

TRUELOGIC SOFTWARE, LLC.

INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contractor Agreement (the "Agreement") is entered into as of today (the "Effective Date") by and between an individual (the "Contractor"), and Truelogic Software, LLC, a Florida Limited Liability Company (the "Company," and together with the Contractor, the "Parties").

RECITALS

WHEREAS, the Company wishes to engage the Contractor as an independent contractor for the Company for the purpose of completing certain specified tasks on the terms and conditions set forth below; and

WHEREAS, the Contractor wishes to provide the Services (as defined below) in accordance with the terms of this Agreement; and

WHEREAS, each Party is duly authorized and capable of entering into this Agreement.

NOW THEREFORE, in consideration of the above recitals and the mutual promises and benefits contained herein, the Parties hereby agree as follows:

1. RESPONSIBILITIES.

- a. Of the Contractor. The Contractor agrees to do each of the following:
 - i. Perform the software development services attached hereto and made a part hereof (collectively, the "Services").
 - ii. Devote as much productive time, energy, and ability to the performance of its duties hereunder as may be necessary to provide the required Services in a timely and productive manner.
 - iii. Perform the Services in a safe, good, and workmanlike manner by fully-trained, skilled, competent, and experienced personnel using at all times adequate equipment in good working order.
 - iv. Communicate with the Company regarding progress the Contractor has made in performing the Services.
 - v. Supply all tools, equipment, and supplies required to perform the work under this Agreement, except to the extent that the Contractor's work must be performed on or with the Company's equipment.
 - vi. Ensure that all materials and equipment furnished to its personnel is of good and merchantable quality, unless otherwise agreed by the Company.
 - vii. Provide services (including the Services) and end products that are satisfactory and acceptable to the Company and free of defects.
 - viii. Remove, replace, or correct all or any portion of the work or end products found defective or unsuitable, without additional cost or risk to the Company.
- b. Of the Company. The Company agrees to do each of the following:
 - i. Engage the Contractor as an independent contractor to perform various software development services.
 - ii. Provide relevant information to assist the Contractor with the performance of the Services.
 - iii. Satisfy all of the Contractor's reasonable requests for assistance in its performance of the Services.

2. NATURE OF RELATIONSHIP.

- a. Independent Contractor Status. The Contractor agrees to perform the Services hereunder solely as an independent contractor. The Parties agree that nothing in this Agreement shall be construed as creating a joint venture, partnership, franchise, agency, employer/employee, or similar relationship between the Parties, or as authorizing either Party to act as the agent of the other. The Contractor is and will remain an independent contractor in its relationship to the Company. The Company shall not be responsible for withholding taxes with respect to the Contractor's compensation hereunder. The Contractor shall have no claim against the

Company hereunder or otherwise for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind. Nothing in this Agreement shall create any obligation between either Party and a third party.

- b. Indemnification of Company by Contractor. The Company has entered into this Agreement in reliance on information provided by the Contractor, including the Contractor's express representation that it is an independent contractor and in compliance with all applicable laws related to work as an independent contractor. If any regulatory body or court of competent jurisdiction finds that the Contractor is not an independent contractor and/or is not in compliance with applicable laws related to work as an independent contractor, based on the Contractor's own actions, the Contractor shall assume full responsibility and liability for all taxes, assessments, and penalties imposed against the Contractor and/or the Company resulting from such contrary interpretation, including but not limited to taxes, assessments, and penalties that would have been deducted from the Contractor's earnings had the Contractor been on the Company's payroll and employed as an employee of the Company.

3. CONFIDENTIAL INFORMATION.

The Contractor agrees, during the Term and thereafter, to hold in strictest confidence, and not to use, except for the benefit of the Company, or to disclose to any person, firm, or corporation without the prior written authorization of the Company, any Confidential Information of the Company. "Confidential Information" means any of the Company's proprietary information, technical data, trade secrets, or know-how, including, but not limited to, research, product plans, products, services, customer lists, markets, software, developments, inventions, processes, formulas, technology, designs, drawings, engineering, hardware configuration information, marketing, finances, or other business information disclosed to the Contractor by the Company, either directly or indirectly. The Contractor may use the Confidential Information to the extent necessary for negotiations, discussions, and consultations with Company personnel or authorized representatives or for any other purpose the Company may hereafter authorize in writing.

4. REPRESENTATIONS AND WARRANTIES.

- a. The Parties each represent and warrant as follows:
 - i. Each Party has full power, authority, and right to perform its obligations under the Agreement.
 - ii. This Agreement is a legal, valid, and binding obligation of each Party, enforceable against it in accordance with its terms (except as may be limited by bankruptcy, insolvency, moratorium, or similar laws affecting creditors' rights generally and equitable remedies).
 - iii. Entering into this Agreement will not violate the charter or bylaws of either Party or any material contract to which that Party is also a party.
- b. The Contractor hereby represents and warrants as follows:
 - i. The Contractor has the sole right to control and direct the means, details, manner, and method by which the Services required by this Agreement will be performed.
 - ii. The Services shall be performed in accordance with standards prevailing in the Company's industry, and shall further be performed in accordance with and shall not violate any applicable laws, rules, or regulations, and the Contractor shall obtain all permits or permissions required to comply with such standards, laws, rules, or regulations.
 - iii. The Services required by this Agreement shall be performed by the Contractor or the Contractor's staff, and the Company shall not be required to hire, supervise, or pay any assistants to help the Contractor perform such services.
 - iv. The Contractor is responsible for paying all ordinary and necessary expenses of its staff.
 - v. The Contractor is responsible for providing insurance coverage for itself and its staff.
- c. The Company hereby represents and warrants as follows:
 - i. The Company will make timely payments of amounts earned by the Contractor under this Agreement.

- ii. The Company shall notify the Contractor of any changes to its procedures affecting the Contractor's obligations under this Agreement at least 5 days prior to implementing such changes.
- iii. The Company shall provide such other assistance to the Contractor as it deems reasonable and appropriate.

5. COMPENSATION.

- a. Terms and Conditions. The Company shall pay the Contractor in accordance with the terms and conditions that will be defined in the Statement of Work (SOW).
- b. No Payments in Certain Circumstances. Notwithstanding the foregoing, no payment shall be payable to the Contractor under any of the following circumstances:
 - i. if prohibited under applicable government law, regulation, or policy;
 - ii. if the Contractor did not directly perform or complete the Services;
 - iii. if the Contractor did not perform the Services to the reasonable satisfaction of the Company; or
 - iv. if the Services performed occurred after the expiration or termination of the Term of this Agreement, unless otherwise agreed in writing.
- c. No Other Compensation. The compensation set out above shall be the Contractor's sole compensation under this Agreement.
- d. Expenses. Any expenses incurred by the Contractor in the performance of this Agreement shall be the Contractor's sole responsibility.
- e. Taxes. The Contractor is solely responsible for the payment of all income, social security, employment-related, or other taxes incurred as a result of the performance of the Services by the Contractor under this Agreement and for all obligations, reports, and timely notifications relating to such taxes. The Company shall have no obligation to pay or withhold any sums for such taxes.

6. REPORTING.

The Contractor shall be required to report to the Project Manager (contact information will be provided before Project's Kick Off), or such other officer or employee as may be designated by the Company. The Contractor shall provide a weekly summary report in the form of an email to the Company on its progress.

7. WORK FOR HIRE.

The Contractor expressly acknowledges and agrees that any work prepared by the Contractor under this Agreement shall be considered "work for hire" and the exclusive property of the Company unless otherwise specified. To the extent such work may not be deemed a "work for hire" under applicable law, the Contractor hereby assigns to the Company all of its right, title, and interest in and to such work. The Contractor shall execute and deliver to the Company any instruments of transfer and take such other action that the Company may reasonably request, including, without limitation, executing and filing, at the Company's expense, copyright applications, assignments, and other documents required for the protection of the Company's rights to such materials.

8. NO CONFLICT OF INTEREST; OTHER ACTIVITIES.

The Contractor hereby warrants to the Company that, to the best of its knowledge, it is not currently obliged under an existing contract or other duty that conflicts with or is inconsistent with this Agreement. During the Term (as defined below), the Contractor is free to engage in other independent contracting activities; provided, however, the Contractor shall not accept work, enter into contracts, or accept obligations inconsistent or incompatible with the Contractor's obligations or the scope of Services to be rendered for the Company pursuant to this Agreement.

9. TERM.

This Agreement shall become effective as of the Effective Date and, unless otherwise terminated in accordance with the provisions of Section 10 of this Agreement, will continue until the Services have been satisfactorily completed and the Contractor has been paid in full for such Services (the "Term"); provided, however, that in no event shall this Agreement remain effective for longer than twelve (12)

months.

10. TERMINATION.

This Agreement may be terminated:

- a. By Company at any time and without prior notice with or without cause.
- b. By either Party for a material breach of any provision of this Agreement by the other Party, if the other Party's material breach is not cured within five (5) days of receipt of written notice thereof.
- c. By the Company at any time and without prior notice, if the Contractor is convicted of any crime or offense, fails or refuses to comply with the written policies or reasonable directives of the Company, or is guilty of serious misconduct in connection with performance under this Agreement.
- d. By Contractor on provision of thirty (30) days written notice to the Company, with or without cause.

Following the termination of this Agreement for any reason, the Company shall promptly pay the Contractor according to the terms defined in the Statement of Work (SOW) for Services rendered before the effective date of the termination. The Contractor acknowledges and agrees that no other compensation, of any nature or type, shall be payable hereunder following the termination of this Agreement.

11. RETURN OF PROPERTY

Within five days of the termination of this Agreement, whether by expiration or otherwise, the Contractor agrees to return to the Company all Company products, samples, models, or other property and all documents, retaining no copies or notes, relating to the Company's business including, but not limited to, reports, abstracts, lists, correspondence, information, computer files, computer disks, and all other materials and all copies of such material obtained by the Contractor during and in connection with its representation of the Company. All files, records, documents, blueprints, specifications, information, letters, notes, media lists, original artwork/creative, notebooks, and similar items relating to the Company's business, whether prepared by the Contractor or otherwise coming into its possession, shall remain the Company's exclusive property.

12. INDEMNIFICATION.

- a. Of Company by Contractor. The Contractor shall indemnify, hold harmless and (at Indemnatee's option) defend Company and Affiliates, and each of their employees, officers, directors, trustees, contractors, representatives, agents, insurers, attorneys, and assigns (the "Indemnitees") for, from and against any and all claims, causes of action, damages (including, without limitation, injunction and other relief), fines, judgments, penalties, costs, liabilities, losses or expenses (including, without limitation, experts' and consultants' costs, attorneys' fees and reasonable investigative and discovery costs), whether or not successful, arising prior to, during, or after the term of this Agreement on account of, in connection with, or directly or indirectly related to: (1) the acts or omissions of Contractor or Contractor's Agents in the performance of the Agreement; (2) the violation of law by Contractor or Contractor's Agents; (3) Contractor's breach of any representation or warranty hereunder; and (4) the use, reproduction, distribution, sale or other commercialization or exploitation of Services or Products in violation of rights under any patent, copyright, trademark, or other intellectual property right or application for the same. Contractor's obligations with respect to indemnification hereunder shall remain effective, notwithstanding the expiration or earlier termination of the Agreement, as to claims arising or accruing prior to the expiration or termination of the Agreement.
- b. Of Contractor by Company. The Company shall indemnify and hold harmless the Contractor from and against all Claims that it may suffer from or incur and that arise or result primarily from (i) the Company's operation of its business, (ii) the Company's breach or alleged breach of, or its failure or alleged failure to perform under, any agreement to which it is a party, or (iii) the Company's breach of any of its obligations, agreements, or duties under this Agreement;

provided, however, none of the foregoing result from or arise out of the actions or inactions of the Contractor.

13. NON-SOLICITATION OF EMPLOYEES.

Contractor agrees not to directly or indirectly solicit employees of the Company during and for three years after the termination of this Agreement or any extension thereof, solicit, offer or in any way encourage the Key Personnel to leave Company to work for the soliciting, offering or encouraging party. The Company has incurred considerable expense in training and engaging their employees. If Contractor, during the term of this Agreement or within three years of the termination or expiry of this Agreement, hire as a direct or indirect consultant or employee, in any capacity a Company's employee, Contractor shall pay the Company liquidated damages of US\$100,000 for each occurrence. The parties agree that said amount is a reasonable estimate of the costs and expenses that provider will have incurred as a result of recruiting, training and transporting such a person.

14. NON-COMPETE AND NON-SOLICITATION OF CUSTOMERS.

- a. Contractor covenant and agree that during the term of this Agreement with the Company and for two (2) years after the termination thereof, regardless of the reason for the contract termination, Contractor will not, directly or indirectly, solicit or attempt to solicit any business from any of the Company's Customers, Customer Prospects, or Vendors. Contractor understands and accepts that the fees paid by Company contemplates this limitation.
- b. Contractor covenant and agree that, during the term of this Agreement with the Company and for two (2) years after the termination thereof, regardless of the reason for the Agreement termination, Contractor will not, directly or indirectly, anywhere in the Territory perform the same or substantially the same Job Duties to any of the Company's Customers, Customer Prospects, or Vendors.

15. WARRANTY OF NON-INFRINGEMENT.

Contractor warrants that the Services and Deliverables will not infringe or misappropriate any copyrights, patents, trade secrets or other intellectual property rights of third parties and Company will acquire good and marketable title to the Deliverables, and that all Deliverables will be free and clear of all liens, claims, encumbrances and other restrictions.

16. USE OF TRADEMARKS.

The Contractor recognizes the Company's right, title, and interest in and to all service marks, trademarks, and trade names used by the Company and agrees not to engage in any activities or commit any acts, directly or indirectly, that may contest, dispute, or otherwise impair the Company's right, title, and interest therein, nor shall the Contractor cause diminishment of value of said trademarks or trade names through any act or representation. The Contractor shall not apply for, acquire, or claim any right, title, or interest in or to any such service marks, trademarks, or trade names, or others that may be confusingly similar to any of them, through advertising or otherwise. Effective as of the termination of this Agreement, whether by expiration or otherwise, the Contractor shall cease to use all of the Company's trademarks, marks, and trade names.

17. MODIFICATION.

No amendment, change, or modification of this Agreement, including any SOW(s) shall be valid unless in writing and signed by both Parties.

18. ASSIGNMENT.

The Company may assign this Agreement freely, in whole or in part. The Contractor may not, without the written consent of the Company, assign, subcontract, or delegate its obligations under this Agreement, except that the Contractor may transfer the right to receive any amounts that may be payable to it for its Services under this Agreement, which transfer will be effective only after receipt by

the Company of written notice of such assignment or transfer.

19. SUCCESSORS AND ASSIGNS.

All references in this Agreement to the Parties shall be deemed to include, as applicable, a reference to their respective successors and assigns. The provisions of this Agreement shall be binding on and shall inure to the benefit of the successors and assigns of the Parties.

20. FORCE MAJEURE.

A Party shall not be considered in breach of or in default under this Agreement on account of, and shall not be liable to the other Party for, any delay or failure to perform its obligations hereunder by reason of fire, earthquake, flood, explosion, strike, riot, war, terrorism, or similar event beyond that Party's reasonable control (each a "Force Majeure Event"); provided, however, if a Force Majeure Event occurs, the affected Party shall, as soon as practicable:

- a. notify the other Party of the Force Majeure Event and its impact on performance under this Agreement; and
- b. use reasonable efforts to resolve any issues resulting from the Force Majeure Event and perform its obligations hereunder.

21. NO IMPLIED WAIVER.

The failure of either Party to insist on strict performance of any covenant or obligation under this Agreement, regardless of the length of time for which such failure continues, shall not be deemed a waiver of such Party's right to demand strict compliance in the future. No consent or waiver, express or implied, to or of any breach or default in the performance of any obligation under this Agreement shall constitute a consent or waiver to or of any other breach or default in the performance of the same or any other obligation.

22. NOTICE.

Any notice or other communication provided for herein or given hereunder to a Party hereto shall be in writing and shall be given in person, by overnight courier, by email, or by mail (registered or certified mail, postage prepaid, return-receipt requested) to the respective Parties.

23. GOVERNING LAW.

This Agreement shall be governed by the laws of the state of California. In the event that litigation results from or arises out of this Agreement or the performance thereof, the Parties agree to reimburse the prevailing Party's reasonable attorneys' fees, court costs, and all other expenses, whether or not taxable by the court as costs, in addition to any other relief to which the prevailing Party may be entitled.

24. COUNTERPARTS/ELECTRONIC SIGNATURES.

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument. For purposes of this Agreement, use of a facsimile, e-mail, or other electronic medium shall have the same force and effect as an original signature.

25. SEVERABILITY.

Whenever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be invalid, illegal, or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other provision or any other jurisdiction, but this Agreement will be reformed, construed, and enforced in such jurisdiction as if such invalid, illegal, or unenforceable provisions had never been contained herein.

26. ENTIRE AGREEMENT.

This Agreement, constitutes the final, complete, and exclusive statement of the agreement of the Parties with respect to the subject matter hereof, and supersedes any and all other prior and contemporaneous agreements and understandings, both written and oral, between the Parties.

27. HEADINGS.

Headings used in this Agreement are provided for convenience only and shall not be used to construe meaning or intent.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

TRUELOGIC SOFTWARE LLC
("The Company")

The Contractor

By: 

Marcelo Tribuj (Dec 6, 2017)

Authorized Signature
Name: Marcelo Tribuj

Title: CEO

Date: Dec 6, 2017

By: _____

Authorized Signature
Name: _____

Title: _____

Date: _____


STATEMENT OF WORK ("SOW N°1")
to the
INDEPENDENT CONTRACTOR AGREEMENT

1. Scope of Work.

2. Fees & Payments.

3. Term.

TRUELOGIC SOFTWARE LLC
("The Company")

By: 
Marcelo Tribuj (Dec 6, 2017)
Authorized Signature

Name: Marcelo Tribuj

Title: CEO

Date: Dec 6, 2017

The Contractor

By: _____
Authorized Signature

Name: _____

Title: _____

Date: _____

Signature: 
Juan Carlos Cancela (Dec 7, 2017)

Email: cancela.juancarlos@gmail.com