

INDEPENDENT CONTRACTOR AGREEMENT

This Agreement is entered into _____ between **WeCuro** Inc. (“**WeCuro**”) and _____ (“**Contractor**” or “**Consultant**”) (collectively the “**Parties**”). The Parties agree as follows:

1. Scope: From time-to-time, WeCuro may request the assistance of Contractor to provide WeCuro’s employees with specialized services outside of WeCuro’s usual course of business. Pursuant to the terms of this Agreement and each attached Statement of Work (“**SOW**”) (collectively, this “**Agreement**”), Contractor agrees to perform services for WeCuro. All Services to be provided under this Agreement shall be memorialized in a SOW in substantially the form attached as Attachment B which, when fully executed by the Parties, shall be incorporated herein and become part of this Agreement as though fully set forth herein.

2. Relationship: Contractor is an independent contractor or an independent separate business, and neither Contractor nor Contractor's employees or contractor personnel (collectively also referred to as “**Contractor**”) are or shall be deemed WeCuro employees. The Parties agree that nothing in this Agreement shall be construed as creating a joint venture, partnership, franchise, employer/employee or other or similar relationship between WeCuro and Contractor. WeCuro will not or shall not be responsible for withholding taxes or other similar payment deductions from payments for Contractor’s services, unless otherwise required by law to withhold amounts from payments made to independent contractors. Contractor understands that it is solely responsible for its own taxes including self-employment and/or corporate taxes and any payroll or other taxes for its own employees. Contractor shall have no claim against WeCuro or any of its clients (“**Clients**”) for vacation pay, sick or safe pay, overtime pay, retirement benefits, social security, workers compensation, health or disability benefits, stock plan, 401K, deferred compensation, unemployment insurance benefits or employee benefits of any kind whatsoever.

In performing services pursuant to this Agreement, Contractor and WeCuro agree that:

- (a) Contractor is customarily engaged in an independent trade, occupation or business of the same nature as the services Contractor will perform pursuant to this Agreement;
- (b) Contractor has the right and responsibility to perform services for others during the term of this Agreement;
- (c) Contractor has the sole right and responsibility to control and direct the means, manner, and method by which the services required by this Agreement will be performed, subject reasonable requests by WeCuro;
- (d) Contractor services are outside the usual course of WeCuro’s business;
- (e) Contractor shall not receive any training from WeCuro in the professional skills necessary to perform the services required by this Agreement; and
- (f) Contractor shall not be required by WeCuro to devote full time to the performance of the services required by this Agreement unless such efforts are needed to complete services in a timely manner.

3. Performance of Services: Contractor represents and warrants that Contractor has the full power and authority to execute, deliver and perform this Agreement and is not subject to restrictions that would prohibit or prevent Contractor’s performance. Contractor will perform

services in a professional manner consistent with the level of care, skill, practice, and judgment exercised by other professionals when performing services of a similar nature. Contractor represents and warrants that all information provided to WeCuro by Contractor is accurate. WeCuro and Clients shall have no obligation to pay for unsatisfactory performance of services, including under a theory of quantum meruit. If WeCuro or Clients are unsatisfied with Contractor or seek removal or replacement of Contractor, Contractor will immediately agree and take steps to effect removal or replacement as soon as practicable. WeCuro may elect to seek reimbursement for payments made by WeCuro to Contractor for the unsatisfactory services, including claims that Contractor performed services negligently, and for removal or replacement through offsets on future payments due Contractor or a demand for payment to WeCuro of amounts WeCuro paid to Contractor for services that were unsatisfactory.

- 4. Compliance with Laws, Business Licenses, Permits, and Certificates:** In performing services pursuant to this Agreement, Contractor agrees to comply with all federal, state and local laws, including but not limited to, anti-discrimination and harassment laws (which includes laws directed at preventing sexual, racial and other harassment), the Americans with Disabilities Act, the Immigration Reform and Control Act, the Fair Labor Standards Act, HIPAA and similar state and local laws and agrees to adhere to any reasonable policies and practices imposed on all visitors, invitees and contractors by WeCuro or its Clients (to the extent applicable) to facilitate the orderly, safe and/or professional conduct of business at worksites. Contractor further agrees that Contractor will comply with all laws requiring licenses, business permits, and certificates required to carry out the services to be performed under this Agreement.
- 5. Conflicts of Interest:** Contractor represents that Contractor is free to enter into this Agreement, and that this Agreement does not violate the terms of any agreement between the Contractor and a third-party and that Contractor will not accept work or enter into contracts that are inconsistent with the Contractor's obligations or scope of services to be rendered pursuant to this Agreement.
- 6. No Hire/Limitation on Employment:** For a period of 12 months following the completion, expiration or termination of this Agreement, Contractor shall not directly or indirectly hire, solicit or encourage to leave the employment of WeCuro any employee, consultant or contractor or hire any such employee, consultant or contractor who has left WeCuro within one year of such employment or engagement.
- 7. Compensation:** Contractor agrees to use our clock-in clock-out software features to document hours worked or assignments completed. Contractor may also submit time report invoices on a bi-weekly basis on a form designated by WeCuro and to accurately record the number of hours or assignments Contractor performed services during a designated monthly period. WeCuro will pay Contractor for agreed upon services, assignments, and hours within 2 weeks of submission and approval of Contractor's time and assignments report invoices by WeCuro.

8. **Expenses:** WeCuro will not reimburse Contractor for expenses incurred while performing services pursuant to this Agreement, unless otherwise agreed to by the Parties in an attached SOW.

9. **Insurance Requirements:** Contractor agrees that Contractor shall maintain at Contractor's own expense any and all insurance coverage (Ex. Malpractice Insurance) required under applicable law.

10. **Confidentiality and Ownership:** The Parties both understand the importance of keeping certain information confidential as well as specifying who owns the Contractor's work product produced pursuant to the terms of this Agreement. As a result, the Parties agree to the terms stated in our Privacy Policy, Terms of Use agreement, and Attachment A.

11. **Termination:** Contractor agrees that WeCuro may terminate this Agreement and/or any SOW for dissatisfaction with services upon 5 calendar days' notice. Unless otherwise expressly authorized in writing by WeCuro, all services will cease immediately upon such notice. Notice may be verbal or written. WeCuro may follow verbal notice with a written notice, but written notice is a courtesy and not required and does not alter the termination date.

12. **Liability and Indemnity:** Contractor is solely responsible for the services Contractor provides. WeCuro shall have no liability whatsoever, including but not limited to, for any failure related to performance of services, failure to pay any wages, taxes, any other compensation, personal injury, thefts and property damage. Contractor assumes all risks associated with performing services for WeCuro. Contractor understands the risk of exposure to COVID-19 and agrees to the terms stated in Attachment C. Contractor will indemnify, defend and hold harmless WeCuro, Clients and their respective directors, officers, shareholder, employees, subsidiaries and affiliates from and against any and all liabilities, losses, damages, settlements, claims, costs and expenses, including but not limited to, attorneys' fees and any and all actions, suits, proceedings, demands, penalties, assessments, judgements and expenses arising out of or related to performing services and/or the breach of this Agreement.

13. **Continuing Obligations of Contractor:** Upon completion, expiration or termination of services or if services should not commence, Contractor shall still be bound by the provisions in Paragraphs 2, 6, 9, 10, 12, 15, 16, Attachment A, Attachment C, and any other provision which, by its terms or intent, is intended to survive.

14. **Entire Agreement:** This Agreement and any attached SOWs represent the entire agreement and understanding of the Parties relating to the subject matter of this Agreement and any modification thereof shall not be effective unless contained in a writing signed by the Parties. This Agreement supersedes any and all prior and contemporaneous agreements, negotiations, correspondence, undertakings, and communications of the Parties whether oral or written (except an Agreement to Arbitrate Claims). No amendment or modification of this Agreement shall be valid unless evidenced by a writing executed by the Parties. No waiver by WeCuro of any provision or condition of this Agreement shall be deemed a waiver of any similar or

dissimilar provision or condition. Nothing in this Paragraph or this Agreement is intended to supersede or affect in any way an Agreement to Arbitrate Claims executed by the Parties which will remain in full force and effect notwithstanding any conflicting provision in this Agreement.

- 15. **Publicity:** Contractor may not use WeCuro’s logos, service marks or trademarks or reveal the existence or terms of this Agreement in any manner or under any circumstance whatsoever, including in any advertising, promotion, publicity release, website posting, case study, sales presentation or request for proposal. Contractor shall not use WeCuro’s name without its express consent. A breach of this provision shall be considered a material breach of this Agreement.
- 16. **Enforceability/Severability:** Whenever possible, each provision of this Agreement will be interpreted in such a manner as to be effective and valid under applicable law, but if any provision or portion thereof is held to be invalid, unlawful or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, unlawfulness or unenforceability will not affect any other provision or portion thereof which will remain in full and force and effect or any other jurisdiction.
- 17. **Assignment:** Contractor may not assign its rights under this Agreement or any SOW without the express written permission of WeCuro.
- 18. **Counterpart/Electronic Signature:** 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 facsimile, e-mail or other electronic medium shall have the same force and effect as an original signature.
- 19. **Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of the state in which activity occurred or threatens to occur. In no event shall the choice of law be predicated upon the fact that WeCuro is incorporated or has its corporate headquarters in a certain state.
- 20. **Headings:** Headings used in this Agreement are provided for convenience only and shall not be used to construe meaning or intent.

Do you agree with the terms of this agreement? Yes No

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above.

Contractor

WeCuro Inc.

By: _____

Signature

By: _____

Signature

Printed Name

Printed Name

Title

Title

Federal ID Number

Attachment A

Confidentiality and Ownership

Ownership: Contractor agrees that all materials designed, written, created, developed, collected and compiled by Contractor under this Agreement, including, but not limited to, drawings, designs, blueprints, manuals, graphics, pictures, applications, prototypes, layouts, techniques, structures, roadmaps, models, developments, processes, documentation, specifications, notes, notebooks, reports, charts, formulas, memoranda, records, files, computer programs, source code, object code, machine listings, data and the like (collectively, “**Materials**”) are the sole and exclusive property of Client, free from any claim or retention of rights thereto on the part of Contractor. Contractor shall execute and cause its personnel, if any, to execute all documents necessary to secure and enforce Client’s rights in all Materials. Upon completion or any termination of this Agreement or any SOW, or at WeCuro or a Client’s written request, Contractor shall promptly deliver to Client all Materials, all copies thereof, and all written materials derived therefrom or containing extracts thereof. Clients shall retain all ownership, title, copyright and all proprietary rights and interest in and to all Materials. Please see our Privacy Policy and Terms of Use agreement.

If for any reason the Materials are not owned by Client, Contractor does hereby assign, and transfer to the applicable Client, the entire right, title and interest in and to the copyright in the Materials and any registrations and copyright applications relating thereto and any renewals and extensions thereof, and in and to all works based upon, derived from, or incorporating the Materials, and in and to all income, royalties, damages, claims and payments now or hereafter due or payable with respect thereto, and in and to all causes of action, either in law or in equity for past, present, or future infringement based on the copyrights, and in and to all rights corresponding to the foregoing throughout the world.

If the Materials are one to which the provisions of 17 U.S.C. 106A apply, Contractor hereby waives and appoints Client to assert on Contractor’s behalf, Contractor’s moral rights or any equivalent rights regarding the form or extent of any alteration to the Materials (including, without limitation, removal or destruction) or the making of any derivative works based on the Materials, including, without limitation, photographs, drawings or other visual reproductions, in any medium.

Confidentiality:

(a) Contractor represents and warrants that Contractor shall not, at any time, whether during the term of this Agreement or thereafter, directly or indirectly, disclose, furnish or make accessible to any person, firm, corporation, or other entity, any Confidential Information of WeCuro or a Client other than in performance of services specified in an SOW. Contractor may disclose Confidential Information only to those personnel (if any) of Contractor who need to have access to Confidential Information in order to assist Contractor in the performance of Contractor’s services to a Client, provided such person is informed of the nature of the covenants contained in this Section and agrees in writing, in substantially the form attached as this Attachment A, to be bound to the same confidentiality obligations stated herein. These confidentiality obligations will apply to all Confidential Information obtained or learned by Contractor from WeCuro or Clients, and their respective agents or contractors, whether or not the Confidential Information is identified as being confidential.

“**Confidential Information**” means any information, materials and trade secrets of WeCuro, in whatever form, tangible or intangible, whether disclosed to or learned by Contractor, whether or not marked or identified as confidential or proprietary, pertaining in any manner to the business operations, methods, strategies, finances, client or employment relationships, and/or contractual relationships of WeCuro.

Confidential Information includes, but is not limited to, information with respect to the name, address, contact persons or any information relating to any client, applicant, candidate or employee of WeCuro (including, but not limited to, personnel files and information about compensation, benefits and other terms of employment of WeCuro's current and former and employees and independent contractors); information in connection with any existing or prospective engagements with Clients; information relating to an identified or identifiable natural person, which qualifies as personal and protected information under certain data protection laws and which cannot be processed or disclosed except on written instructions from WeCuro; and information with respect to the tools, software, methodologies, procedures, processes, advertising, finances, cost or profit figures and projections, accounting, credit information, current, future or proposed products or services, plans and technology, business forecasts, organization, personnel, plans, objectives or strategies of WeCuro or any Clients.

Confidential Information shall not include any information which: (i) becomes available to the public through no fault or action of Contractor (however, a compilation of information may be confidential even if the individual elements are in the public domain), (ii) was disclosed to Contractor with the disclosing party's written permission explicitly stating that Contractor may disclose such information, or (iii) was legally obtained from a third party other than WeCuro or Client without being subject to any obligation of confidentiality. Contractor shall bear the burden of establishing the applicability of any of the foregoing exceptions. Upon any expiration or termination of this Agreement or Contractor's engagement with a Client, or a written request by a disclosing party, Contractor shall deliver to the relevant disclosing party all copies of all Confidential Information received, all copies thereof, and all written materials derived therefrom or containing extracts thereof. In the event Contractor cannot return any Confidential Information, Contractor shall delete such Confidential Information and provide a certification to the disclosing party certifying such deletion.

(b) Contractor acknowledges that the Confidential Information is safeguarded by WeCuro and Clients as trade secrets. In view of Contractor's access to the Confidential Information and in consideration of the value of such property to the WeCuro and Clients, Contractor expressly acknowledges that the covenants set forth herein are reasonable and necessary in order to protect and maintain the proprietary and other legitimate business interests of WeCuro and Client, and that the enforcement thereof would not prevent Contractor from engaging in its business. Contractor further agrees that in the event of an actual or threatened breach by Contractor of such covenants, WeCuro and/or Client would be irreparably harmed and the full extent of injury resulting therefrom would be impossible to calculate and WeCuro and Client therefore will not have an adequate remedy at law. Accordingly, Contractor agrees that temporary and permanent injunctive relief would be appropriate remedies against such breach, without bond or security; provided, that nothing herein shall be construed as limiting any other legal or equitable remedies WeCuro or a Client might have.

(c) Contractor shall promptly notify WeCuro if Contractor is aware of any unauthorized disclosure or loss of Confidential Information hereunder and shall cooperate with any reasonable request of WeCuro or Clients in enforcing their respective rights and protecting their respective Confidential Information. If there is any actual or suspected theft of, or accidental disclosure of any disclosing party's non-public personal Confidential Information by Contractor or Contractor's agents (collectively, "**Disclosure**") and/or any unauthorized intrusions into any of disclosing party's Confidential Information, or any system hosting or containing disclosing party's Confidential Information under Contractor's control (collectively "**Intrusion**"), Contractor shall (i) immediately notify WeCuro in writing; (ii) estimate the Disclosure's and/or Intrusion's effect; (iii) specify the corrective action to be taken; (iv) investigate and determine if an Intrusion and/or Disclosure has occurred; and (v) take corrective action to prevent further Disclosure and/or Intrusion. Contractor will promptly report to WeCuro including details of the Disclosure (including but not limited to individual's identities and the nature of the information disclosed) and/or

Intrusion and the corrective action Contractor has taken to prevent further Disclosure and/or Intrusion. Contractor will cooperate fully with WeCuro to notify affected individuals, if any, as to the facts and circumstances of the Disclosure of the individual's particular information. Contractor will also cooperate fully with all government regulatory agencies and law enforcement agencies having jurisdiction and authority for investigating a Disclosure and any known or suspected criminal activity. Except as may be strictly required by applicable law, Contractor agrees that it will not inform any third party of any such Disclosure without WeCuro's prior written consent; however, if such disclosure is required by applicable law, Contractor agrees to work with WeCuro regarding the content of such disclosure. Furthermore, if any Intrusion occurs due to any negligence or failure of Contractor to comply with the terms of this Agreement, then any costs related to notifications to individuals which WeCuro reasonably believes are necessary due to an Intrusion shall be borne by Contractor.

(d) In the event Contractor is required by law, regulation, court order or discovery demand to disclose Confidential Information, Contractor shall (i) promptly provide written notice to WeCuro prior to the disclosure of the Confidential Information and the reasons and circumstances surrounding such disclosure, (ii) provide WeCuro reasonable assistance to seek a protective order or other appropriate request for confidential treatment of the applicable Confidential Information, and (iii) limit the disclosure of the Confidential Information only to the extent required by law if such protective order or request fails.

Attachment C

Release of Liability and Assumption of Risk Agreement (Contractors and Subcontractors)

The novel coronavirus, known as COVID-19, has spread globally. Any in-person interaction Contractor and Contractor's personnel (both employees and independent contractors) (collectively also referred to as "**Contractor**") have with others includes possible exposure to COVID-19. Currently, it is not possible to eliminate all risk of exposure to COVID-19, including exposure that may result from, or be caused by, the actions, omissions or negligence of Contractor or others.

Contractor has agreed to accept work that requires Contractor to work in and/or travel to and from work locations of WeCuro, WeCuro's Clients and/or their clients (collectively, a "**Client Location**"), and is aware of the risk posed by COVID-19 to Contractor's health and the health of others. Contractor agrees to review and follow the safety protocols provided by WeCuro, its Clients and/or their clients. Contractor agrees to provide a copy of this Attachment C to Contractor personnel who perform any work pursuant to this Attachment and instruct such personnel that they must comply with the Attachment's terms. If, at any time, Contractor is uncertain about the safety protocols applicable to Contractor's work, Contractor will notify Contractor's WeCuro contact.

As a result of Contractor's potential exposure to COVID-19, Contractor may also knowingly or unknowingly expose others to COVID-19 (including, but not limited to, Contractor's personnel, family members, spouse, partner, friends, co-habitants and/or anyone else with whom Contractor has in-person contact). If Contractor exposes other individuals to COVID-19, such individuals may experience serious illness. Contractor, therefore, agrees to take reasonable precautions to prevent exposing others to COVID19 (including those precautions required or recommended by applicable governmental agencies).

On behalf of Contractor and Contractors personnel, their respective heirs, assigns, personal representatives and next of kin, to the fullest extent permitted by law, Contractor hereby fully and forever releases and holds harmless WeCuro Inc., its Clients and each of their respective subsidiaries and affiliates, owners, officers, directors, representatives, officials, agents, employees, successors and assigns (each of the foregoing, a "**WeCuro Releasee**"), from any and all claims, damages, demands, rights of action or causes of action, present or future, known or unknown, anticipated or unanticipated, for any illness, injury, disability, death, or loss or damage to personal property, that can be connected in any way to travel to and from and/or physical presence at a Client Location or on the property of any WeCuro Releasee (each of the foregoing, a "**Claim**"). This includes Claims that arise from Contractor's and others' acts, activities and/or omissions, except those Claims that cannot by law be waived or released. Contractor will defend and indemnify the WeCuro Releasees with respect to any released Claim, including, but not limited to, damages, costs and attorney's fees.

CONTRACTOR ACKNOWLEDGES THAT CONTRACTOR HAS READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTANDS ITS TERMS AND HAS ENTERED INTO IT FREELY AND VOLUNTARILY.