



### TAIVARA INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contractor Agreement (this “**Agreement**”), dated as of July 2, 2024, is made and entered into by and between Taivara Ltd (“**Taivara**”), an Ohio limited liability company, with its principal place of business at 1391 W 5th Av. Suite 266, Columbus, OH 43212, and Grant Wilson (“**Contractor**”), an individual, with a mailing address as set forth below. Taivara desires to engage Contractor to perform specific services as an independent contractor, and Contractor desires to perform such services for Taivara as an independent contractor. Therefore, in consideration of the mutual covenants and conditions hereinafter set forth and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. Services. Contractor shall perform such services as set forth in Exhibit A, attached hereto, and shall perform such additional services as further agreed in writing by Contractor and Taivara (collectively, the “**Services**”).

2. Payment for Services; Expenses.

a. Cash Consideration and Expenses. Taivara shall pay to Contractor the fees as set forth on Exhibit A in consideration of Contractor’s performance of the Services and for being bound by the terms set forth in this Agreement. Contractor shall present a monthly invoice to Taivara with a summary of work performed during the period. Contractor shall present such invoice to Taivara no later than two (2) days after the end of a calendar month, and Taivara shall make payment to Contractor no later than thirty (30) days after the end of a calendar month. Contractor shall not invoice any fees over the amounts set forth in Exhibit A without prior written approval from Taivara. Contractor shall be responsible for all expenses incurred in the performance of Contractor’s duties hereunder, except that Taivara shall reimburse Contractor for reasonable coach airfare and necessary overnight accommodations, or other specific expenses, provided such expenses are pre-approved by Taivara. Contractor shall present to Taivara itemized invoices detailing the expenses to be reimbursed.

3. Confidentiality, Security and Ownership of Information.

a. Proprietary Information. “**Proprietary Information**” means information, written or not written, not generally known, concerning Taivara’s business, products, services, finances, processes, software, hardware, product designs and plans, development programs, data and financial models, data specifications, floor plans and layouts, trade secrets, customer lists, know-how, show-how and other marketing and technical information and other unpublished information, including but not limited to both technical information and business information relating to actual and anticipated research, development, manufacture, procurement, accounting, engineering, manufacturing and design. Proprietary Information shall not include: (A) information that is now or hereafter becomes, through no act or omission of Contractor, generally known to the public or in the public domain; (B) information that was acquired by Contractor prior to entering into this Agreement and without restriction on the information’s use and disclosure; (C) information that has been or is hereafter received by Contractor from a third party who has rightly and lawfully disclosed the information to Contractor; and (D) information that Contractor independently develops without use of Taivara’s Proprietary Information and other than by performing Services hereunder. With respect to Proprietary Information and/or other information that Contractor

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learns or develops in the course of Contractor's relationship with Taivara or while performing Services hereunder, Contractor agrees as follows: (i) Contractor will hold it in strict confidence and not disclose it to others nor make use of it, except as necessary to or in carrying out its duties hereunder, either during the Term of this Agreement or at any time thereafter, or as required to comply with a court order or lawful subpoena; (ii) it shall be the exclusive property of Taivara and shall remain in possession of Taivara and on the premises of Taivara (unless expressly authorized in advance by Taivara in writing or as necessary to carry out the terms of this Agreement); (iii) all files, letters, memos, reports, sketches, drawings, or other written material containing it, which are now or will come into Contractor's custody or possession, either directly or indirectly, shall be and are the exclusive property of Taivara to be used by Contractor only in the performance of its duties hereunder, and all such records and copies thereof then in Contractor's custody or possession shall be delivered to Taivara upon the end of the Term of this Agreement; (iv) Contractor hereby assigns all copyrights, know-how, patents, rights to prosecute patents, source code, documentation, and any other intellectual property constituting Proprietary Information finally and irrevocably to Taivara; and (v) Contractor agrees to sign and abide by any and all documents that Taivara may require from time to time regarding Proprietary Information and the assignment thereof that are consistent with the foregoing provisions of this Section 3.a.

b. Overall Ownership. It is the parties' intention that during and upon completion of Contractor's performance under this Agreement, Taivara shall own and have (as between Taivara and Contractor) unrestricted access to and the unrestricted ability to use, duplicate, distribute, transfer, and modify all technology, know how, Proprietary Information and other intellectual property associated with the Services, without any further permission or release from Contractor. All Services provided, and any products or works developed, by Contractor hereunder shall be considered a "work made for hire" and the sole property of Taivara, whether or not Taivara seeks patent protection therefor. During and after the time Contractor performs Services or develops any products or works hereunder, Contractor shall assign (and does hereby assign) to Taivara such right, title and interest to such works, products and Services as is necessary for Taivara to have sole ownership of same. During and after the time Contractor performs Services or develops products or works hereunder, Contractor shall execute and deliver promptly to Taivara, at no cost to Contractor, any written instruments and do any other acts as reasonably may be necessary in the opinion of Taivara to obtain and maintain ownership in said Services, products and works.

c. Information Security. The Contractor agrees to take all commercially reasonable security precautions related to the performance of Services for Taivara. Contractor shall protect the confidentiality, integrity and availability of Taivara and Taivara customer information resources and systems including, without limitation, account codes, passwords, user identifications and other data, code, or credentials provided to the Contractor ("**Taivara Information**"). Contractor shall immediately notify Taivara in the event of any loss, theft, unauthorized disclosure or use of any Taivara Information or Proprietary Information. Contractor shall immediately notify Taivara if Contractor has reason to believe that access to Taivara Information or Proprietary Information is no longer secure for any reason.

d. Background screening. Contractor agrees that information contained in this Agreement, or otherwise disclosed by Contractor during the Term of this Agreement, if any, may be used for the purposes of obtaining and evaluating background reports on Contractor or Contractor provided resources.

e. Confidentiality. The Contractor shall not, without the prior written consent of Taivara, share any Taivara Information or Proprietary Information, or use Taivara's name in any advertising or promotional literature or publish any articles relating to Taivara, this Agreement, or the Services. The Contractor shall not otherwise refer to the retention of Contractor to render Services hereunder.



4. Non-Compete.

(a) Covenant. During the Term and for one (1) year after the termination of this Agreement for any reason, Contractor shall not, without the prior written consent of Taivara, directly or indirectly, for any reason:

(i) divert or attempt to divert from Taivara any customer or business whatsoever; or

(ii) solicit or attempt to solicit any employee or contractor of Taivara to terminate employment or contractual relationship with Taivara, or employ any person who was employed by Taivara during the Term.

(b) Acknowledgments. With respect to the restrictions contained in this Section 4, Contractor acknowledges that:

(i) These restrictions are needed to reasonably protect the legitimate business interests of Taivara. Contractor acknowledges and agrees that this covenant is an essential element of this Agreement and Taivara would not have provided the consideration under this Agreement without it being included. Contractor also acknowledges and agrees that the above restrictions prohibit such activity both directly and indirectly by Contractor including, without limitation, acting as a principal, consultant, owner, shareholder, director, officer, partner, member, advisor, agent, or financier of any entity which is or which is about to engage in those activities described above.

(ii) These restrictions are reasonable in scope and limitation in light of the business interests of Taivara. However, should any provisions of this covenant be determined to be invalid, illegal, or otherwise unenforceable to its full extent, or if any such restriction is found by a court of competent jurisdiction to be unreasonable under applicable law, then the restriction shall be enforced to the maximum extent permitted by law, and Contractor hereby consents and agrees that such scope of protection, time, or geographic area (or any one of them, as the case may be) shall be considered amended in whatever manner considered reasonable by such court and may be judicially modified accordingly in any proceeding brought to enforce such restriction.

(iii) The validity, legality and enforceability of other restrictions shall not be affected by any judicial modification.

(c) Extension of Covenant. If either Contractor or Taivara commences litigation relating to the enforcement of this non-compete covenant and if Taivara ultimately prevails on the merits of said litigation, then the duration of this covenant shall be extended by the amount of time of any such litigation.

5. Duration and Termination.

a. Term. This Agreement shall be effective as of the date first written above and shall continue in force until the end of the term specified on Exhibit A, unless sooner terminated as provided herein (the “**Term**”). The rights and obligations set forth in Sections 2.a, 3, 4, 5.b, 5.d, 7.b, 7.c, and 7.d shall survive the termination of this Agreement for any reason.

b. Termination for Convenience. Contractor may terminate this Agreement for its convenience by giving Taivara written notice at least thirty (30) days prior to the effective date of termination. Taivara may terminate this Agreement for its convenience by giving Contractor written notice at least thirty (30) days prior to the effective date of termination. Upon any termination of this



Agreement for either party's convenience, Taivara shall pay to Contractor all fees owed to Contractor hereunder through the date of termination.

c. Termination for Cause. Taivara reserves the right to terminate this Agreement upon thirty (30) days notice for Cause. For purposes of this Agreement, for "Cause" shall mean: (i) breach of a material provision of this Agreement by Contractor, provided Contractor has not cured such breach during such thirty (30) day notice period; (ii) Contractor's breach of its obligations pursuant to Sections 3.a. or 4.a., in which case Taivara may immediately terminate this Agreement. Upon the termination of this Agreement by Taivara for Cause, Taivara shall pay to Contractor all fees owed to Contractor hereunder until the date that the Cause reason arose.

6. Relationship of the Parties. The parties hereto are and shall be, with respect to the subject matter of this Agreement, independent contractors of one another, and nothing herein shall be deemed to create an agency, partnership, employment, or joint venture relationship between the parties. As an independent contractor, each party understands and agrees that neither party nor any of its employees or contractors are entitled to any pension, bonus, health or other similar benefits which may be available to full-time employees of the other party. Neither party has authority to enter into contracts or agreements on behalf of the other party.

7. Insurance and Indemnification

a. Contractor is solely responsible for any and all claims of any nature for damage or loss of property or for personal injury, including death, which may arise from or relate to any of Contractor's actions or inactions, including but not limited to any claim by a third party that any Services, products, works or information provided by Contractor hereunder infringe a patent, copyright or other proprietary right of any third party.

b. Subject to Section 7.d, Contractor shall indemnify, defend and hold harmless Taivara, its officers and employees against and from all liability and loss, and against all claims and action, including but not limited to court costs and attorneys' fees, based on or arising out of any claim by a third party for: (i) injury or death to persons; or (ii) damage to or loss of property, to the extent caused by acts or neglect of Contractor in connection with the performance of this Agreement or caused by the breach of this Agreement by Contractor.

c. Subject to Section 7.d, Taivara shall indemnify, defend and hold harmless Contractor, its officers and employees against and from all liability and loss, and against all claims and action, including but not limited to court costs and attorneys' fees, based on or arising out of any claim by a third party for: (i) injury or death to persons; or (ii) damage to or loss of property, to the extent caused by acts or neglect of Taivara in connection with the performance of this Agreement or caused by the breach of this Agreement by Taivara.

d. The indemnification obligations of each party set forth in Section 7.b. and 7.c. above shall be limited to an amount equal to the sum of all fees paid by Taivara to Contractor pursuant to Exhibit A of this Agreement. This limitation shall not apply to any indemnification obligations arising from a party's gross negligence, willful misconduct, or intentional breach of the other party's intellectual property rights. Each party's indemnification obligations under this Section 7 are subject to the other party (i) promptly providing notice of the claim to the other party stating (x) the reasons for the claim in reasonable detail and (y) the amount of the claim reasonably estimated to the extent known in good faith, and (ii) allowing the indemnifying party to control the defense or settlement of such claim.



e. Contractor is responsible for purchasing and maintaining, at Contractor's sole expense, during the entire Term of this Agreement, insurance adequate to protect and/or indemnify Taivara for any action or inaction of Contractor.

8. Compliance with Law; Taxes. Contractor shall, at all times during the Term of this Agreement and at its own expense, comply with all applicable federal, state, and local laws, rules and regulations, and shall maintain in force all licenses and permits required for performance under this Agreement. Contractor is responsible for the payment of all required taxes, whether Federal, state, or local in nature, including, but not limited to, income taxes, social security taxes, unemployment compensation taxes, and any other fees, charges, licenses, or other payments required by law.

9. Other Agreements. By signing this Agreement, each party represents and warrants to the other party that it is not bound by any other agreement, written or oral, which would preclude it from entering into this Agreement. This Agreement may only be modified by a writing signed by the authorized representatives of both parties.

**IN WITNESS WHEREOF**, each party hereto has caused this Agreement to be executed by a duly authorized officer of such party as of the date first set forth above.

**Taivara Ltd**

By: \_\_\_\_\_

Its: \_\_\_\_\_

**Contractor**

Name: Grant Wilson

Signature: 

Address: R3 62 Imam Haron, Claremont

Cape Town, Western Cape, South Africa

Email: sailorcatvr@gmail.com

Phone: 073 273 5920



## **Exhibit A**

### **Services to be Performed by Contractor:**

Contractor shall provide Client with its expertise for the purposes of software quality assurance testing, consulting and training.

Contractor shall report weekly the number of hours of work performed in the prior week.

Contractor shall undertake any other lawful and reasonable tasks as are assigned by Taivara management, provided such other tasks regard application development or Taivara customer products.

### **Fees:**

\$50 per hour.

### **Term:**

Start date: July 1, 2024.

End date: July 1, 2026.

Renewal periods: As mutually agreed by Contractor and Taivara.

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