



## Infodriver Inc.

Registration No. 155708288

<https://infodriver.capital> / [team@infodriver.io](mailto:team@infodriver.io)

Advanced Tower, 1st Floor, Panama City, Panama, 0801

# CONTRACTOR AGREEMENT

Month\_\_Date\_\_2021

## TERM SHEET

The Client proposes to the Contractor the following collaboration terms in the Term Sheet below:

<b>Contractor</b>	_____
<b>Client</b>	Infodriver ( <b>Infodriver Inc</b> , a company incorporated under the laws of Panama with a registry code 155708288 with a registered address at Advanced Tower, 1st Floor, Panama City, Panama, 0801)
<b>Services</b>	<p>The Contractor and the Client (together – the “<b>Parties</b>” and each separately – the “<b>Party</b>”) have agreed that the Contractor may provide the following services to Infodriver:</p> <ul style="list-style-type: none"><li>• Expanding the Infodriver network and brand in social media;</li><li>• Selling products of Infodriver (including IDR Utility token and Liquidity Partnership Investments);</li><li>• Introduce “Clients “ to promote their products via digital marketing campaigns globally.</li></ul>
<b>Start Date</b>	Month__Date__2021
<b>End Date</b>	Month__Date__2022

<b>Term Sheet Period of Validity</b>	12 months unless terminated early as per below or extended through a new agreement
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<b>Early Termination</b>	<ul style="list-style-type: none"> <li>● This Term Sheet may be terminated at any moment during its period of validity mentioned above by a mutual agreement or unilaterally without cause by either party by giving a 3-day prior written notice to the other party;</li> <li>● This Term Sheet may be also terminated unilaterally by the Client by giving a 3-day prior written notice to the Contractor in case of violation by the Contractor of any provisions of this Term Sheet (including but not limited to the Non-Disclosure Agreement attached hereto as Schedule 1);</li> <li>● Any client introduction that was made and was finalised with an agreement that is paid or will be paid by the new client should also result in payment of the introduction fee to the contractor even after the termination of this contract.</li> </ul>
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<b>Service Fee</b>	<p>-5% from sales amount for bringing Infodriver a warm lead for any <b>Infodriver Products</b>;</p> <p>The Service Fee shall be paid by the Client to the Contractor within 15 business days from:</p> <ul style="list-style-type: none"> <li>● the end of the month, in which they were rendered by the Contractor - if the services were rendered by the Contractor to the Client during the full month; or</li> <li>● the last day of rendering services by the Contractor under this Term Sheet - in case of early termination of this Term Sheet by either party (unless such early termination is due to the Contractor's violation of this term sheet).</li> </ul>
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<b>Non-Disclosure</b>	The Contractor and the Client undertake to execute simultaneously with this Term Sheet the Non-Disclosure Agreement, the form of which is attached hereto as Schedule 1 and makes an integral part of this Term Sheet
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<p><b>Non-Solicitation</b></p>	<ul style="list-style-type: none"> <li>• For the period of twelve months after termination of this Term Sheet, irrespective of the reasons for which the Agreement has been terminated, the Contractor shall not without prior written consent of the Client do any of the following in the United States, Europe, Asia and/or contact any “Clients” of the Contractor, entice present employees, contractors, shareholders, directors, officers, and representatives (“<b>Engaged persons</b>”) of the Client and/or companies affiliated with the Client or persons who in the period of two years preceding the termination of Contractor’s engagement have been or were employed by and/or rendered services to the Client and/or the companies affiliated with the Client to terminate their engagement and/or to hire such present or former Engaged persons; and/or</li> <li>• contact the clients of the Contractor, the Client’s sponsors and partners of any type, and its technical, marketing, PR, legal and/or regulatory advisors/contractors of any type rendering services to the Client and/or its affiliates.</li> </ul>
<p><b>No Obligation to Enter into Further Agreements</b></p>	<p>Each Party acknowledges and agrees that this Term Sheet is not intended to create any legally binding obligations on the parties with respect to any transaction other than the transactions contemplated by this Term Sheet, and does not create any such legally binding obligations of any kind whatsoever with respect to entering into any potential transactions between the parties. For the avoidance of doubt, upon expiry of the period of validity of this Term Sheet the Parties may but are not in any way obliged to enter into negotiations of another agreement governing relations between them.</p>
<p><b>No Special Duties</b></p>	<p>Neither the discussions or negotiations between the parties hereto nor this Term Sheet is intended to, and they do not, create any fiduciary or other special duties or other obligations between the parties hereto in any respect, including any implied covenant of good faith or fair dealing</p>
<p><b>Independent Contractors</b></p>	<p>The relationship of the Contractor and the Client established by this term sheet is that of independent contractors. Nothing in this Term Sheet shall be construed to create any agency or employment relationship between the Contractor and the Client or any of its employees. Neither party shall have any right, power or authority to assume, create or incur any expense, liability or obligation, express or implied, on behalf of the other.</p>

***This Term Sheet is open for acceptance by countersigning and returning to the Client a signed copy of this Term Sheet not later than at 8 pm CET of the 3<sup>rd</sup> day following the date of Month\_\_\_Date\_\_\_2021 Upon countersigning and returning the Term Sheet, the Contractor agrees to be bound by its terms and understands that its provisions shall constitute a legally binding agreement between him and the Client.***

***This Term Sheet replaces and supersedes any previous agreement between the parties.***

This Term Sheet will be governed by and construed in accordance with Estonia law without regard to conflict of laws provisions, and the Parties irrevocably submit any dispute in relation to this Term Sheet to the non-exclusive jurisdiction of the Estonia courts.

**SIGNATURES OF THE PARTIES:**

**SIGNED** by the CLIENT

**SIGNED** by CONTRACTOR

.....Kirill Mishanin..... Name

..... Name

..... Date

..... Date

..... Signature

..... Signature

## Schedule 1 to the Term Sheet

### NON-DISCLOSURE AGREEMENT

This Nondisclosure Agreement (this "**Agreement**"), effective *Month* \_\_\_ *Date* \_\_\_ 2021 ("**Effective Date**"), is entered into by and between **Infodriver Inc.**, a company incorporated under the laws of Panama with a registry code 155708288 with a registered address at Advanced Tower, 1st Floor, Panama City, Panama, 0801 ("**Discloser**") and \_\_\_\_\_ residing at the address set forth on the signature page hereto or otherwise provided to the Discloser ("**Recipient**") (each herein referred to individually as a "**Party**" or collectively as the "**Parties**"). In consideration of the covenants and conditions contained herein and for other good and valuable consideration the receipt of which is hereby acknowledged, the Parties hereby agree to the following:

#### 1. PURPOSE

The Recipient is going to provide the Disclosure services, agreed on in the Term Sheet between the Parties, to which this Non-Disclosure Agreement is an integral part (the "**Opportunity**"), and in connection with the Opportunity, Disclosure has disclosed, and may further disclose to Recipient certain confidential technical and business information that Disclosed desires Recipient to treat as confidential. Without limiting the foregoing, the Opportunity shall also include the matters, if any, set forth in the **Appendix** attached hereto.

#### 2. CONFIDENTIAL INFORMATION

A. *Definition.* "**Confidential Information**" means any information disclosed by Disclosure to Recipient, including any information disclosed prior to the Effective Date, either directly or indirectly in writing, orally or by inspection of tangible objects (including, without limitation, research, product plans, products, services, equipment, customers, markets, software, inventions, processes, designs, drawings, hardware, formulations, specifications, product configuration information, marketing and finance documents, prototypes, samples, data sets, and equipment), whether or not designated as "confidential" at the time of disclosure. Confidential Information may also include information of a third party that is in Disclosure's possession and is disclosed to Recipient under this Agreement.

Without limiting the foregoing, Confidential Information shall include the items, if any, set forth in the **Appendix** attached hereto. Unless the Disclosure provides its consent to the contrary, Confidential Information also includes the existence of this Agreement and its terms and the fact that Recipient is evaluating Discloser's Confidential Information.

B. *Exceptions.* Confidential Information shall not, however, include any information that Recipient can establish: (i) was publicly known or made generally available without a duty of confidentiality prior to the time of disclosure to Recipient by Disclosure; (ii) becomes publicly known or made generally available without a duty of confidentiality after disclosure to Recipient by Disclosure through no action or inaction of Recipient; or (iii) is in the rightful possession of Recipient without confidentiality obligations at the time of disclosure by Disclosure to Recipient as shown by Recipient's then-contemporaneous written files and records kept in the ordinary course of business.

C. *Compelled Disclosure.* If Recipient becomes legally compelled to disclose any Confidential Information, other than pursuant to a confidentiality agreement, Recipient will provide Disclosure prompt written notice of such disclosure and will assist Disclosure in seeking a protective order or another appropriate remedy. If Disclosure waives Recipient's compliance with this Agreement or fails to obtain a protective order or other appropriate remedy, Recipient will furnish only that portion of the Confidential Information that is legally required to be disclosed; provided that any Confidential Information so disclosed shall maintain its confidentiality protection for all purposes other than such legally compelled disclosure.

### **3. NON-USE AND NON-DISCLOSURE**

Recipients shall not use any Confidential Information for any purpose except to evaluate and engage in discussions concerning the Opportunity. Recipient shall not disclose any Confidential Information or permit any Confidential Information to be disclosed, either directly or indirectly, to any third party without Discloser's prior written consent.

### **4. MAINTENANCE OF CONFIDENTIALITY**

Recipients shall take reasonable measures to protect the secrecy of and avoid disclosure and unauthorized use of the Confidential Information. Without limiting the foregoing, Recipient shall take at least those measures it employs to protect its own most highly confidential information. Recipients shall not make any copies of the Confidential Information unless the same are previously approved in writing by Disclosure. Recipients shall reproduce Discloser's proprietary rights notices on any such authorized copies, in the same manner in which such notices were set forth in or on the original. Recipient shall immediately notify Disclosure of any unauthorized use or disclosure, or suspected unauthorized use or disclosure, of Confidential Information.

### **5. NO OBLIGATION**

Nothing in this Agreement shall obligate either Party to proceed with any transaction between them, and each Party reserves the right, in its sole discretion, to terminate the discussions contemplated by this Agreement concerning the Opportunity. Nothing in this Agreement shall be construed to restrict Discloser's use or disclosure of its own Confidential Information.

### **6. NO WARRANTY**

ALL CONFIDENTIAL INFORMATION IS PROVIDED "AS IS." DISCLOSURE MAKES NO WARRANTIES, EXPRESS, IMPLIED OR OTHERWISE, REGARDING THE ACCURACY, COMPLETENESS OR PERFORMANCE OF ANY CONFIDENTIAL INFORMATION, OR WITH RESPECT TO NON-INFRINGEMENT OR OTHER VIOLATION OF ANY INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY OR OF RECIPIENT.

### **7. RETURN OF MATERIALS**

All documents, computer code, algorithms and other tangible or intangible objects containing or representing Confidential Information and all copies or extracts thereof or notes derived therefrom that are in the possession or control of Recipient shall be and remain the property of Disclosure and shall be promptly

returned to Disclosure or permanently destroyed (with proof of such destruction) from all Discloser's computers, other electronic devices, Disclosure's network-attached and cloud storages, and portable memory devices, each upon Discloser's request.

#### **8. NO LICENSE**

Nothing in this Agreement is intended to grant any rights to Recipient under any intellectual property right of Disclosure, nor shall this Agreement grant Recipient any rights in or to the Confidential Information except as expressly set forth in this Agreement.

#### **9. TERM**

The obligations of Recipient under this Agreement shall survive until such time as all Confidential Information disclosed hereunder becomes publicly known or made generally available through no action or inaction of Recipient or 1 year after the Effective Date, whichever is later.

#### **10. REMEDIES**

If Recipient commits a breach, or threatens to commit a breach, of any of the provisions of this Agreement, the Disclosure shall have the right and remedy to have the provisions of this Agreement specifically enforced by any court of competent jurisdiction, it being acknowledged and agreed that any such breach or threatened breach will cause irreparable injury to the Disclosure and that money damages will not provide an adequate remedy to the Disclosure. Such right and remedy shall be in addition to, and not in lieu of, any other rights and remedies available to the Disclosure under law or in equity.

#### **11. INDEMNITY**

Recipient hereby agrees that, promptly on Discloser's demand, it shall indemnify and hold Disclosure, its officers, directors, employees and contractors harmless, against any losses, claims, damages or liabilities, joint or several, to which Disclosure or such persons may become subject arising, directly or indirectly, to the extent they arise from actions taken by or omissions of, Recipient in connection with this Agreement or by the negligence or willful acts or omissions of Recipient.

#### **12. RECIPIENT INFORMATION**

Disclosure does not wish to receive any confidential information from Recipient, and Disclosure assumes no obligation, either expressed or implied, with respect to any information disclosed by Recipient to Disclosure.

#### **13. MISCELLANEOUS**

This Agreement shall bind and inure to the benefit of the Parties and their respective successors and permitted assigns; except that Recipient may not assign or otherwise transfer this Agreement, by operation of law or otherwise, (including by merger, reorganization, consolidation, change of control, or sale of all or substantially all of Recipient's assets to which this Agreement pertains), without written consent of Disclosure. Any assignment or transfer of this Agreement in violation of the foregoing shall be null and void. This Agreement will be interpreted and construed in accordance with the laws of Panama, without regard to conflict of law principles, and the parties irrevocably submit any dispute in relation to this Agreement to the non-exclusive jurisdiction of the Panama courts.

Recipient hereby represents and warrants that the persons executing this Agreement on its behalf have express authority to do so, and, in so doing, to bind Recipient thereto. Nothing contained in this Agreement shall imply any partnership, joint venture or agency relationship between the Parties and neither

Party shall have the power to obligate or bind the other in any manner whatsoever, except to the extent herein provided. This Agreement contains the entire agreement between the Parties with respect to the Opportunity and supersedes all prior written and oral agreements between the Parties regarding the Opportunity.

If a court or other body of competent jurisdiction finds any provision of this Agreement, or portion thereof, to be invalid or unenforceable, such provision will be enforced to the maximum extent permissible so as to effect the intent of the Parties, and the remainder of this Agreement will continue in full force and effect. No provision of this Agreement may be waived except by a writing executed by the Party against whom the waiver is to be effective. A Party's failure to enforce any provision of this Agreement shall neither be construed as a waiver of the provision nor prevent the Party from enforcing any other provision of this Agreement.

No provision of this Agreement may be amended or otherwise modified except by a writing signed by the Parties to this Agreement. The Parties may execute this Agreement in counterparts, each of which shall be deemed an original, but all of which together constitute one and the same agreement. This Agreement may be delivered by electronic or facsimile transmission, and electronic or facsimile copies of executed signature pages shall be binding as originals.

IN WITNESS WHEREOF, the Parties by their duly authorized representatives have executed this Non-disclosure Agreement as of the Effective Date.

**SIGNED** by the CLIENT

**SIGNED** by CONTRACTOR

.....Kirill Mishanin..... Name

..... Name

..... Date

..... Date

..... Signature

..... Signature



**Appendix to the Non-Disclosure Agreement of / /2021**

Pursuant to Section 1 of this Agreement, “**Opportunity**” has the meaning set forth therein and shall also include the following matters (if any):

Discussion regarding Discloser's ongoing and future projects and developments.

Pursuant to Section 2A of this Agreement, “**Confidential Information**” has the meaning set forth therein and shall also include the following information (if any):

- Disclosure's strategic plans, information about ongoing and future projects;
- Prospects, leads, current and prospective sales, CRM;
- Information regarding agents, listings, other services etc.;
- Sales process and know how.

**SIGNED** by the CLIENT

**SIGNED** by CONTRACTOR

.....Kirill Mishanin..... Name

..... Name

..... Date

..... Date

..... Signature

..... Signature