

INDEPENDENT CONTRACTOR AGREEMENT

This INDEPENDENT CONTRACTOR AGREEMENT is made by and between “**SIA ASYA**”, Reg No. 40203171916, a Latvian company located at Elizabetes iela 20, Riga, Latvia, and Salesconnector.com (“**Contractor**”), ROLL DIGITAL INC, 705 Gold Lake Dr Ste 250, Folsom, CA 95630, effective as of the date on which it is signed by SIA ASYA (“**Effective Date**”).

1. **Services.** The Contractor shall perform **sales agent services**. Services include sales lead generation in UNITED STATES for call centers and companies with sales or customer service teams of more than 20 employees. Companies must already use telephony services and audio or video call recording. They must be willing to explore the options to integrate pitchpatterns.com which is an SIA ASYA product in their workflow.

2. **Payments.**

(a) **Fee.** SIA ASYA shall pay the Contractor fixed fee of 1195 USD per month per each of sales agents assigned to the Services. Services shall not exceed 40 hours per week without the prior written approval of SIA ASYA.

(b) **Expenses.** When Contractor is required to travel on behalf of SIA ASYA to a location outside of his/her local work area and Contractor expenses are allowable under the terms of the applicable work, SIA ASYA shall reimburse Contractor for reasonable transportation and meal expenses incurred by Contractor.

(c) **Terms of Payment.** Contractor shall submit an invoice by the fifteenth day of each month for the previous month's activity. Each invoice shall specify the number of sales leads generated and number of hours worked by Contractor, and itemize any expenses for Contractor. Contractor expenses and expense receipts must accompany the relevant invoice. SIA ASYA shall pay all undisputed invoices within 30 days of receipt.

3. **Contractor Personnel.** Contractor shall exercise his/her best efforts to be available for the entire duration of the particular project(s) which s/he has agreed to perform.

4. **Independent Contractor.** The parties agree that it is their express intention that Contractor is an independent contractor and, as such, neither Contractor nor any employee of Contractor is nor shall hold themselves out to be an officer or an employee of SIA ASYA. As a consequence, the parties expressly agree that SIA ASYA is not responsible for withholding or deducting from its payments to Contractor any sums for federal or state income taxes or social security. Moreover, Contractor acknowledges that neither Contractor nor any of Contractor's employees shall be entitled to participate in or be covered by any of SIA ASYA's employee benefit plans or insurance coverages, including without limitation, its medical, dental, or vision plans; worker's compensation or disability insurance coverage; or pension or retirement plans. With respect to Contractor's employees, Contractor specifically agrees (a) to withhold and deposit on behalf of its employees any and all federal and state taxes and other payments lawfully due in connection with the compensation received pursuant to this Agreement; and (b) to comply with all applicable labor laws, including any laws governing timely payment of wages or payment of overtime. Contractor hereby agrees to indemnify and hold SIA ASYA harmless against any claim

or liability (including penalties) resulting from failure of Contractor to comply with Contractor's obligations under this provision.

5. Confidential Information.

(a) Definition. SIA ASYA acknowledges that Contractor is the owner of valuable know-how, methodologies and business information. Contractor acknowledges that SIA ASYA is the owner of valuable trade secrets, know-how, licenses and other proprietary and confidential information, including, without limitation, SIA ASYA's software, technical information and specifications, operations, business plans and strategies. Contractor further acknowledges that the services which SIA ASYA performs for its customers are confidential; that to enable SIA ASYA to perform these services, its clients furnish to SIA ASYA confidential information concerning their business affairs, finances, properties, methods of operation and other data; that the goodwill of SIA ASYA depends upon, among other things, keeping such services and information confidential and that unauthorized disclosure of the same would irreparably damage SIA ASYA; and that by reason of its duties hereunder, Contractor may come into possession of information concerning the services performed by SIA ASYA for its customers or information furnished by its clients to SIA ASYA ("Customer Information"), even though Contractor does not itself take any direct part in or furnish the services performed for those clients. All such information described in this paragraph, as well as the terms and conditions of this Agreement, shall hereinafter be referred to collectively as "Confidential Information."

(b) Non-Disclosure. Contractor and SIA ASYA agree to use the highest degree of care to protect the Confidential Information, including ensuring that Contractor or, if applicable, each of its employees with access to such Confidential Information have agreed in writing not to disclose such information, and that neither party nor its employees will at any time during or following the term of this Agreement, disclose, use, transfer, sell or otherwise disseminate any Confidential Information of the other party to any person whatsoever except as expressly agreed to in writing between the parties. Upon termination of this Agreement, each party will turn over to the other party all tangible manifestations of the other party's Confidential Information in its possession or under its control. Contractor agrees to exercise the same degree of care with any Customer Information in its possession and, upon termination of this Agreement, turn over to SIA ASYA all tangible manifestations of Customer Information in his/her possession or under his/her control.

6. Non-Solicitation.

(a) Employees. Neither party shall, during or for a period of 2 years following the term of this Agreement, directly or indirectly solicit for employment any employee of the other party.

7. Warranty. Contractor warrants that the services provided hereunder will be of professional quality conforming to generally accepted industry standards and practices. This warranty shall be valid for 180 days from the completion of the service provided.

8. FCPA. Contractor shall perform the Services hereunder in compliance with all applicable laws and regulations, including the federal, state and local laws of the United States and Israel and all regions or subdivisions thereof, and Contractor shall obtain all applicable permits and licenses required in connection with its obligations under this Agreement. Contractor will comply at all times with, and shall not cause SIA ASYA or its affiliates to violate, the provisions of the United

States Foreign Corrupt Practices Act (“**FCPA**”), the U.S. Travel Act, the U.S. domestic bribery statute contained in 18 USC §201, and all other anti-corruption laws and regulations applicable to Contractor’s business or the performance of this Agreement. Without limiting the generality of the foregoing, Contractor represents, warrants and covenants that it has not, and shall not at any time pay, give, or offer, promise, or authorize others to pay or give, any money (such as a bribe or kickback) or any other thing of value (such as an improper gift, hospitality, or favor), directly or indirectly to, or for the benefit of: (i) any employee, official, or agent of a government, a state-owned or affiliated entity or organization, a political party, a public international organization (such as the United Nations or the World Bank), or an instrumentality thereof; (ii) a political party or candidate for political office; or (iii) any other person, firm, corporation or other entity, for the purpose of obtaining, retaining, or directing any business, regulatory approval, or other improper advantage, in connection with Contractor’s business or the performance of this Agreement. Contractor shall cause its employees and contractors to comply with this provision. Contractor understands and acknowledges that any violation of this Section shall constitute a material breach and will entitle SIA ASYA to terminate this Agreement immediately for just cause and/or seek all legal remedies, including injunctive relief against as well as indemnities from Contractor for all related damages.

9. Insurance. During the term of this Agreement, Contractor agrees to hold, pay for and maintain any applicable insurance policies as may be required by law.

10. Indemnification. Each party shall indemnify and hold the other party harmless against any claim, liability, demand, loss, expense, cost or damage (including reasonable attorneys’ fees) arising out of its breach of any of its representations, warranties or obligations set forth herein.

11. Limitation of Liability. In no event shall either party be liable for any indirect, incidental, special or consequential damages, or damages for loss of profits, revenue, data or use, incurred by either party or any third party, whether in an action in contract or tort, even if such party has been advised of the possibility of such damages. A party’s liability for direct damages hereunder shall in no event exceed five (5) times the amount of fees paid by SIA ASYA to Contractor under this Agreement.

12. Promotion. Contractor agrees that during and after the term of this Agreement, he/she will not, without the prior written consent of SIA ASYA in each instance, use in advertising, publicity or otherwise, SIA ASYA’s name or the name of any SIA ASYA partner or employee, or any trade name, trademark, trade device, service mark or symbol owned by SIA ASYA, or any abbreviation, contraction or simulation thereof, except as required to perform its obligations hereunder.

13. Assignment. This Agreement is for personal services and Contractor may assign neither the Agreement nor the services to be performed hereunder.

14. Term and Termination. This Agreement shall commence on the Effective Date and shall have a term of one year. The parties may extend this Agreement for additional one year terms by mutual written agreement. Either party may terminate this Agreement upon 30 days’ advance written notice; provided, however, that in the event of termination, SIA ASYA is obligated to pay only for services rendered by Contractor prior to termination. Notwithstanding anything in the foregoing to the contrary, Contractor may not terminate this Agreement with respect to services or

projects that it has previously agreed in writing to perform. Upon termination of this Agreement, Contractor shall deliver to SIA ASYA all Works, tangible manifestations of Confidential Information and SIA ASYA property in its possession or under its control.

15. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia (United States) except those relating to conflict of laws. THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS SHALL NOT APPLY TO THIS AGREEMENT IN WHOLE OR IN PART.

16. Notices. All notices and other communications herein provided for shall be in writing and delivered personally or sent by overnight courier of national repute or registered or certified mail, return receipt requested, to the parties at their respective addresses as set forth below or to such other address as either party shall give to the other party in the manner provided herein for giving notice. Notice delivered personally shall be considered given at the time it is delivered. Notice by overnight courier or mail shall be considered given on the date received. In any case, such notice shall be addressed as follows:

If to Contractor: ROLL DIGITAL INC
705 Gold Lake Dr Ste 250, Folsom, CA 95630
Attn: Shayna Miller

If to SIA ASYA: SIA ASYA Incorporated
Elizabetes iela 20, Riga, Latvia,
LV-1050,
Latvia
Attn: Evalds Urtans

17. Waiver; Validity: Entire Agreement. No waiver of any provision of this Agreement shall be deemed to be a waiver of another provision or a future waiver of the same provision. If any term or provision of this Agreement is deemed invalid or unenforceable, such term or provision shall not invalidate the rest of this Agreement, which shall nonetheless remain in full force and effect as if such invalidated or unenforceable term or provision had not been made a part of this Agreement. This Agreement constitutes the entire understanding between the parties with respect to performance of the Services by Contractor and supersedes all prior agreements and understandings with respect to the subject matter of this Agreement. This Agreement may be amended, but only by a subsequent written agreement signed by both parties

IN WITNESS WHEREOF, the parties hereto have executed this Independent Contractor Agreement as of the Effective Date.

SIA ASYA INCORPORATED

ROLL DIGITAL INC

Signed: _____



Signed: _____



Name: Evalds Urtans

Title: CEO / CTO

Date: 6.july 2021

Name: Shayna Miller

Title: VP of Communications

Date: 6.july 2021