist the Client in applying, for Client IPR in any relevant jurisdiction;
  - 13.4.2 do all such further acts and execute (as a deed or otherwise) all such documents as the Client may reasonably require to vest in the Client (or its nominee) all right, title and interest that the Contractor has agreed in this agreement is or should be vested in the Client (or its nominee) and for the purposes of the prosecution of, or any proceedings concerning (including, without limitation, the validity or infringement of), any Client IPR.
- 13.5 The Contractor undertakes to the Client:
- 13.5.1 whenever requested to do so by the Client and in any event on the termination of this agreement, promptly to deliver to the Client all correspondence, documents, papers and records on all media (and all copies or abstracts of them), recording or relating to any part of the Works and the process of their creation, devising, development or discovery which are in the Contractor's possession, custody or power; and
  - 13.5.2 not to apply for any Client IPR unless requested to do so by the Client.
- 13.6 The Contractor warrants that:
- 13.6.1 he has not given and will not give permission to any third party to use any of the Works or any of Client IPR;
  - 13.6.2 he is unaware of any use by any third party of any of the Works or Client IPR; and
  - 13.6.3 the use of the Works or Client IPR by the Client will not infringe the rights of any third party.
- 13.7 The Contractor hereby irrevocably and unconditionally waives all moral rights which he may have in the Works in whatever part of the world such rights may be enforceable, including, without limitation.
- 13.8 The Contractor hereby irrevocably appoints the Client to be his attorney, in his name to sign, execute, do or deliver on his behalf any deed, document or other instrument and generally to use his name for the purpose of giving full effect to this clause 13; and acknowledges in favour of a third party that a certificate in writing signed by any director or by the secretary of the Client that any instrument or act falls within the authority conferred by this clause 13 shall be conclusive evidence that such is the case.

## **14. BRIBERY AND CORRUPTION**

The Contractor shall:

- 14.1 comply with all applicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption (“**Relevant Requirements**”), in any relevant jurisdiction;

- 14.2 not do, or omit to do, any act that will cause or lead the Client to be in breach of any of the Relevant Requirements or the Client Anti-bribery and Corruption Policy;
- 14.3 promptly report to the Client any request or demand for any undue financial or other advantage of any kind received by the Contractor in connection with the performance of this agreement; and
- 14.4 if requested, provide the Client with any reasonable assistance, at the Contractor's reasonable cost, to enable the Client to perform any activity required by any relevant government or agency in any relevant jurisdiction for the purpose of compliance with any of the Relevant Requirements.

## **15. TERMINATION**

- 15.1 Notwithstanding the provisions of clause 2.1, the Client may terminate this agreement with immediate effect with no liability to make any further payment to the Contractor (other than in respect of amounts accrued prior to the termination of this agreement) if at any time the Contractor:
  - 15.1.1 fails for any reason to perform the Services for a continuous period of 2 weeks;
  - 15.1.2 commits any serious or repeated breach or non-observance of any of the provisions of this agreement or refuses or neglects to comply with any reasonable and lawful directions of the Client;
  - 15.1.3 is convicted of any criminal offence (other than an offence under any road traffic legislation for which a fine or non-custodial penalty is imposed);
  - 15.1.4 is in the reasonable opinion of the board of directors of the Client negligent or incompetent in the performance of the Services;
  - 15.1.5 is declared bankrupt or makes any arrangement with or for the benefit of his creditors or has an insolvency or administration order made against him under relevant legislation; or
  - 15.1.6 is guilty of any bribery, corruption, fraud or dishonesty or acts in any manner which in the opinion of the Client brings or is likely to bring the Contractor or the Client into disrepute or is materially adverse to the interests of the Client.
- 15.2 The rights of the Client under clause 15.1 are without prejudice to any other rights that it might have at law to terminate this agreement or to accept any breach of this agreement on the part of the Contractor as having brought this agreement to an end. Any delay by the Client in exercising its rights to terminate shall not constitute a waiver thereof.
- 15.3 Clauses 6 (*No Employment or Agency*), 8 (*Indemnities*), 10 (*No Assignment, No Post Termination Representation*), 11 (*Confidential Information*), 16 (*Obligations upon Termination*) and 20 (*Governing Law and Jurisdiction*) shall survive the termination of this agreement.

## **16. OBLIGATIONS UPON TERMINATION**

Immediately on the termination of this agreement or at any other time at the request of the Client, the Contractor shall:

- 16.1 immediately deliver to the Client all documents, books, materials, records, correspondence, papers and information (on whatever media and wherever located) relating to the business or affairs of the Client or their business contacts, any keys, and any other property of the Client or any member of the Group, which is in his possession or under his control;
- 16.2 irretrievably delete any information relating to the business of the Client stored on any magnetic or optical disk or memory and all matter derived from such sources which is in his possession or under his control outside the premises of the Client; and
- 16.3 provide a signed statement that he has complied fully with his obligations under this clause 16.

## **17. ENTIRE AGREEMENT**

- 17.1 This agreement constitutes the entire agreement and understanding between the parties in respect of the matters dealt with in it and supersedes any previous agreement between the parties relating to such matters notwithstanding the terms of any previous agreement or arrangement expressed to survive termination.
- 17.2 Each of the parties acknowledges and agrees that in entering into this agreement, it does not rely on, and shall have no remedy in respect of, any statement, representation, warranty or understanding (whether negligently or innocently made) other than as expressly set out in this agreement. The only remedy available to either party in respect of any such statement, representation, warranty or understanding shall be for breach of contract under the terms of this agreement.
- 17.3 Nothing in this clause 17 shall operate to exclude any liability for fraud.

## **18. NOTICES**

- 18.1 Any notice or other document to be given under this agreement shall be in writing and may be given personally to the Contractor or the Client (as the case may be) or may be sent by courier, in the case of the Client, to its registered office for the time being and in the case of the Contractor either to his address shown on the face of this agreement or to his last known place of residence.
- 18.2 Any such notice shall be deemed served when in the ordinary course of the means of transmission it would first be received by the addressee in normal business hours.

## **19. GOVERNING LAW AND JURISDICTION**

- 19.1 The terms of this Agreement and the rights of the Parties hereto shall be governed exclusively by the laws of the State of Delaware in the United States of America, without regarding its conflicts of law provisions.
- 19.2 Any dispute arising from this Agreement shall be resolved in the courts of the State of Delaware.

**This agreement has been executed and takes effect on the date stated at the beginning of it.**

## **SCHEDULE 1: SERVICES**

The scope of Services to be provided by the Contractor are set out below:

### **1. Scope of Work**

The Contractor shall carry out the following Services:

- 1.1 Contribute to the Client's strategy and planning;
- 1.2 Participate as an integral part of the team of the Client's personnel providing Services (the **Team**) in the organisation of the activities and allocation of [products, Services and markets] to members of the Team;
- 1.3 Perform all the necessary Services to deliver the agreed targets as amended from time to time;
- 1.4 Attending regular electronic meetings with the Team;
- 1.5 Assist with any incidental and administrative duties as are reasonably required or reasonably desirable for the performance of the duties set out above.

### **2. Key Deliverables**

The Contractor shall be responsible for:

- 2.1 Implementation and delivery of that part of the strategy allocated to the Contractor;
- 2.2 Make himself available during core working hours agreed with other members of the Team or as otherwise agreed;
- 2.3 Recording hours spent into the Client's time recording system;
- 2.4 A report assessing the activities as per strategy document.

## **SCHEDULE 2: FEES**

The Client shall pay fees to the Contractor at the rate of \$12,000 per annum paid upon production of the invoice monthly in arrears.

- Reviewed after 3 month pilot
- And again every 6 months forever (performance reviews)
- Aiming for \$30k within the first few years. This depends on performance targets being met.
- 4 day weeks (Mon-Thurs)
- 24 days holiday (~6 weeks)
- Education budget for anything
- Other expenses
- Away days with our team and clients (post covid)
- Working on social impact projects
- On call therapist

### SCHEDULE 3: PRO FORMA INVOICE

#### PRO FORMA INVOICE

**Name of Contractor**  
Address of Contractor  
Telephone Number:  
Mobile Number:  
**E-Mail:**

**SystemSeed Digital Services LLC**  
8 The Green,  
STE A Dover,  
DE 19901,  
United States of America

26 November 2021

Invoice No:

For Services performed under the Freelance Services Agreement

|  |                              |
|--|------------------------------|
| For the body of work during [MONTH] including <i>[insert the description of work]</i><br><br>@ [monthly] rate € <i>[insert amount]</i> ] | <i>[insert amount]</i> Euros |
| VAT or Sales Tax @ 0% (if applicable)  | 0 Euros                      |
| <b>Total due</b>   | <b>Euros</b>                 |

**VAT or Sales Tax Number:** *(insert if applicable)*

#### Bank Account Details for Payment:

Account Name: Joshua Charley  
Bank: United Bank of Africa  
Branch: Lumley  
Sort Code:  
Account No; 540720520000977  
IBAN: 010407205200009704

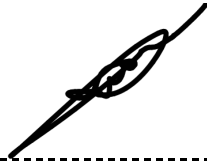
Services Freelance Contract Joshua Charley

**SIGNATURE PAGE**

Executed on or before the first date specified  
on page 1, by **Joshua Charley**

)  
)  
)  
)

Signature

  
-----  
**Contractor**

Executed on or before the first date specified  
on page 1, by **SYSTEMSEED DIGITAL  
SERVICES LLC** by **Anthony Fox-Davies**,  
director:

)  
)  
)  
)

Signature

-----  
**Director**