INDEPENDENT CONTRACTOR AGREEMENT

Effective Date as of: April 1st, 2022

This Independent Contractor Agreement for consulting/creative agency services (the “Agreement”) is made as of the Effective Date set forth above by and between EXAMPLE, INCORPORATED, a corporation (“Company”) and the Consultant /agency named above and on the signature page hereto (“Consultant /agency”).

1. Engagement of Services. Company may issue Project Assignments to Consultant /agency in the form attached to this Agreement as Exhibit A (each, a “Project Assignment”). Subject to the terms of this Agreement, Consultant /agency will render the services set forth in Project Assignment(s) accepted by Consultant /agency (the “Services”) by the completion dates set forth therein. Except as otherwise provided in the applicable Project Assignment, Consultant /agency will be free of control and direction from the Company (other than general oversight and control over the results of the Services), and will have exclusive control over the manner and means of performing the Services, including the choice of place and time. Consultant /agency will provide, at Consultant /agency’s own expense, a place of work and all equipment, tools and other materials necessary to complete the Services; however, to the extent necessary to facilitate performance of the Services,   
   Company may, in its discretion, make certain of its equipment or facilities available to Consultant /agency at Consultant /agency’s request. While on the Company’s premises, Consultant /agency agrees to comply with Company’s then-current access rules and procedures, including those related to safety, security and confidentiality. Consultant /agency agrees and acknowledges that

Consultant /agency has no expectation of privacy with respect to Company’s telecommunications, networking or information processing systems (including stored computer files, email messages and voice messages) and that Consultant /agency’s activities, including the sending or receiving of any files or messages, on or using those systems may be monitored, and the contents of such files and messages may be reviewed and disclosed, at any time, without notice.

1. Compensation. Company will pay Consultant /agency the fee set forth in each Project Assignment for Services rendered pursuant to this Agreement as Consultant /agency’s sole compensation for such Services. Consultant /agency will be reimbursed only for expenses that are expressly provided for in a Project Assignment or that have been approved in advance in writing by Company, provided Consultant /agency has furnished such documentation for authorized expenses as Company may reasonably request. Payment of Consultant /agency’s fees and expenses will be in accordance with the applicable Project Assignment. Upon termination of this Agreement for any reason, Consultant /agency will be paid fees on the basis stated in the Project Assignment(s) for work that has been completed. Unless otherwise provided in a Project Assignment, payment to Consultant /agency of undisputed fees will be due 30 days following Company’s receipt of an invoice that contains accurate records of the work performed that are sufficient to substantiate the invoiced fees.
2. Ownership of Work Product. Consultant /agency hereby irrevocably assigns to Company all right, title and interest worldwide in and to any deliverables specified in a Project Assignment and to any ideas, concepts, processes, discoveries, developments, formulae, information, materials, improvements, designs, artwork, content, software programs, other copyrightable works, and any other work product created, conceived or developed by Consultant /agency (whether alone or jointly with others) for Company during or before the term of this Agreement, including all copyrights, patents, trademarks, trade secrets, and other intellectual property rights therein (collectively, the “Work Product”). Consultant /agency retains no rights to use the Work Product and agrees not to challenge the validity of Company’s ownership of the Work Product. Consultant /agency agrees to execute, at Company’s request and expense, all documents and other instruments necessary or desirable to confirm such assignment, including without limitation, any copyright assignment or patent assignment provided by the Company. Consultant /agency hereby irrevocably appoints Company as Consultant /agency’s attorney-in-fact for the purpose of executing such documents on Consultant /agency’s behalf, which appointment is coupled with an interest. At Company’s request, Consultant /agency will promptly record any such patent assignment with the United States Patent and Trademark Office. Company will reimburse Consultant /agency for any reasonable out-of-pocket expenses actually incurred by Consultant /agency in fulfilling its obligations under this section. Consultant /agency will deliver each item of Work Product specified in each Project Assignment and disclose promptly in writing to Company all other Work Product.
3. Other Rights. If Consultant /agency has any rights, including without limitation “artist’s rights” or “moral rights,” in the Work Product that cannot be assigned, Consultant /agency hereby unconditionally and irrevocably grants to Company an exclusive (even as to Consultant /agency), worldwide, fully paid and royalty-free, irrevocable, perpetual license, with rights to sublicense through multiple tiers of sublicensees, to use, reproduce, distribute, create derivative works of, publicly perform and publicly display the Work Product in any medium or format, whether now known or later developed. In the event that Consultant /agency has any rights in the Work Product that cannot be assigned or licensed, Consultant /agency unconditionally and irrevocably waives the enforcement of such rights, and all claims and causes of action of any kind against Company or Company’s customers.
4. License to Preexisting IP. Consultant /agency agrees not to use or incorporate into Work Product any intellectual property developed by any third party or by Consultant /agency other than in the course of performing services for Company (“Preexisting IP”) unless the Preexisting IP has been specifically identified and described in the applicable Project Assignment, such as in research reports in which the sources of research are cited. In the event Consultant /agency uses or incorporates Preexisting IP into Work Product, Consultant /agency hereby grants to Company a non-exclusive, worldwide, fully-paid and royalty-free, irrevocable, perpetual license, with the right to sublicense through multiple tiers of sublicensees, to use, reproduce, distribute, create derivative works of, publicly perform and publicly display in any medium or format, whether now known or later developed, such Preexisting IP incorporated or used in Work Product.
5. Representations and Warranties. Consultant /agency represents and warrants that:

(a) the Services will be performed in a professional manner and in accordance with the industry standards and the Work Product will comply with the requirements set forth in the applicable Project Assignment, (b) the Work Product will be an original work of Consultant /agency, (c) Consultant /agency has the right and unrestricted ability to assign ownership of Work Product to Company as set forth in Section 3 (including without limitation the right to assign the ownership of any Work Product created by Consultant /agency’s employees or contractors), (d) neither the Work Product nor any element thereof will infringe upon or misappropriate any copyright, patent, trademark, trade secret, right of publicity or privacy, or any other proprietary right of any person, whether contractual, statutory or common law, (e) Consultant /agency has an unqualified right to grant to Company the license to Preexisting IP set forth in Section 5, (f) none of the Work Product incorporates any software code licensed under the GNU General Public License or Lesser General Public License or any other license that, by its terms, requires or conditions the use or distribution of such code on the disclosure, licensing, or distribution of any source code owned or licensed by Company, except as expressly agreed by the Company in writing, and (g) Consultant /agency will comply with all applicable federal, state, local and foreign laws governing self-employed individuals, including laws requiring the payment of taxes, such as income and employment taxes, and social security, disability, and other contributions. Consultant /agency further represents and warrants that Consultant /agency is self-employed in an independently established trade, occupation, or business; maintains and operates a business that is separate and independent from Company’s business; holds itself, himself or herself out to the public as independently competent and available to provide applicable services similar to the Services; has obtained and/or expects to obtain clients or customers other than Company for whom Consultant /agency performs services; and will perform work for Company that Consultant /agency understands is outside the usual course of Company’s business. Consultant /agency agrees to indemnify and hold Company harmless from any and all damages, costs, claims, expenses or other liability (including reasonable attorneys’ fees) arising from or relating to the breach or alleged breach by Consultant /agency of the representations and warranties set forth in this Section 6.

1. Independent Contractor Relationship. Consultant /agency’s relationship with Company is that of an independent contractor, and nothing in this Agreement is intended to, or should be construed to, create a partnership, joint venture, agency (other than creative services agency, overseeing development of Company creative assets) or employment relationship between Company and any of Consultant /agency’s employees or agents. Consultant /agency is not authorized to make any representation, contract or commitment on behalf of Company. Consultant /agency (if Consultant /agency is an individual) and Consultant /agency’s employees will not be entitled to any of the benefits that Company may make available to its employees, including, but not limited to, group health or life insurance, profit-sharing or retirement benefits. Because Consultant /agency is an independent contractor, Company will not withhold or make payments for social security, make unemployment insurance or disability insurance contributions, or obtain workers’ compensation insurance on behalf of Consultant /agency. Consultant /agency is solely responsible for, and will file, on a timely basis, all tax returns and payments required to be filed with, or made to, any federal, state or local tax authority with respect to the performance of Services and receipt of fees under this Agreement. Consultant /agency is solely responsible for, and must maintain adequate records of, expenses incurred in the course of performing Services under this Agreement. No part of Consultant /agency’s compensation will be subject to withholding by Company for the payment of any social security, federal, state or any other employee payroll taxes. Company will regularly report amounts paid to Consultant /agency by filing Form 1099-MISC with the Internal Revenue Service as required by law. If, notwithstanding the foregoing, Consultant /agency is reclassified as an employee of Company, or any affiliate of Company, by the U.S. Internal Revenue Service, the U.S. Department of Labor, or any other federal or state or foreign agency as the result of any administrative or judicial proceeding, Consultant /agency agrees that Consultant /agency will not, as the result of such reclassification, be entitled to or eligible for, on either a prospective or retrospective basis, any employee benefits under any plans or programs established or maintained by Company.
2. Confidential Information. During the term of this Agreement and thereafter Consultant /agency (i) will not use or permit the use of Company’s Confidential Information in any manner or for any purpose not expressly set forth in this Agreement, (ii) will hold such Confidential Information in confidence and protect it from unauthorized use and disclosure, and (iii) will not disclose such Confidential Information to any third parties except as set forth in this section and in Section 9 below. Consultant /agency will protect Company’s Confidential Information from unauthorized use, access or disclosure in the same manner as Consultant /agency protects its own confidential information of a similar nature, but in no event will it exercise less than reasonable care. Notwithstanding the foregoing or anything to the contrary in this Agreement or any other agreement between Company and Consultant /agency, nothing in this Agreement shall limit Consultant /agency’s right to report possible violations of law or regulation with any federal, state, or local government agency. “Confidential Information” as used in this Agreement means all information disclosed by Company to Consultant /agency, whether during or before the term of this Agreement, that is not generally known in the Company’s trade or industry and will include, without limitation: (a) concepts and ideas relating to the development and distribution of content in any medium or to the current, future and proposed products or services of Company or its subsidiaries or affiliates; (b) trade secrets, drawings, inventions, know-how, software programs, and software source documents; (c) information regarding plans for research, development, new service offerings or products, marketing and selling, business plans, business forecasts, budgets and unpublished financial statements, licenses and distribution arrangements, prices and costs, suppliers and customers; (d) existence of any business discussions, negotiations or agreements between the parties; and (e) any information regarding the skills and compensation of employees, contractors or other agents of Company or its subsidiaries or affiliates. Confidential Information also includes proprietary or confidential information of any third party who may disclose such information to Company or Consultant /agency in the course of Company’s business. Confidential Information does not include information that (x) is or becomes a part of the public domain through no act or omission of Consultant /agency, (y) is disclosed to Consultant /agency by a third party without restrictions on disclosure, or (z) was in Consultant /agency’s lawful possession without obligation of confidentiality prior to the disclosure and was not obtained by Consultant /agency either directly or indirectly from Company. In addition, this section will not be construed to prohibit disclosure of Confidential Information to the extent that such disclosure is required by law or valid order of a court or other governmental authority; provided, however, that Consultant /agency will first have given notice to Company and will have made a reasonable effort to obtain a protective order requiring that the Confidential Information so disclosed be used only for the purposes for which the order was issued. All Confidential Information furnished to Consultant /agency by Company is the sole and exclusive property of or its suppliers or customers. Upon request by Company, Consultant /agency agrees to promptly deliver to Company the original and any copies of the Confidential Information. Notwithstanding the foregoing nondisclosure obligations, pursuant to 18 U.S.C. Section 1833(b), Consultant /agency will not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that is made: (1) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney, and solely for the purpose of reporting or investigating a suspected violation of law; or (2) in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. Consultant /agency understand that the Company intends to set up a foundation dedicated to the public good and in order to accomplish the goals of the Company the founders, owners and other persons involved in the Company wish to remain anonymous in order to avoid distracting attention or resources form the Company’s aims. Consultant /agency agree he/she/they shall not disclose, publish or otherwise make know the identity of any of the principles, managers, owners or other persons who are involved in the Company to any third party or to any other Consultant /agency who may also be working for the Company, and that the identities of the Owners, Founders or Managers shall be considered both “confidential information” and “personal information” under the terms of this Agreement.
   1. Personal Information. With respect to any Confidential Information that constitutes personal data, personal information, personally identifiable information or similar information under applicable privacy or data security laws (collectively, “Personal Information”), Consultant /agency shall not (i) sell Personal Information or (ii) retain, use or disclose Personal Information for any purpose other than the specific purpose of providing the Services. For the avoidance of doubt, the foregoing prohibits Consultant /agency from “selling” Personal Information, as defined in the California Consumer Privacy Act of 2018 (as amended, the “CCPA”), and from retaining, using, or disclosing Personal Information outside of the direct business relationship between Consultant /agency and Company or for a “commercial purpose” (as defined in the CCPA). Consultant /agency hereby certifies that it understands the obligations under this Section 8.1 and will comply with them.
3. Consultant /agency shall use reasonable security measures appropriate to the nature of any Personal Information in its possession or control to protect the Personal Information from unauthorized access, destruction, use, modification, or disclosure.
4. The parties acknowledge and agree that Consultant /agency’s access to Personal Information is not part of the consideration exchanged by the parties in respect of the Agreement.
5. If any individual contacts Consultant /agency to make a request pertaining to their Personal Information, Consultant /agency shall promptly forward the request to the Company and shall not respond to the individual except as instructed by Company. Consultant /agency shall promptly take such actions and provide such information as Company may request to help Company fulfill requests of individuals to exercise their rights under the applicable privacy or data security laws, including, without limitation, requests to access, delete, opt-out of the sale of, or receive information about the processing of, Personal Information pertaining to them. Consultant /agency agrees to cooperate with Company to further amend the Agreement as may be necessary to address compliance with applicable privacy or data security laws.

8.2 Breach of the Confidentiality/Personal Information and Liquidated Damages. The parties understand and agree that the personal information and identity of the Owners, Founders and Managers of the Company is of paramount importance and that such disclosure may harm the goals of the Company and the future success of its endeavors in terms of its non-profit work. These damages may be difficult to quantify as they include the good-will of the Company and its various anticipated projects as well as an effect the value of any tokens on the block-chain that do not necessarily conform to traditional notions of “damages.” Therefore the parties agree that any breach of the duty to not disclose the personal information and identity of the Owners, Founders and Managers shall be subject to reasonable liquidated damages in the amount of $100,000.00 (one hundred thousand dollars).

1. Consultant /agency’s Employees, Consultant /agency and Agents. Consultant /agency shall have the right to disclose Confidential Information only to those of its employees, Consultant /agency’s, and agents who have a need to know such information for the purpose of performing Services and who have entered into a binding written agreement that is expressly for the benefit of Company and protects Company’s rights and interests in and to the Confidential Information to at least the same degree as this Agreement. Company reserves the right to refuse or limit Consultant /agency’s use of any employee, Consultant /agency or agent or to require Consultant /agency to remove any employee, Consultant /agency or agent already engaged in the performance of the Services. Company’s exercise of such right will in no way limit Consultant /agency’s obligations under this Agreement.
2. Term and Termination.
   1. Term. The initial term of this Agreement is for 1 month from the Effective Date set forth above, unless earlier terminated as provided in this Agreement. Thereafter, this Agreement will automatically renew on its monthly anniversary date, for additional 1-month terms, unless Company provides written notice prior to any such monthly anniversary date that the Agreement will not renew.
   2. Termination Without Cause. Company may terminate this Agreement with or without cause, at any time upon 5 days’ prior written notice to Consultant /agency. Consultant /agency may terminate this Agreement without cause, at any time when no Project Assignment is in effect upon 15 days’ prior written notice to Company.
   3. Termination for Cause. Either party may terminate this Agreement immediately in the event the other party has materially breached the Agreement and failed to cure such breach within 3 days after notice by the non-breaching party is given.
   4. Survival. The rights and obligations contained in Sections 3 (“Ownership of Work Product”), 4 (“Other Rights”), 5 (“License to Preexisting IP”), 6 (“Representations and Warranties”), 8 (“Confidential Information”) and 12 (“Non- solicitation”) will survive any termination or expiration of this Agreement.
3. No Conflicts. Consultant /agency will refrain from any activity and will not enter into any agreement or make any commitment, that is inconsistent or incompatible with Consultant /agency’s obligations under this Agreement, including Consultant /agency’s ability to perform the Services. Consultant /agency represents and warrants that Consultant /agency is not subject to any contract or duty that would be breached by Consultant /agency’s entering into or performing Consultant /agency’s obligations under this Agreement or that is otherwise inconsistent with this Agreement.
4. Non-solicitation. Consultant /agency agrees that during the Term of this Agreement, and for one year thereafter, Consultant /agency will not either directly or indirectly, solicit or attempt to solicit any employee, independent contractor, or Consultant /agency of Company to terminate his, her or its relationship with Company in order to become an employee, Consultant /agency, or independent contractor to or for any other person or entity, with the exception of contractors or agencies with whom the Consultant /agency has originally engaged and whose ongoing relationship originates with the Consultant /agency for the purposes of doing work for Company.
5. Successors and Assigns. Consultant /agency may not subcontract or otherwise delegate or assign this Agreement or any of its obligations under this Agreement without Company’s prior written consent. Any attempted assignment in violation of the foregoing will be null and void. Subject to the foregoing, this Agreement will be for the benefit of Company’s successors and assigns and will be binding on Consultant /agency’s assignees.
6. Notices. Any notice required or permitted by this Agreement will be in writing and will be delivered as follows with notice deemed given as indicated: (i) by personal delivery when delivered personally; (ii) by overnight courier upon written verification of receipt; (iii) by telecopy or facsimile transmission upon acknowledgment of receipt of electronic transmission; or (iv) by certified or registered mail, return receipt requested, upon verification of receipt. Notice will be sent to the addresses set forth below or such other address as either party may specify in writing.
7. Governing Law/Attorney’s Fees/Damages. This Agreement will be governed in all respects by the laws of the United States of America and by the laws of the State of Washington with jurisdiction in King County, without giving effect to any conflicts of laws principles that require the application of the law of a different jurisdiction. Each of the parties irrevocably consents to the exclusive personal jurisdiction of the federal and state courts located in King County, Washington, as applicable, for any matter arising out of or relating to this Agreement, except that in actions seeking to enforce any order or any judgment of such federal or state courts located in King County, Washington, such personal jurisdiction will be nonexclusive. If a proceeding is commenced to resolve any dispute that arises between the parties with respect to the matters covered by this Agreement, the prevailing party in such proceeding will be entitled to receive its reasonable attorneys’ fees, expert witness fees and out‑of‑pocket costs incurred in connection with such proceeding, in addition to any other relief to which such prevailing party may be entitled. If a proceeding is instigated due to a breach of the non-disclosure of confidential or personal information as outlined in Section 8, then the Company shall be entitled to the liquidated damages as agreed by the parties upon a showing of such breach. In all other matters involving breach of the agreement the parties shall retain their rights to demonstrate actual damages for recompense.
8. Severability. Should any provisions of this Agreement be held by a court of law to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remaining provisions of this Agreement will not be affected or impaired thereby.
9. Waiver. The waiver by Company of a breach of any provision of this Agreement by Consultant /agency will not operate or be construed as a waiver of any other or subsequent breach by Consultant /agency. Injunctive Relief for Breach. Consultant /agency’s obligations under this Agreement are of a unique character that gives them particular value; and, in the event of such breach, Company will be entitled to injunctive relief and/or a decree for specific performance, and such other and further relief as may be proper (including monetary damages if appropriate).

18. Entire Agreement. This Agreement may be signed concurrently with a Simple Agreement for Future Tokens, which agreements constitute the entire understanding between the parties relating to this subject matter and which supersede all prior or contemporaneous oral or written agreements concerning such subject matter. The terms of this Agreement will govern all services undertaken by Consultant /agency for Company; provided, however, that in the event of any conflict between the terms of this Agreement and any Project Assignment, the terms of the applicable Project Assignment will control, provided that the Project Assignment specifically calls out the applicable Section number of this Agreement to be superseded and has been signed by an authorized officer of Company. This Agreement may only be changed or amended by mutual agreement of authorized representatives of the parties in writing. This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, Uniform Electronic Transactions Act or other applicable law) or other transmission method and any counterpart so delivered will be deemed to have been duly and validly delivered and be valid and effective for all purposes.

The parties have executed this Agreement as of the Effective Date.

COMPANY: EXAMPLE, INCORPORATED

By:

Authority Approved by EXAMPLE, INCORPORATED

LAWYER

STREET ADDRESS,

CITY, STATE ZIP CODE

INDEPENDENT CONTRACTOR

CONSULTANT /AGENCY:

By:

Email:

For copyright registration purposes only, Independent Contractor must provide the following information:

Date of Birth:

Nationality or domicile:\_

EXHIBIT “A”

INDEPENDENT CONTRACTOR:

PROJECT:

Consultant /agency will render the following research services as instructed by the Company:

Fees and Reimbursement

1. Cash Blended Rate Fee: $600 per hour.
2. Maximum chargeable by Consultant /agency/Agency per month is $175,000.
3. Any additional scope or hours per month must be approved by Company in advance of incurring and may be approved by email confirmation.
4. Consultant /agency will be reimbursed for third party expenses (at cost) if approved in writing in advance by Company.
5. Consultant /agency will invoice Company monthly for services and expenses and will provide such reasonable receipts or other documentation of expenses as Company might request, including copies of time records.
6. Payment terms: Company will be invoiced on the first day of each month for services rendered and expenses incurred during the previous month.
7. Payment: The parties may have executed, concurrently with this Agreement, a separate Agreement to Grant Restricted Token Units, in which Consultant agrees to receive a portion of the fees to be paid in Tokens issued by the Foundation.