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| <b>Inspectforless Ltd. Independent Contractor Agreement REV 3.2</b> |
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Inspectforless, Ltd, a Mauritius limited liability company ("IFL", "Inspectforless" or "Inspectforless.com"), Reg: BRNC20171152 and you ("Contractor"), for the consideration herein provided, the receipt and sufficiency of which are hereby acknowledged, state and agree as follows:

**1. Effective Date.** This Independent Contractor Agreement (the "Agreement") shall commence upon written approval of the Contractor by IFL in its sole discretion (hereinafter referred to as "Effective Date").

**2. Description of Work.** IFL and Contractor agree that Contractor shall perform the following work in accordance with this Agreement: From time-to-time, at the sole discretion of IFL, Contractor might be offered temporary and discrete work assignments from IFL. Examples include, but are not limited to, photography services, inspection services, and others.

**2.1 Acceptance of Assignments.** Contractor may accept or not accept any offered assignment. The procedure for accepting an offered assignment is as specified on Inspectforless.com in effect at the time the assignment was offered, or by other means provided by IFL, which may from time-to-time be modified without notice. IFL may offer assignments concurrently to others on a first to claim it gets it basis, or on any other basis IFL deems appropriate. IFL may re-assign the work to another contractor after acceptance by Contractor if Contractor fails to process the assignment in an accurate and timely manner. IFL is under no obligation to offer any assignments, or any particular number of assignments, to Contractor, just as Contractor is under no obligation to accept any assignments, or any particular number of assignments.

**3. Independent Contractor.** By executing this Agreement, Contractor acknowledges, understands and agrees that he/she is an independent contractor, and that nothing in this Agreement shall be deemed to make Contractor an employee, servant, agent, partner, or part of a joint venture with IFL, its parent or affiliates, or, of any customer of IFL. Contractor may perform work for others at any time without any limitation from IFL, except as otherwise provided in this Agreement. Contractor has no authority to enter into contracts on behalf of IFL. IFL is not responsible for withholding, and shall not withhold anything from any payments to Contractor who will be paid for his/her services on presentation of an invoice. Neither Contractor nor its employees or subcontractors shall be entitled to receive any benefits which employees of IFL are entitled to receive and shall not be entitled to any of the following non-exhaustive employment benefits provided to IFL employees -, medical insurance, life insurance, paid vacations, paid sick leave, paid holidays, retirement benefits, profit sharing, or any other benefit whatsoever.

**3.1 Methods of Performing Assignments.** Subject to the conditions in this Agreement, including paragraph 4 and its sub-parts below, Contractor will solely be responsible for determining the method, means, personnel, strategies, work apparel, equipment to be used (not provided by IFL), and must at all times be in possession of the minimum Personal Protection Equipment, namely a hard hat, steel toe shoes, overalls (e.g. for frozen product inspections) and goggles. Contractor is strictly prohibited from carrying any weapons on his/her person or in his/her vehicle at any time while using the IFL app or on assignment for IFL) and all other details associated with the performance of the above described services. During the course of performing a IFL assignment, Contractor is expected to adhere to industry service and professionalism standards, including timeliness, (being on site on the agreed time or earlier in order to clear security and reception for example) dressing and grooming him or herself in a manner that conveys professionalism and by practicing good personal hygiene. Contractor is expected to upload his inspection report immediately or as soon as possible after completion of the job.

**3.2 Brand.** IFL refers to its Contractors as Inspectors or a singular Contractor as an Inspector. Contractor agrees to participate and cooperate with IFL in such branding if required. Unless otherwise directed by IFL in writing, when performing an assignment, (unless Contractor is an inspection Company, branded as such) Contractor shall always use an identification badge that identifies himself or herself, as an independently contracted representative.

**3.3 Weapons, drugs, alcohol.** Contractor is strictly prohibited from carrying any weapons on his/her person or in his/her vehicle at any time while using the IFL app or on assignment for IFL. Contractor is strictly prohibited to be under the influence of alcohol or recreational drugs or heavy medication on assignment. Contractor may be requested by the site representative to undergo a breathalyser or drug test, and may be refused entry to the inspection site.

**4. Time of the Essence.** The time frames for Contractor to complete each assignment will be provided on the Contractor's dashboard on IFL's website, or by such other means as IFL might utilize. Contractor understands that time is of the essence in all assignments and that a IFL customer is relying upon Contractor to perform the assignment in a timely manner, accurately, and completely, and that IFL's customer may be making important decisions based upon Contractor's report. Contractor shall make a diligent effort to process all assignments as quickly as possible, and before the deadline (if any), if reasonably possible.

**4.1 Accessibility of Contractor.** During any period in which Contractor has active but uncompleted assignments, Contractor must be readily accessible to IFL by voice or text message via the IFL App at least between 8 a.m. and 9 p.m. in Contractor's time zone, and at all times while actively performing an assignment for IFL. Contractor agrees to respond to all communications from IFL in a timely and expeditious manner. Nothing in this provision prohibits Contractor from completing work for any other business entity during these periods of time, IFL only seeks clear lines of communication with Contractor during the pendency of an assignment.

**4.2 Consent to Release Name.** Some IFL customers request that they be provided with the name and contact information of the Contractor that handles their order, to which Contractor hereby consents.

**4.3 Consent to Record Phone Calls.** Contractor understand that IFL will record all incoming and outgoing calls to/from IFL for specific business purposes. This includes all calls made to and from Contractor. Contractor hereby consents and agrees to having Contract's phone calls to/from IFL recorded.

**4.4 Entry on Private Property.** While on an IFL work assignment, Contractor may enter private or business property only upon the request of IFL and with the consent of the owner or tenant. Contractor shall be responsible for obtaining, confirming, and documenting such consent according to the requirements each individual assignment. Contractor shall not re-enter private or business property associated with a previous Inspection unless specifically requested to do so by IFL.

**4.5 Dress Code.** During the course of performing an assignment while out in public, whether or not Contractor is meeting with anyone, Contractor agrees to dress in a manner that is appropriate and professional at all times, and to comply with the following requirements:

- No hardware in pierced tongue or other visible body parts (other than conservative ear piercing)
- No inappropriate slogans or pictures
- No torn pants or jeans that reveal any skin or undergarments
- No excessively short garments
- No t-shirts
- No sagging pants
- No bare midriff
- No tank tops
- Skirts must be at a length appropriate in a professional workplace
- No extremely baggy pants
- No pyjama bottoms or tops
- No shorts
- No sleeveless shirts on men
- Shoes must be worn at all times
- No house shoes
- No sandals
- No skull caps, stocking caps, du-rags, etc.
- No hats worn backwards or sideways

Failure to adhere to these requirements may result in the work being reassigned and the Contractor being denied further assignments. Provided that the Contractor does not violate the foregoing Dress Code, it is understood by the parties to this Agreement that Contractor will provide their own clothing and make their own decisions regarding attire to be worn while performing assignments for IFL.

**5. Payment; Terms.** Assignments are paid on the basis of the Contractor's bid made on the IFL platform, based on the details provided on the request for inspection (RFI). A fifty Dollar (\$50.00) background check fee **may** be withheld from Contractor's first payment to partially offset the cost of the background check. No mileage or other expenses of any kind whatsoever will be reimbursed to Contractor, who is expected to bid for an all-in fee. Payments will be issued within 30 days after posting of the completed report. IFL reserves the right to withhold payment or a portion thereof if the assignment is not properly completed in a timely manner, does not pass a quality review or meet the minimum specified requirements. If payment has been remitted to Contractor for work that is later identified as not meeting minimum specified requirements, Contractor may be given the opportunity to reperform the work or a credit in an amount equal to the assignment fee will be applied to the Contractor account and withheld from future payments.

**6. Termination of Individual Assignments.** IFL may cancel any assignment at any time. If the assignment is cancelled before the Contractor scheduled completion of the assignment, then there will be no cancellation fee paid to the Contractor. If the assignment is cancelled after the Contractor scheduled completion of the assignment, then there will be a five Dollar (\$5.00) cancellation fee paid to the Contractor.

**7. Delegation of Duties, Assignment of This Agreement.** The services rendered under this Agreement are personal to Contractor. Only Contractor may perform the services required by each assignment and Contractor agrees to only provide the services requested for the Inspection and nothing more. Contractor shall not subcontract, delegate or assign all or any part of this contract or the services to be performed to anyone unless that person has also applied and been approved by IFL as a contractor. All persons who actually go out into the field to perform the assignment and gather the information required, or perform the other requirements of the assignment, must each apply to be a contractor for IFL and be individually approved in writing by IFL. In connection with the performance of Contractor's obligations under this Agreement, Contractor shall not use the services of any individual in any capacity who has been convicted of a felony involving dishonesty, breach of trust or moral turpitude, or any crime involving violence or sexual assault, nor an individual who has ever been found civilly liable for any act of violence or sexual harassment. Moreover, when rendering services for IFL in the field, Contractor may not be accompanied by anyone other than an approved IFL customer, agent, employee or contractor. IFL may assign any or all of its rights and duties under this Agreement at any time and from time to time without the consent of the Contractor.

**8. Termination and Survival.** This Agreement is for no definite period and either party may immediately terminate this Agreement by written notice to the other party. Such termination may be made with or without cause. Nothing in this Agreement shall be construed to promise or guarantee that assignments, or any particular number thereof, will be offered to Contractor. Based on his performance rating as given by the customer, Contractor may be ultimately removed from the database.

The following sections shall survive termination of this agreement: 3. Independent Contractor, 4.2 Consent to Release Name, 7. Delegation of Duties, Assignment of This Agreement, 8. Termination and Survival, 9. Compliance, 9.1 Business Ethics, 9.3 Taxes, 10. Indemnification, Hold Harmless, 10.1 Litigation, 10.2 Assumption of Risk, 10.3 Direct Damages for Security Breach, 10.4 Infringement Indemnification, 10.5 LIMITATION OF LIABILITY, 10.6 Dispute Resolution, 13. Confidential Information, 13.1 Security, 13.2 Off-Site Data Storage, 13.3 Copyright; Works Made for Hire; Assignment, 13.4 No Reverse Engineering, 14. Notices, 15. Governing Law; Venue, 16. Complete Agreement; Modifications, 17. Severability, 18. Captions, 19. Forbearance; Waiver; and all others which by their context require survivability in order to render the clear intent of their provisions meaningful and effective.

**9. Compliance.** Contractor shall: (i) perform his services in a safe, good, legal, ethical, professional, timely, workmanlike manner, and otherwise in a manner that reflects favourably at all times on the good name, goodwill and reputation of IFL; (ii) perform his services in compliance with all applicable laws, rules and regulations; (iii) keep all applicable certifications, credentials, licenses and permits necessary in the performance of the services current; (iv) comply with all IFL rules and procedures; and (v) not take any actions that would cause IFL to be in violation of any applicable laws, rules or regulations or reflects negatively on the good name, goodwill and reputation of Company. IFL shall have the right to inspect Contractor's business records to confirm compliance with this paragraph or this Agreement, including but not limited to business licenses, at any time.

**9.1 Business Ethics.** Contractor acknowledges and agrees that it will not offer any gratuities of any type, directly or indirectly, to any IFL employee, or IFL customer, or other person or members of their respective families, that may be deemed by others to influence the actions or decisions of the recipient. Even nominal gifts can be inappropriate if used in a way which creates the impression that a certain Contractor may be endorsed. Contractor further agrees to notify IFL if any IFL employee, or IFL customer, or other person, or a member of their families solicit or accept from Contractor any such gratuities, including but not limited to reduction or forgiveness of a deductible under an insurance policy.

**9.2 Use of other Human Resources outside of the Contractor's country of residence.** If Contractor or a subcontractor of Contractor desires to use resources to perform its responsibilities under this Agreement, and if Contractor or such subcontractor will have access to IFL or IFL customer information or IFL or IFL customer data from an offshore facility, then Contractor must receive IFL's prior written consent before use of such resources.

**9.3 Taxes.** IFL shall pay any legally imposed sales, use, or similar excise taxes that are the legal liability of, or are required to be collected by, IFL. Under no circumstances shall IFL be liable for any interest, penalties, fines, or other such charges incurred due to the failure of Contractor to pay or collect when due any taxes owed with respect to the Agreement, or due to the failure of Contractor to notify IFL of any taxes owed with respect to the Agreement. IFL shall not be required to pay or reimburse Contractor for taxes based upon the income or capital of Contractor, nor for taxes imposed upon Contractor solely by reason of Contractor's doing business in or being incorporated in the jurisdiction imposing such taxes.

Contractor shall indemnify IFL against all liability and loss in connection with, and shall assume full responsibility for, payment of all local taxes or contributions or penalties imposed or required under unemployment insurance, social security and income tax laws, with respect to Contractor's performance of the contract.

**10. Indemnification, Hold Harmless.** Contractor shall indemnify and hold IFL fully harmless against all liability and loss, and against all claims and actions, damages, judgments, penalties, and expenses (including, without limitation, attorney and expert witness fees and all other costs of defence on a full indemnity basis) based upon or arising out of, or in connection with, the performance or breach of any provision(s) of this Agreement, or by conditions created by the same, including but not limited to damage or injury, including death, to persons (Contractor or others) or property (of Contractor or others), or, the same based upon or arising out of, or in connection with, Contractor's violation of any statute, ordinance, or regulation, and the defence of any such claims or actions. Contractor shall, without limitation and without limiting the foregoing, indemnify and hold IFL fully harmless against all liability and loss, and against all claims and actions, damages, judgments, penalties, and expenses (including, without limitation, attorney and expert witness fees and all other costs of defence on an indemnity basis) sustained or incurred by IFL or a third party as a result of the negligent or intentional acts or omissions of Contractor, and for which recovery is sought against IFL by that third party. Contractor shall, without limitation and without limiting the foregoing, indemnify and hold IFL fully harmless for any attorney and expert witness fees and other costs of defence (on a full indemnity basis) sustained or incurred by IFL in the defence of any such third-party claim or action.

**10.1 Litigation.** If Contractor becomes involved in any type of litigation in regard to the services being performed under this Agreement in any way, including any type of class action litigation, the Contractor agrees to notify IFL of such litigation immediately in writing. In such notification, Contractor agrees to provide IFL of the specifics of the litigation. Contractor acknowledges and agrees that this notification to IFL is for informational purposes only and does not transfer or eliminate the Contractor's financial or legal responsibilities in regards to such litigation, including but not limited to any type of indemnification obligations under this Agreement.

**10.2 ASSUMPTION OF RISK. CONTRACTOR ACKNOWLEDGES AND ASSUMES THE RISK INHERENT IN ALL ASSIGNMENTS. CONTRACTOR AGREES THAT IFL IS UNDER NO DUTY OR OBLIGATION TO WARN CONTRACTOR OF DANGEROUS CONDITIONS, KNOWN OR UNKNOWN. CONTRACTOR AGREES TO ACCEPT AND COMPLETE ONLY THOSE ASSIGNMENTS THAT CONTRACTOR DEEMS SAFE TO ACCEPT AND COMPLETE. DURING THE COURSE OF PERFORMING ANY ASSIGNMENT, SHOULD CONTRACTOR FEEL DANGER OR FEEL UNSAFE IN ANY WAY, CONTRACTOR AGREES TO WITHDRAW OR RETREAT AND NOTIFY IFL AND LOCAL LAW ENFORCEMENT IMMEDIATELY.**

**10.3 Direct Damages for Security Breach.** A security breach is defined as the unauthorized access to, acquisition of, disclosure of, and/or use of Personal Data (as defined in this Section 10.3 as a result of Contractor's or Contractor's subcontractor's:

(i) violation of applicable national, state, provincial, or federal data privacy laws or regulations in performing this Agreement; (ii) performance of Services under this Agreement; or (iii) breach of

this Agreement ("Security Breach"). In the case of a Security Breach, the Contractor' shall be obligated to pay, as direct damages, the total cost of:

1. Breach notification under applicable data privacy laws;
2. Credit monitoring, credit reporting, and identify theft insurance, each as deemed reasonably necessary and appropriate by IFL;
3. All fines and penalties imposed by a governmental or regulatory authority upon IFL as a result of such Security Breach;
4. Reasonable call centre support for affected individuals for a period not to exceed thirty (30) days; and
5. All other direct damages resulting from such Security Breach.

"Personal Data" means data or Information that is owned or controlled by IFL, and that Contractor has access to and otherwise processes for the purpose and during the provision of the Services, and that names or identifies or is about a natural person or businesses, such as: (i) data that is explicitly defined as a regulated category of data under any data privacy laws applicable to IFL; (ii) non-public personal information (NPI) or personal information (PI), such as national identification number, passport number, social security number, social insurance number, or driver's license number; (iii) health or medical information, such as insurance information, medical prognosis, diagnosis information or genetic information; (iv) financial information, such as a policy number, credit card number and/or bank account number; (v) biometric information; and/or (vi) sensitive personal data, such as mother's maiden name, race, religion, marital status, disability, or sexuality, (vii) packing lists, bills of lading, prices, and any and all information pertaining to a commercial transaction.

**10.4 Infringement Indemnification.** Contractor at its own expense shall defend and hold IFL fully harmless against any action asserted against IFL (and specifically including costs and attorneys' fees on a full indemnity basis associated with any such action) to the extent that it is based on a claim that use of any product or services being licensed by, or provided to IFL under this Agreement infringes any patent, copyright, license or other proprietary right of any third party. IFL shall promptly notify Contractor in writing of any such claim. If as a result of any claim of infringement against any patent, copyright, license or other property right or proprietary right of any third party, IFL is enjoined from using the product or services, or if Contractor believes that the product or services are likely to become the subject of a claim of infringement, Contractor at its option and expense will procure the right for IFL to continue to use the product or services, or replace or modify the product or services so as to make them non-infringing.

**10.5 LIMITATION OF LIABILITY.** ANYTHING IN THE AGREEMENT TO THE CONTRARY NOTWITHSTANDING, UNDER NO CIRCUMSTANCES WHATSOEVER SHALL IFL BE LIABLE TO CONTRACTOR FOR ANY SPECIAL, CONSEQUENTIAL, PUNITIVE, INDIRECT, OR INCIDENTAL DAMAGES OF ANY KIND WHATSOEVER. IN NO EVENT WHATSOEVER SHALL IFL'S TOTAL LIABILITY TO CONTRACTOR FOR ANY DAMAGES WHATSOEVER EXCEED IN THE AGGREGATE

**THE SUM OF ONE THOUSAND DOLLARS (\$1,000), UNLESS REQUIRED TO COMPLY WITH STATUTORY OBLIGATIONS.**

**10.6 Dispute Resolution; No Class Actions.** All disputes and controversies of every kind and nature between the parties to this Agreement arising out of or in connection with this Agreement (other



than proceedings in which IFL is seeking injunctive relief) shall be submitted to arbitration pursuant to the procedure set forth herein. Either party may demand such arbitration in writing within sixty (60) days after the controversy arises, which demand shall include the name of the arbitrator appointed by the party demanding arbitration, together with a statement of the matter in controversy.

Within twenty (20) days after such demand, the other party shall name its arbitrator, or in default of such naming, such arbitrator shall be named by the Arbitration Committee of the International Arbitration Association, and the two arbitrators so selected shall name a third arbitrator within ten (10) days or, in lieu of such agreement on a third arbitrator by the two arbitrators so appointed, a third arbitrator shall be appointed by the Arbitration Committee of the International Arbitration Association.

The arbitration hearing shall be held in Mauritius on thirty (30) day notice to the parties. The arbitration rules and procedures of the International Arbitration Association for Commercial disputes shall be used in the arbitration hearing and the law of evidence of Mauritius shall govern the presentation of evidence at such hearing. The arbitration hearing shall be concluded within three (3) days unless otherwise ordered by the arbitrators and the award on the hearing shall be made within ten (10) days after the close of the submission of evidence. The arbitration costs and expenses of each party shall be borne by that party. Nothing contained in this Agreement shall be deemed to give the arbitrators any authority, power, or right to alter, change, amend, modify, add to, or subtract from any of the provisions of this Agreement.

An award rendered by a majority of the arbitrators shall be non-binding on all parties to the proceeding, and judgment on such award may be entered by either party in any court, state or federal, having jurisdiction. The provisions of this Agreement shall be a complete defence to any suit, action, or proceeding instituted in any federal, state, or local court or before any administrative tribunal with respect to any controversy or dispute. The arbitration provisions of this Agreement shall, with respect to such controversy or dispute, survive the termination or expiration of this Agreement.

**CONTRACTOR EXPRESSLY WAIVES ANY RIGHT TO ARBITRATE ANY DISPUTE AS A CLASS ACTION OR TO CONSOLIDATE INDIVIDUAL ARBITRATIONS OR PARTICIPATE IN ANY ATTEMPTED CONSOLIDATION. CONTRACTOR WAIVES ANY RIGHT TO BRING OR PARTICIPATE IN ANY MANNER WHATSOEVER A CLASS ACTION AGAINST INSPECTFORLESS. TO THE EXTENT ALLOWED BY LAW, CONTRACTOR EXPRESSLY WAIVES ANY STATE OR OTHER LAW TO THE CONTRARY. IFL AND CONTRACTOR EACH EXPRESSLY WAIVE THE RIGHT TO A JURY TRIAL.**

**10.7 Participation in Other Disputes.** If any dispute arises in connection with or related to Contractor's services under this Agreement, Contractor agrees to attend and reasonably and cooperatively participate in any form of litigation or alternative dispute resolution, and other activities related thereto, including but not limited to arbitration or mediation, between the parties involved in such dispute, upon request of IFL. This applies, for example, without limitation, to disputes or actions between a IFL customer and its client, insured, or another third party.



**11. Insurance.** IFL, and some IFL customers might require any Contractor who works on a particular order (an "Inspection") to purchase and maintain certain types of insurance policies and coverage limits as a condition of working on the order. Any Contractor using a drone at the request of IFL to perform an Inspection agrees to maintain valid insurance in minimum amounts required by IFL at the time the Inspection is performed. In all other instances, unless IFL specifically advises Contractor otherwise, other than as required by law, you are not obligated to purchase such insurance, however, failure or refusal to do so may adversely affect your ability to claim such an order.

**11.1 Use of Information for Insurance Purposes.** IFL may provide to its current or prospective insurance agents, brokers, carriers, or companies, and their representatives, information about Contractor such as Contractor's name as it appears on Contractor's driver's license, driver's license number and state of issue, date of birth, whether or not Contractor has had any tickets or accidents in the past, year, make, and model of Contractor's vehicle, VIN number, Contractor's current insurance carriers, policy numbers, coverage limits, and similar information, and other information about Contractor relevant to obtaining various types of insurance coverages, such as auto, general commercial liability, professional errors and omissions, and others, and Contractor hereby consents to release of such information. IFL shall not be required to purchase or obtain any insurance coverage of any kind for Contractor, and nothing herein shall be construed to affect or limit Contractor's obligations under Section 11 of this Agreement.

**12. Background Investigation.** If required by IFL at any time, Contractor agrees to submit to and cooperate in a full background investigation, which may include but is not limited to a criminal history check and fingerprinting. Contractor consents to the use of a third-party consultant, at IFL's sole discretion, to provide background checks and to report the results thereof (Contractor's score and/or other information gathered) to IFL. Background checks may or may not be performed on contractors, depending on Contractors' reputation.

**12.1. Representations Regarding Harassment, Convictions, and Judgments.** Contractor warrants and represents that he/she shall refrain from harassment to any individual on the basis of race, religious creed, colour, gender, sexual orientation, gender identity or expression, age, national origin, ancestry, physical disability, mental disability, medical condition, genetic characteristic or information, marital status, pregnancy, childbirth, veteran status, or any other protected category.

Contractor warrants and represents that he/she has not been convicted of any criminal offense other than minor traffic violations. Contractor warrants and represents that it has never been convicted of a felony involving dishonesty, moral turpitude or a breach of trust. Should such a conviction occur, Contractor shall immediately notify IFL in writing.

Contractor warrants and represents that it has never been convicted of any crime involving violence or sexual assault, nor has Contractor ever been found civilly liable for any act of violence or sexual harassment. Should such a conviction or civil judgment (or settlement) occur, Contractor shall immediately notify IFL in writing.

**13. Confidential Information.** IFL possesses certain highly confidential proprietary business information and trade secrets ("Confidential Information"). In connection with this Agreement, IFL may disclose Confidential Information to Contractor. All information that IFL discloses to Contractor in connection with each offered assignment, whether or not Contractor claims or accepts the assignment, is Confidential Information.

IFL desires to ensure that this information remains confidential and is not disclosed unnecessarily to third parties. For purposes of this Agreement, Confidential Information includes, but is not limited to, information regarding patents, copyrights, trade secrets, business concepts, business plans, marketing plans, customer lists, method and processes, IFL employees and consultants, policies and procedures, business records, projections, products or services, financial or trade information, and any other information disclosed, supplied, or communicated to Contractor by IFL or others on its behalf, or like information of third parties, including but not limited IFL's vendors, suppliers, consultants, or customers. All Confidential Information will be provided by IFL "as-is" with no warranties whatsoever, express, implied, or otherwise. All pictures and video taken by the Contractor, the information gathered by the Contractor, and the report completed by the Contractor in connection with each assignment, and the existence of the assignment itself, also constitute Confidential Information. Confidential Information does not include information that is or becomes publicly known through lawful means; was rightfully in Contractor's possession or part of Contractor's general knowledge prior to the effective date of this Agreement; or information that is disclosed to Contractor without confidential restriction by a third party who rightfully possesses the information (without confidential restriction) and did not learn of it, directly or indirectly, from IFL or a third party on IFL's behalf. All other information is Confidential Information. Contractor covenants, promises, and agrees:

1. To hold the Confidential Information in strict confidence;
2. To use the Confidential Information only to the extent authorized in writing by IFL and for no other purpose;
3. To disclose the Confidential Information only to those necessary to carry out Contractor's obligations under this Agreement, and only with IFL's prior written consent, and only if such persons or entities have agreed in writing, in terms no less protective than the confidentiality obligations of this Agreement, to keep the Confidential Information confidential;
4. To not use the Confidential Information for its own benefit or that of any other person or entity other than IFL.

On termination of this Agreement or written request by IFL, Contractor will promptly deliver to IFL all material containing Confidential Information, including all copies.

Unless IFL does so in a separate writing delivered to Contractor, IFL has not granted Contractor any rights to use the Confidential Information or the Copyright Materials (as defined in Section 13.3). This undertaking to keep information confidential will survive the termination of this Agreement. The Confidential Information is the sole property of IFL or others. Contractor understands and agrees that any unauthorized disclosure of the Confidential Information may cause irreparable harm to IFL and others and that the amount of the harm may be difficult to ascertain. As a consequence, Contractor agrees that IFL will have the right to seek an injunction from a court of competent jurisdiction to enjoin further disclosure or misappropriation of the Confidential Information. The right to seek an injunction is in addition to any other legal and equitable remedies available to IFL. Information is not confidential if it is generally available or known within the public domain or was known to Contractor before the execution of this Agreement.

**13.2 Non-Solicit.** Contractor agrees for a period of twelve (12) months following the termination of this Agreement, he or she shall not directly or indirectly solicit or attempt to solicit any customer or prospective customer of IFL with whom Contractor had contact for the purpose of providing to such customer products or services that are competitive to the business of IFL or for the purpose of inducing such customer or prospective customer to cease doing business with IFL.

**13.3 Security.** Contractor shall implement and maintain an information security program (the "Security Program") applicable to all facilities, networks, and infrastructure used by Contractor to provide the services to be performed under this Agreement, including any applicable subcontractor facilities, networks, and infrastructure. Contractor shall also train its employees to comply with the Security Program. Contractor shall implement and maintain industry standard security practices, including the following minimum security standards required to secure IFL and its customer's Information and equipment used to connect to the IFL website and network. Contractor must secure any Contractor or agent or subcontractor facility storing or enabling access to IFL or IFL customer's information to prevent unauthorized access. Access to the Contractor's IFL dashboard and the IFL network must be limited to personnel performing services under this Agreement. Contractor's employees, agents, and subcontractors will practice these standards at all times.

**13.4 Off-Site Data Storage.** If Contractor or Contractor's subcontractors transports any backup data storage materials that contain IFL or IFL customer information to an off-site data storage facility, then Contractor acknowledges and agrees that it shall be responsible for the security of that IFL or IFL customer information under the terms and conditions of this Agreement whether or not it is physically in possession of the backup data storage materials.

**13.5 Copyright; Works Made for Hire; Assignment.** The copyright to, and ownership of, all pictures, video, text, copy, data, works, inventions, improvements, concepts, ideas, intellectual property, and information, in any form, made, conceived, gathered, written, taken, created, developed, or performed by Contractor in connection with work performed under this Agreement, and the report itself (individually and collectively, "Copyright Materials"), shall at all times be owned solely and exclusively by IFL. Contractor hereby transfers, assigns, and conveys to IFL all right, title, and interest in and to the Copyright Materials, including but not limited to copyright, trademark, trade secret, and patent rights.

To the extent that Copyright Materials qualify to be works made for hire under copyright law, Contractor and IFL hereby agree that Copyright Materials are works made for hire and the copyright thereto is owned solely and exclusively by IFL. In the event the work to be performed by the Contractor under this Agreement is subject to the jurisdiction of a state or other jurisdiction in which "work made for hire" agreements would result in the Contractor being deemed an employee of IFL, and where such Contractor is an individual, and not a legal entity, the preceding sentence shall not apply and shall be null and void; provided, nevertheless, that in such event it remains the intent of the parties that the copyright to, and ownership of, all Copyright Materials shall at all times be owned solely and exclusively by IFL, and Contractor hereby transfers and assigns, without limitation, the copyright and all of Contractor's right, title and interest in and to the Copyright Materials to IFL, without any claim or right by Contractor to additional compensation.

In the event that Copyright Materials do not qualify to be works made for hire, Contractor hereby transfers and assigns, without limitation, the copyright and all of Contractor's right, title and interest in and to the Copyright Materials to IFL, without any claim or right by Contractor to additional compensation.

Contractor shall not use, re-use, sell, re-sell, trade, barter, assign, transfer, publish, disclose, give, or allow the use of any Copyright Materials except as expressly and specifically required or authorized by IFL in writing.

Contractor waives all moral rights in the Copyright Materials.

**13.6 No Reverse Engineering.** Contractor shall not reverse engineer IFL's web site or any portion thereof, or the programming code connected therewith, or assist others in doing so.

**14. Notices.** Any notice given by Contractor in connection with this agreement shall be given in writing and delivered to IFL as follows (all methods are required):

Certified mail, return receipt requested to: Inspectforless, Ltd, ATTN: Stefan Sakoschek, 32 Rue Saint-Georges, Port-Louis, Mauritius

and, email to: [info@inspectforless.com](mailto:info@inspectforless.com), and [ss@inspectforless.com](mailto:ss@inspectforless.com)

Contractor's notice address shall be any mailing or email address provided in the application. Any party may change its notice address by giving written notice of the change in accordance with this section.

**15. Governing Law; Venue.** This Agreement will be interpreted and governed by the laws of the Republic of Mauritius. Venue shall lie in Mauritius.

**16. Complete Agreement; Modifications.** This Agreement (and any attachments, addendums, and supplements thereto) shall be the complete and exclusive statement of the agreement between the parties as to the subject matter of this Agreement and shall be binding upon each of the parties hereto, their successors, and to the extent permitted their assigns. IFL may modify this Agreement without notice. Each and every new and subsequent assignment claimed or accepted by Contractor shall constitute acceptance of the then-current version of this Independent Contractor Agreement and its terms and provisions shall then be applicable to, and govern any disputes related to, any and all previous assignments accepted and performed by Contractor.

**17. Severability.** In the event that any one or more of the provisions of this Agreement shall be held invalid, illegal, or unenforceable in any respect, such provisions shall be adjusted rather than voided, if possible, in order to achieve the express intent of the parties to this Agreement; and in any event, the validity, legality, and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby. Without limiting the generality of the foregoing, this provision applies to any entitlement on the part of the Contractor for compensation in respect of termination notice, pay in lieu or severance compensation, in which case, the Contractor's claim shall be the minimum permitted under legislation.

**18. Captions.** The captions to the sections of this Agreement are for convenience only and shall not be considered or referred to in resolving questions of interpretation.

**19. Forbearance; Waiver.**

Any failure of a party to pursue any legal or equitable remedy or right available to a party shall not constitute a waiver of such right, nor shall any such forbearance, failure, or actual waiver imply or constitute waiver of subsequent default or breach. No waiver of a breach of any provision of this Agreement by a party shall be construed to be a waiver of any breach of any other provision of this Agreement or of any succeeding breach of the same provision. No delay by a party in acting with regard to any breach of any provision of this Agreement shall be construed to be a waiver of such provision by a party.

Thus signed in Mauritius, on this the \_\_\_\_ day of \_\_\_\_\_ 2022

For IFL – duly authorized hereto      S.Sakoschek



For the Contractor:

\_\_\_\_\_