

INDEPENDENT CONTRACTOR AGREEMENT

Mowur Technologies LLC (“COMPANY”), a Georgia Limited Liability Company, wishes to retain the services of [REDACTED], (“CONTRACTOR”) whose address is [REDACTED] and whose Social Security Number is [REDACTED], as an independent contractor providing services to COMPANY.

WHEREAS, COMPANY is engaged in the design, production, and development of proprietary technology that provides a variety of functionalities to the COMPANY’s customer through its proprietary technology platform which connects those in need of lawn care services with individuals who provide lawn care services; and

WHEREAS, CONTRACTOR desires to provide lawn care services for the COMPANY, the general public, or others, as an independent contractor in accordance with the terms of this Agreement.

In consideration of the mutual promises set forth below, COMPANY and CONTRACTOR agree as follows:

1. Term of this Agreement.

This Agreement will become effective on [REDACTED], 20[REDACTED], and will continue in effect unless terminated in accordance with the provisions set forth in Paragraph 19 below.

2. Services to Be Performed. CONTRACTOR agrees to provide the following services in connection with CONTRACTOR’s relationship with the COMPANY: full service lawn care, including, but not limited to, lawn mowing, edging, and blowing debris from pavement.

3. Contractor’s Responsibility. CONTRACTOR agrees to perform all services in a workmanlike manner. CONTRACTOR will conduct his or her business so as to maintain and increase the goodwill and reputation of COMPANY. Since CONTRACTOR is not an employee of the COMPANY, CONTRACTOR is fully responsible for the payment of all applicable social security, unemployment compensation, worker’s compensation insurance, disability insurance, federal taxes, state taxes, and any and all of the tax payments as required by the State of Georgia, state of residence, and the Federal Government.

4. Compensation. COMPANY shall pay to CONTRACTOR a commission equal to 85% of the

gross revenues resulting from all services provided by CONTRACTOR during the term of this Agreement. CONTRACTOR will be paid by the job for work completed during each contractual term of the Independent Contractor Agreement. CONTRACTOR will not be paid a salary or hourly rate of any kind.

5. Expenses and Costs of Doing Business. CONTRACTOR shall pay all of his or her business expenses, costs of any and every kind, and shall furnish his or her own transportation. No business expenses or costs incurred by the CONTRACTOR will be reimbursed by COMPANY. CONTRACTOR bears all costs associated with the performance of and equipment necessary for performance of the services as described above in Paragraph 2.

6. Insurance and Indemnification. CONTRACTOR shall be responsible for carrying adequate personal and liability insurance coverage to protect CONTRACTOR and COMPANY for acts of CONTRACTOR. COMPANY shall not be liable to CONTRACTOR for any expenses incurred by or judgments rendered against CONTRACTOR.

7. Contractor Status. The relationship between COMPANY and CONTRACTOR under this Agreement shall be that of an independent contractor. COMPANY shall request services of CONTRACTOR from time to time as needed by COMPANY. Parties acknowledge that CONTRACTOR offers his or her services to the general public, may perform similar services for other companies, and may be retained or employed by other companies. Nothing contained in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between COMPANY and CONTRACTOR, or any employee or agent of CONTRACTOR.

8. Contractor's Freedom to Accept or Refuse. CONTRACTOR is free to accept or refuse assignments which CONTRACTOR is offered by COMPANY. Likewise, COMPANY is under no obligation to CONTRACTOR to offer CONTRACTOR a particular assignment or to otherwise provide CONTRACTOR with work.

9. Contractor's Freedom to Perform Services for Others. In addition to assignments provided by COMPANY, CONTRACTOR shall be free to exercise CONTRACTOR's own judgment as to those from whom CONTRACTOR shall seek additional business.

10. Manner of Performance. CONTRACTOR shall only receive a description from COMPANY as to the assignment to be performed. The parties acknowledge and agree that CONTRACTOR has ultimate control of the time, manner, and methods necessary to perform the services described in Paragraph 2 above. COMPANY does not have supervisory authority over the time, manner, or methods of performance of the services provided by CONTRACTOR.

COMPANY has only outlined the nature and desired results of CONTRACTOR's services.

CONTRACTOR agrees to devote the time necessary to satisfactorily perform the services outlined in Paragraph 2 above. CONTRACTOR agrees to perform the services outlined in Paragraph 2 above in a timely manner based on the customer's service request. COMPANY retains the right to confirm that the expected standards of CONTRACTOR's performance are met and results achieved, as well as to call to CONTRACTOR's attention and to direct correction of any deviation from the expected standards or results. COMPANY may approve or disapprove of the quality of services provided by CONTRACTOR at its sole discretion

11. Delegation of Duties. CONTRACTOR may delegate or assign services to others with whom COMPANY has no contractual relation. COMPANY shall only be responsible for compensating CONTRACTOR for jobs completed, and shall not be liable for compensating the assignees or delegees of the CONTRACTOR who may have performed services at the request of the CONTRACTOR.

12. No Training Provided. COMPANY provides no training to CONTRACTOR, and no further training is required beyond the knowledge initially held when this Agreement was entered into.

13. Provision of Equipment. CONTRACTOR agrees to provide all equipment and tools necessary for CONTRACTOR's business, including but not limited to vehicles, cellular telephones, and lawn care equipment.

14. Payment of Taxes, Fees, etc. CONTRACTOR shall be solely responsible for the reporting and payment of all pertinent federal, state or local taxes, licensing fees, and any other taxes or assessments levied by any governmental authority, as well as for all other pertinent liabilities or payments. Should this Agreement be declared null and void or unenforceable for any reason, CONTRACTOR agrees to indemnify COMPANY for any and all federal, state or local taxes, licensing fees or any other taxes or assessments levied by any governmental authority for which COMPANY may be held liable as a result.

15. Indemnification. CONTRACTOR shall protect and hold COMPANY, its principals, officers, directors, partners, agents, affiliates, related entities, clients, and employees, harmless against any claim, demand, loss, damage or expense, arising out of the actions of CONTRACTOR in carrying out his or her duties hereunder, including, but not limited to, cost of defense and reasonable attorney fees of COMPANY. CONTRACTOR agrees to list COMPANY as an additional named loss payee and to cause CONTRACTOR's liability insurance carrier to maintain such defense on behalf of COMPANY and to pay any judgment or award for injuries or

damages of any and every kind caused by the acts or omissions of CONTRACTOR.

CONTRACTOR also agrees that CONTRACTOR shall hold COMPANY, its principals, officers, directors, partners, agents, affiliates, related entities, clients, and employees harmless for the payment of any and all pertinent federal, state, or local self-employment or income taxes, or other assessments levied by governmental authorities on any earnings made as a result of CONTRACTOR's independent contractor relationship with COMPANY, and from any and all claims under workers' compensation laws, unemployment compensation laws and relating to any disability taxes. CONTRACTOR agrees to reimburse COMPANY for any claim or assessment by any taxing authority.

16. Confidentiality. CONTRACTOR hereby acknowledges that COMPANY shall or may, in reliance of this Agreement, provide CONTRACTOR access to confidential and proprietary information, knowledge, or data of or relating to COMPANY, its clients, or its trade secrets, and that the provisions of this Agreement are reasonably necessary to protect COMPANY and its good will. Such Confidential Information includes, but is not limited to, customer lists, sales materials of COMPANY, pricing information and techniques, customer and prospective customer lists, business and marketing strategies, profit margins, customer preferences and requirements, records, memoranda, product design information and files (herein after collectively referred to as "Confidential Information"). CONTRACTOR acknowledges that such Confidential Information and trade secrets shall remain the sole property of COMPANY, shall not be copied without written permission, and shall be immediately returned to COMPANY upon termination of this Agreement or at any time upon COMPANY's request. Confidential information does not include public information known by CONTRACTOR prior to entering this Agreement with COMPANY.

CONTRACTOR further agrees, during the term of his relationship with COMPANY, and forever thereafter, CONTRACTOR shall not divulge or make use of any Confidential Information, directly or indirectly, personally or on behalf of any other person, business, corporation, or entity without prior written consent of COMPANY. This covenant is not intended to, and does not limit in any way the rights and remedies provided to COMPANY under common or statutory law.

CONTRACTOR recognizes and understands that COMPANY may not have any adequate remedy at law for the breach or threatened breach by CONTRACTOR of this Confidentiality promise, and CONTRACTOR agrees that any such breach would cause irreparable harm to COMPANY and its business. CONTRACTOR agrees that COMPANY may, in addition to the other remedies which may be available to it, file a suit in equity to enjoin CONTRACTOR from violation and breach of this Agreement. In the event that CONTRACTOR violates this

Confidentiality promise resulting in COMPANY having to file suit to enjoin the CONTRACTOR, CONTRACTOR shall be liable to pay all costs, including reasonable attorneys' fees, which COMPANY may incur in enforcing, to any extent, the Confidentiality and Non-Solicitation provisions of this Agreement, whether or not litigation is actually commenced, and including litigation of any appeal taken or defended by COMPANY in any action to enforce this Agreement. Additionally, the terms and conditions of this Paragraph shall survive the termination of this Agreement.

17. COMPANY Employees and/or Other Independent Contractors. While engaged by COMPANY, and for a period of one year following the termination of this Agreement, CONTRACTOR will not directly or indirectly solicit or attempt to solicit any employee or other independent contractor of COMPANY for the purpose of encouraging, inciting, or causing said employee or other independent contractor to terminate their relationship with COMPANY.

18. Disagreements and Disputes. Any claim that otherwise would have been decidable in a court of law – whether under local, state, federal law or otherwise – will instead be decided by arbitration. The claims covered by this Agreement include, but are not limited to, the enforceability and/or interpretation of this Agreement; whether a claim is arbitrable; claims for compensation due; claims for breach of any contract or covenant (express or implied); claims for personal, physical, or emotional injury, or for any tort; claims for discrimination or harassment (including, but not limited to, race sex, religion, national origin, age, sexual orientation, gender identity, or medical condition or disability); claims for “whistleblowing” or retaliation; and claims for violation of any federal, state, or other governmental law, statute, regulation, or ordinance. CONTRACTOR and the COMPANY agree that final and binding arbitration shall be the sole and exclusive remedy for resolving any claims covered by this Agreement, instead of any court action, which is hereby expressly waived. The only exception to the requirement of binding arbitration shall be for claims arising under the National Labor Relations Act (which are brought before the National Labor Relations Board), claims for workers' compensation benefits, claims for unemployment compensation, or claims that may not be arbitrated according to federal or state law.

CONTRACTOR and the COMPANY agree and acknowledge that any claims brought by CONTRACTOR or the COMPANY shall only be in an individual capacity and neither CONTRACTOR nor the COMPANY can bring claims as a class member in any purported class, collective, or representative proceeding, including actions brought pursuant to Fed. R. Civ. P. 23, 29 U.S.C. 216 or analogous state class action procedures. No Arbitrator shall have authority under this agreement to order any class, collective, or representative action In addition to requirements imposed by law, any arbitrator herein shall be a retired judge (or other similarly qualified individual with arbitration experience as mutually agreed to by the parties), and shall be

subject to disqualification on the same grounds as would apply to a judge of such court. All federal rules of pleading, all federal rules of evidence, all federal rights to discovery, and all rights to resolution of the dispute by means of motions for summary judgment and judgment on the pleadings shall apply. Resolution of the dispute shall be based solely upon the law governing the claims and defenses set forth in the pleadings, and the arbitrator may not invoke any basis (including but not limited to, notions of “just cause”) other than such controlling law. The arbitrator shall have the immunity of a judicial officer from civil liability when acting in the capacity of an arbitrator, which immunity supplements any other existing immunity. Likewise, all communications during or in connection with the arbitration proceedings are privileged. As reasonably required to allow full use and benefit of this Agreement, the arbitrator shall extend the times set for the giving of notices and setting of hearings. Awards shall include the arbitrator's written reasoned opinion. Nothing contained in this paragraph shall limit the right of the COMPANT to seek equitable relief as set forth in Paragraph 16 above. Should any term or provision, or portion thereof, be declared void or unenforceable it shall be severed and the remainder of this agreement shall be enforceable. CONTRACTOR UNDERSTANDS AND AGREES TO THIS BINDING ARBITRATION PROVISION, AND BOTH CONTRACTOR AND company GIVE UP THEIR RIGHT TO TRIAL BY JURY OF ANY CLAIM CONTRACTOR OR COMPANY MAY HAVE AGAINST EACH OTHER..

19. Termination of Agreement. This Agreement is terminable at the will of either party, but each party must give the other party seven (7) days’ written notice prior to terminating the Agreement. COMPANY also retains the right to terminate this Agreement immediately (without notice) for the following reasons: (i) upon loss of an account; (ii) by request of a client due to poor service by CONTRACTOR; (iii) where quality control inspections by COMPANY reveal poor service provided by CONTRACTOR; (iv) in the event of the bankruptcy or insolvency of either party to this Agreement.

20. Severability of Clauses. It is mutually understood and agreed that all agreements and covenants contained herein are severable, and that in the event any of them shall be held to be invalid by any competent court, such invalid provisions shall be revised and rewritten with such limitations as to be enforceable, and the same shall be construed on that basis, and the Agreement shall survive.

21. Entire Understanding. This Agreement constitutes the entire Agreement and understanding between CONTRACTOR and COMPANY. This Agreement shall not be modified, altered, changed or amended in any respect unless in writing and signed by both parties.

22. No Waiver. Failure of either party to enforce any provision of this Agreement shall not be

construed as a waiver thereof or as excusing the other party from future performance.

23. Assignability. The terms and provisions of this Agreement shall inure to the benefit of and be binding upon the parties hereto, their respective heirs, legatees, executors, administrators, successors, and assigns.

24. Applicable Law. This Agreement shall be construed in all respects in accordance with and shall be governed by the laws of the State of Georgia.

25. Contractor Acknowledgment. CONTRACTOR hereby acknowledges that he or she has reviewed and understands each and every provision of this Agreement.

The parties hereby enter into this Agreement, this [redacted] day of [redacted], 20[redacted].

Mowur Technologies LLC .
("COMPANY")

[redacted]
("CONTRACTOR")

[redacted]
Signature

[redacted]
Signature

[redacted]
Name

[redacted]
Name

[redacted]
Title

[redacted]
Title

[redacted]
Date

[redacted]
Date