Contractor Agreement

This Contractor Agreement (the "Agreement") is made effective as of 11/01/2021 between Riafox, Inc. ("Riafox") of 1740 E. FAIRVIEW AVENUE # 1019 MERIDIAN, ID 83642 and Bai Beng ("Contractor")

In consideration of the following clauses contained herein, Riafox and Contractor agree as follows:
The term "Business Partner" is used in lieu of customer or client to reference any entity or individual engaged in purchasing and or receiving services from Riafox.

Section 1: Engagement

Riafox hereby engages the Contractor to:
- Develop robust, and user focused web applications or components
- Collaborate with the project, design, and QA teams to ensure projects are completed on time and on budget
- Participate in logic and technical requirements gathering, peer code reviews, unit testing, and documentation of code developed.
- Engage in agile development teams, including interacting with business analysts to come up with well performing and scalable solutions.
- Contribute to R&D efforts to drive cutting-edge innovation within the company
- Research and promote relevant new web and mobile technologies and push them forward within the organization.

Section 2: Compensation

Category	Definition
Epics:	A collection of identified source records (units of work) required to reach a solution. Epic's are broken down into Stories

Category	Definition
Sprints:	A defined window of time (2 weeks) beginning on Thursday and Ending on Wednesday where the team focuses on completing a collection of Sub-tasks within Stories gathered from the backlog of the current Epic. It is important to note a Sprint may not begin until all requirements of the Epic have been answered. A Story may span multiple sprints. Sub-tasks when efforted properly must be completed within the sprint. Sprints don't wait for all the effort to be complete they start and end on schedule
Story:	A single source of record defining how a single feature is supposed to work. While Stories are efforted out under the point system, Story points are not utilized as the basis for compensation to eliminate duplicity.
Sub-tasks:	Sub-tasks are used to identify in greater detail all that needs to happen, and how much effort will it require, in order to accomplish "done status" for the Story. A Sub-task can have many types, and it is at the Subtask level where points are equated into compensation

In full consideration for the performance of the services hereunder, and for any rights granted or relinquished by the Contractor under this Agreement, Riafox will compensate Contractor per Sub-task point based on Riafox's established effort based point system. While Stories are efforted out under the point system, Story points are not utilized as the basis for compensation to eliminate duplicity. There will be two classification of points; App Points will be based on the customization of new product or application sized projects and Web Points that will be based on website related adjustments or build outs. This allows for a more finite calculation of points for smaller tasks associated with website projects. Each task will be tagged accordingly to distinguish between the Point values. Riafox will pay the following based on point classification:

- App Point Value: $30
- Web Point Value: $15

The structure of Riafox projects can be broken down into four major categories as outlined below:

Payment: Contractor Payments are made on the 2nd and 4th Friday of the month for those tasks Pushed to Stage and beyond. The cutoff for these payment will be the Sunday prior to the pay date. If a pay date falls on a Holiday, payment will be made on an earlier day.

International Contractors: PayPal and TransferWise are other forms of payment Riafox can use to send payment to contractors outside of the United States. Wire fees will be the contractors responsibility to pay if any apply during the transaction. Please see the links for approved PayPal countries: https://www.paypal.com/ga/webapps/mpp/ua/residence-full

Direct Deposit is available. If you would like us to deposit payment directly to your bank account please provide us with the appropriate account and routing numbers. If you are international and want to use TransferWise also add the SWIFT Code. If you would like to use PayPal, please enter your email address associated with PayPal.

Bank Name:
Account Number:
Routing Number:
SWIFT Code
PayPal Email

Accounting: Riafox shall maintain records in sufficient detail for purposes of determining the compensated amount.   Riafox shall provide to Contractor a written accounting that sets forth the manner in which payments were calculated.

Right to Inspect: Contractor shall have the right to inspect Riafox's records for the limited purpose of verifying the calculation of the commission payments, subject to such restrictions as Riafox may reasonably impose to protect the confidentiality of the records. Such inspections shall be made during reasonable business hours as set by Riafox.

Section 3: Independent Contractor Relationship

Please note, work will be assigned to you when a Project Manager (PM) or Executive Team Member of Riafox reaches out to you viva email or slack. *Do not expect work to be

sent to you once contracts are signed. Contract work with Riafox is variable and may change depending on projects.

1. The Contractor agrees to perform the services hereunder solely as an Independent Contractor. The parties to this Agreement recognize that this Agreement does not create any actual or apparent agency, partnership, franchise, or relationship of employer and employee between the parties.
2. The Contractor is not authorized to enter into or commit the Company to any agreements, and the Contractor shall not represent itself as the agent or legal representative of the Company without written form of approval on time and pricing from an administrative representative of the Company.
3. Contractor shall be responsible for providing all tools and materials required for performance of the tasks agreed to.
4. The Contractor shall not be entitled to any remuneration, benefits, or expenses other than as specifically provided for in this Agreement.
5. The Company shall not be liable for taxes, Worker's Compensation, unemployment insurance, employer's liability, employer's FICA, Social Security, withholding tax, or other taxes or withholding for or on behalf of the Contractor or any other person consulted or employed by the Contractor in performing services under this Agreement. All such costs shall be Contractor's responsibility, and Contractor expressly warrants to Company that Contractor shall pay any and all such taxes due and shall hold Company fully harmless and indemnified as to same.

Section 4: Proprietary Rights

The Contractor acknowledges that it has no right to or interest in its work or product resulting from the services performed hereunder, or any of the documents, reports or other materials created by the Contractor in connection with such services, nor any right to interest in any copyright therein. The Contractor acknowledges that the services and the products therefore have been specifically commissioned or ordered by Riafox as "works made for-hire" as that term is used in the Copyright Law of the United States, and that the Company, or its original authors by default maintain ownership of all copyrights in and to such materials.

Section 5: Confidentiality & Unauthorized Disclosure of Information:

Contractor recognizes that Riafox has and will have information regarding the following:

Inventions		Customer Lists	
Products		Prices and Pricing	
Product design		Costs	
Technical Matters		Business Affairs	
Trade Secrets		Future Plans	
Copyrights			

In addition to other vital information items (collectively, "Information") which are valuable, special, and unique assets of Riafox or its Clients. Contractor agrees that Contractor will not at any time or in any manner, either directly or indirectly, divulge, disclose, or communicate any information to any third party without the prior written consent of Riafox. Contractor will protect the information and treat it as strictly confidential. A violation by Contractor of this paragraph shall be a material violation of this Agreement and will justify legal and/or equitable relief.

As a contractor you agree to take all reasonable measures to protect (a) patient information of any type (including, without limitation, ePHI); (b) sensitive employee information; and (c) sensitive business information. These confidentiality agreements will be secured and maintained by either the Security Administrator or the person designated to maintain employee files.

If it appears that Contractor has disclosed (or has threatened to disclose) information in violation of this Agreement, Riafox shall be entitled to an injunction to restrain Contractor from disclosing, in whole or in part, such information, or from providing any services to any party to whom such information has been disclosed or may be disclosed. Riafox shall not be prohibited by this provision from pursuing other remedies, including a claim for losses and damages.

The confidentiality provisions of this agreement shall remain in full force and effect for a period of 2 years after the termination of the Agreement.

Contractor agrees to be bound by the following agreements issued under separate cover:
- ☑ Proprietary Inventions Agreement
- ☑ Acceptable Usage Policy
- ☑ W-9/W-8 Form

☑ • This Contract

Section 6: Terms and Termination

The terms of this Agreement shall commence on the date hereof and shall continue until the Contractor satisfactorily completes performance of the services described herein or until terminated under the terms hereof. This Agreement may be terminated by either party upon written notice for any reason. Upon termination by either party, Contractor shall provide to Riafox any and all copies, in whole or in part, of the materials related to Riafox, or its Business Partners including information provided to Contractor by any party in connection with this Agreement.

Section 7: General Terms

This Agreement shall be governed and construed in accordance with the laws of the State of Idaho applicable to contracts made and fully performed therein.

Section 8: Security & Access

For development related projects, Riafox will be providing a VPN configuration file. WireGuard will need to installed on your computer.

Section 9: Notices

Any notices to either party under this Agreement shall be in writing and delivered by hand or sent by nationally recognized messenger service, or by registered or certified mail, return receipt requested, to the address set forth below or to such other address as that party may hereafter designate by notice. The waiver by either party of a breach or violation of any provision of this Agreement shall not constitute a waiver of any subsequent or other breach or violation.

Riafox	Contractor
Riafox, Inc. 1740 E. Fairview Ave #1019 Meridian, ID 83642	Bai Beng Tiexi, Beierlu Shenyang BI 110021 China 15604024346

Section 11: Entire Agreement

This Agreement represents the entire Agreement between the parties. This Agreement shall be signed by Ben Whitaker, President of Riafox, Inc. and by BaiBeng in an individual capacity. The Agreement may not be amended, changed, or supplemented in any way except by written Agreement signed by both parties. This agreement is effective as of the date first written above.

BaiBeng

Dated: 11 / 02 / 2021

LindaStefani

Dated:
       11 / 01 / 2021

Bai Feng

Linda Stefani

Signature Certificate

Document signed by:

	Linda Stefani	
	Verified E-mail: linda@riafox.com	*Linda Stefani*
	IP: 135.134.176.138	Date: 01 Nov 2021 20:17:45 UTC

	Bai Feng	
	Verified E-mail: baifeng1991321@gmail.com	*Bai Feng*
	IP: 209.95.60.92	Date: 02 Nov 2021 09:13:38 UTC

Document completed by all parties on:

02 Nov 2021 09:13:38 UTC