

Independent Contractor Agreement

The following terms of the Independent Contractor Agreement are an agreement between you and MZB Standard Enterprise (legal name 2156690 Ontario Ltd.), located at:

2156690 Ontario Ltd.

9350 Yonge Street

P.O. Box 61533,

Richmond Hill, Ontario

L4C 3N0

Canada

("Independent Contractor Agreement") shall govern your relations with MZB Standard Enterprise.

About MZB Standard Enterprise

Any reference to MZB Standard Enterprise in this agreement shall be deemed as made to MZB Standard Enterprise (legal name 2156690 Ontario Ltd.), located at:

2156690 Ontario Ltd.

9350 Yonge Street

P.O. Box 61533,

Richmond Hill, Ontario

L4C 3N0

Canada,

its subsidiaries, assignees, affiliates, successors, as well as any company which controls MZB Standard Enterprise directly or indirectly.

Your Representations

You represent and guarantee that you have the adequate legal capacity to enter into this Agreement.

You represent that in the framework of this Agreement you are an independent contractor acting on your own risk with your own funds and counting on benefits which may not meet your expectations.

You further represent and guarantee that you will act for lawful purposes only and use only lawful methods in accordance with this Agreement or any operating law.

You further represent and guarantee that your only purpose to enter into this Agreement is to receive a reward if a buyer of *LookupPal*[™] license pays for the purchase, does not request a refund in a reasonable period, and uses your independent contractor identification number correctly and appropriately when registering as an end user of *LookupPal*[™].

Translation

The original text of the Agreement is in English. The text of this Agreement, explanatory texts, and texts of terms and conditions may exist in different languages. You know and agree that any non-English text within this Agreement regarding *LookupPal*[™] or MZB Standard Enterprise or connected with *LookupPal*[™] or MZB Standard Enterprise is a translation of the original English text and is provided for convenience only.

The translated text may be incomplete or inaccurate.

MZB Standard Enterprise does not guarantee accuracy, correctness, or completeness of the translation. To the extent of any inconsistency between the translated text and the original English text, the English text shall prevail.

Entry into Agreement by Parties

The parties enter into the Agreement by an electronic communication exchange. The independent contractor's electronic communication shall be registering as an independent contractor on a special page of a personal account, located on the electronic resources of MZB Standard Enterprise. MZB

Standard Enterprise's electronic communication shall be emailing an independent contractor its confirmation of entering into the Agreement, along with an assigned unique independent contractor identification number ("MZB Standard Enterprise identification number" or "identification number"), and the text of this Agreement.

Registration. To be able to enter into the Agreement and fulfill your part of the Agreement properly, you and third parties shall use certain MZB Standard Enterprise Services. To fulfill the Agreement, MZB Standard Enterprise requires, and you agree, that you shall acquire a **LookupPal™** license, register as an end user of MZB Standard Enterprise Services, enter into this Agreement, register as an independent contractor, and provide information about you as an end user of these Services and an independent contractor including, without limitation, a name and an email address.

Moreover, you shall be solely responsible for all potential claims connected with sending messages to third parties.

MZB Standard Enterprise controls in no way your business connections relating to a third-party, and MZB Standard Enterprise shall not be responsible for your actions, improper and/or untimely actions or inaction.

Reward

Your reward shall be 0.6 US dollars for each sold license of the computer program **LookupPal™**. These 0.6 dollars constitute 40% of a special price (1.5 US dollars) for the license of the computer program **LookupPal™**, paid by a buyer upon entering an independent contractor identification number.

MZB Standard Enterprise expects that when registering, some buyers of **LookupPal™** licenses correctly and appropriately enter your identification number into a special window that MZB Standard Enterprise shall interpret as your implementation of activities leading to a sale of **LookupPal™** license to a buyer who has entered your identification number into a special window when registering as an end user.

For MZB Standard Enterprise, entering your identification number into a special window when registering shall be the first, but not the only, condition to issue you the mentioned reward.

The second condition to issue you the mentioned reward shall be a payment in full to MZB Standard Enterprise of a special price for **LookupPal™** license and absence of refund requests within 17 days by the same buyer of **LookupPal™** license.

After implementation of both conditions you shall be issued a reward upon your request.

You May Use MZB Standard Enterprise Services for Lawful Purposes Only

You may use MZB Standard Enterprise services, results and content for lawful purposes only. You may not (1) use registration data of another person in order to impersonate that person, (2) infringe intellectual property rights, industrial property rights, copyright and related rights of any person and any third parties, (3) pro-actively contact end users of **LookupPal™**, or (4) send unsolicited email messages, spam, or unsolicited bulk messages.

No Affiliation

You hereby confirm that you are in no way affiliated with the MZB Standard Enterprise company or any of its affiliates. You also acknowledge and agree that your activities as an independent contractor do not and will not constitute such affiliation with MZB Standard Enterprise in future.

Privacy Policy

This Privacy Policy shall govern your use of MZB Standard Enterprise Services (see below for definition). MZB Standard Enterprise Services makes browsing the Internet more convenient by providing access to a variety of possibilities, MZB Standard Enterprise Services website, algorithms and functions provided by MZB Standard Enterprise (collectively, "MZB Standard Enterprise Services", or "Services").

When using MZB Standard Enterprise Services, you agree with the methods of processing of information described in this Privacy Policy. Unless you accept all of the terms of this Privacy Policy, please do not continue registering as an independent contractor and do not use MZB Standard Enterprise Services.

MZB Standard Enterprise Services Account, Username and Password, Independent Contractor Identification Number

The MZB Standard Enterprise Services assigns you a unique username and password.

An owner of MZB Standard Enterprise Services username and password may modify user data displayed in a user profile for this account and gain access to your other sensitive data. For this and some other reasons, it is extremely important to store your username and password in a secure place and use updated antivirus software. You are solely responsible for the security of your password and username.

MZB Standard Enterprise shall also assign a unique independent contractor identification number to each independent contractor. Feel free to share this independent contractor identification number. Upon entering this number into special windows in different cases, MZB Standard Enterprise identifies a connection of an independent contractor with events entailing consequences, including payment to an independent contractor, whose identification number has been used.

Our Security Liability

MZB Standard Enterprise takes appropriate security measures to protect data about you received by MZB Standard Enterprise Services from unauthorized access or use.

However, we cannot fully guarantee non-disclosure of your personal data by ways not described in this Privacy Policy. It can happen due to a fault of unauthorized actions of third parties that infringe applicable laws and conditions of MZB Standard Enterprise Services and its affiliated providers.

Common Threats in the Internet

You must be aware that files received from third parties through any application (email, etc.) can be harmful. Prior to receiving files from any user, even if an account of an author of a notice about sending the file seems familiar, it is strongly recommended to make sure that the sender of the file is actually the person you think they are. You can find this out by asking a personal question, the answer to which is known only to both of you. Do not accept files from users if you do not trust them or are not sure they are persons you think they are, or if you are not sure at all whether you need these files.

Remember that data exchange through the Internet is relatively safe only if data are encrypted. Furthermore, the nature of the Internet is such that traffic can pass through different countries with different jurisdictions regarding encrypted traffic. MZB Standard Enterprise is not responsible for unauthorized access to data or their loss.

Members of the European Union: International Data Transfer

MZB Standard Enterprise functions worldwide. When interacting with MZB Standard Enterprise, you agree that data about you obtained by these Services will be sent to and processed in other

jurisdictions, including the USA and other jurisdictions outside the European Union and the European Economic Area, where data protection laws may be less strict.

Monitoring

MZB Standard Enterprise shall control, in respect to you as an independent contractor, mainly the following facts, but not limited to: entering your identification numbers, transferring money to MZB Standard Enterprise, transferring money to an independent contractor, notifying you about actions via email, a period before money becomes available to you or before it is recalled, availability of money, recalling of money, violations of the agreement by an independent contractor, unauthorized interferences of third parties into relations of MZB Standard Enterprise and an independent contractor.

Other Services

MZB Standard Enterprise Services contain possibilities, functions, and/or offers of third parties that may link you or provide you with certain references, functions, or products of third parties ("Other Services"). These Other Services are provided by the MZB Standard Enterprise for convenience only. Other Services are in no way controlled by the MZB Standard Enterprise, and the MZB Standard Enterprise is not responsible for contents of such Other Services, any link contained therein, or performance, availability, or quality of any of Other Services. If you choose to install and/or use any of such Other Services, their use is governed by a license agreement, terms of use and privacy policy of such Other Services. The MZB Standard Enterprise does not warrant or guarantee that information transferred over a network of Other Services will reach its destination, or that information about a receiver or a sender is correct or accurate. In addition, providing with such possibilities does not imply endorsement of Other Services on the part of the MZB Standard Enterprise. Furthermore, the MZB Standard Enterprise does not endorse any services or products that can be offered by any third party publishing advertising through MZB Standard Enterprise Services. The MZB Standard Enterprise shall in no way be liable to anyone for any damage arising from, or caused by, creating or using Other Services, information, or materials, access to which has been obtained through Other Services.

To receive funds, an independent contractor shall use Other Services, in particular PayPal® payment system, have an account there and be able to receive money from it, inform MZB Standard Enterprise of all the necessary details about this account, and expect remuneration payments to be sent only there.

Disclaimer of Warranties

THE MZB STANDARD ENTERPRISE COMPANY SHALL NOT PROVIDE ANY WARRANTIES AND HEREBY SPECIALLY DISCLAIMS ALL WARRANTIES, EXPRESSED EXPLICITLY OR IMPLIED, INCLUDING, AMONG OTHER THINGS, NON-INFRINGEMENT OF RIGHTS, CLEARANCE OF PROPERTY RIGHTS, ACCURACY, AND FITNESS FOR A PARTICULAR PURPOSE, UNLESS SUCH WARRANTIES CANNOT BE EXCLUDED BY LAW.

YOU ASSUME THE ENTIRE RISK CONNECTED WITH RESULTS AND QUALITY OF ACTIVITIES OF AN INDEPENDENT CONTRACTOR AND MZB STANDARD ENTERPRISE SERVICES.

The MZB Standard Enterprise does not warrant or guarantee that all versions of Software shall be provided with the same quality and level of service, features, functions, and availability for use within MZB Standard Enterprise Services. The MZB Standard Enterprise does not warrant or guarantee that (1) any program or information will be free of viruses, worms, "Trojan horses" (Trojans), or other infected or destructive properties; (2) the information accessible with the help of or through MZB

Standard Enterprise Services will not contain materials intended for adults only or materials which some people may deem objectionable; (3) MZB Standard Enterprise Services, as well as functions or services performed by MZB Standard Enterprise will perform uninterruptedly or without errors; or (4) deficiencies in MZB Standard Enterprise Services will be fixed. You are solely responsible for implementing actions to protect against contamination or infecting of software and information, using antivirus software, and taking other measures to ensure that in the event software or information is infected, it will not damage your information or system.

Security and Privacy Limitations

Please note that MZB Standard Enterprise Services, as well as most Internet applications, are vulnerable in terms of security and therefore should be considered unsecured. When using MZB Standard Enterprise Services and the Internet in general, you may be subject to various risks, including among other things, the following:

1. exposure to objectionable materials and/or parties, including, among other things, infected files;
2. an unauthorized invasion of your private life during or as a result of using the system by you or another person;
3. a deliberate distortion of information (spoofing), tapping, tracing, spamming, cracking passwords, stalking/harassment, fraud, forgery, imposture, electronic trespassing, falsification, hacking, nuking, system infection, including, among other things, use of viruses, worms, and Trojan horses (Trojans) resulting in an unauthorized, damaging, or harmful access to and/or search for information and data on your computer, as well as other forms of activity that may be considered illegal;
4. an unauthorized display of the information and the materials you specified in MZB Standard Enterprise system or sent with the assistance of MZB Standard Enterprise to other users, general public, or any other specific persons whom the information and materials was not intended for by you;
5. the information, data, or messages may not reach their destination or may be delivered to a wrong address or an incorrect recipient, and can be viewed by such recipients;
6. loading viruses or other files from other users that can cause damage to your computer;
7. others may be able to see your IP address.

You acknowledge that you are informed about the risks and restrictions of MZB Standard Enterprise Services, and that although the MZB Standard Enterprise may provide you with certain possibilities to ensure security and privacy, such opportunities are provided to you for convenience only and may not function according to their descriptions or function.

Unless you wish to be subjected to the mentioned risks, you are advised not to enter into this Agreement nor use MZB Standard Enterprise Services.

If you do not wish to be subjected to the mentioned risks, you are advised to not use MZB Standard Enterprise Services. Moreover, please do not use MZB Standard Enterprise Services with respect to "critical" or "content-dependent" applications and purposes. In the context of this point, "critical" applications and purposes shall mean applications and use cases that can result in damage; the term "content-dependent" shall mean any information or data you think should not be freely accessible or generally available to Internet users.

Limited Liability

THE MZB STANDARD ENTERPRISE SHALL UNDER NO CIRCUMSTANCES BE LIABLE TO ANY PARTY IN THE FOLLOWING CASES: (I) FOR ANY INDIRECT, ACTUAL, PENAL, INCIDENTAL, OR CONCOMITANT DAMAGES (INCLUDING, AMONG OTHER THINGS, FOR DAMAGES IN CONNECTION WITH LOSS OF PROFITS, BUSINESS INTERRUPTION,

LOSS OF PROGRAMS OR INFORMATION, AND THE LIKE), OR FOR ANY OTHER DAMAGES ARISING IN ANY WAY DUE TO AVAILABILITY OF, USE OF, RELIANCE ON, OR INABILITY TO USE THE SOFTWARE, MZB STANDARD ENTERPRISE NETWORK, MZB STANDARD ENTERPRISE SERVICES, MZB STANDARD ENTERPRISE PROGRAMS VARIOUS INDICES AND LISTINGS, OR ANY OTHER "INFORMATION", EVEN IF THE MZB STANDARD ENTERPRISE HAS BEEN INFORMED ABOUT THE POSSIBILITY OF SUCH DAMAGES, AND REGARDLESS OF THE FORM OF ACTION, WHETHER WITHIN A CONTRACT, A TORT, OR IN ANY OTHER WAY; (II) BY ANY CLAIM CONNECTED WITH DELAYS, ERRORS, OMISSIONS, OR OTHER INACCURACIES OF INFORMATION, OR IN CONNECTION WITH DESTRUCTIVE PROPERTIES OF ANY INFORMATION; (III) FOR TRANSFER OR DELIVERY OF THE ENTIRE INFORMATION OR ANY PART THEREOF, FOR ANY DAMAGE CONNECTED WITH OR RESULTING THEREFROM, OR FOR RESULTS OBTAINED FROM USING THE INFORMATION; OR (IV) IF ANY INFORMATION INFECTS A USER SYSTEM OR INFORMATION. SINCE SOME COUNTRIES OR JURISDICTIONS DO NOT ALLOW EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, LIABILITY OF THE MZB STANDARD ENTERPRISE IN SUCH COUNTRIES OR JURISDICTIONS SHALL BE LIMITED TO THE EXTENT PERMITTED BY LAW.

Liability of the MZB Standard Enterprise with respect to this Agreement shall under no circumstances exceed 1 (one) Canadian dollar.

The entire risk connected with quality and performance of MZB Standard Enterprise Services, MZB Standard Enterprise programs, as well as accuracy, sufficiency, completeness, correctness, validity, and quality of MZB Standard Enterprise Services or any other information is attributed to a user.

Payment Policy

General Provisions

Payments to you shall be made only via PayPal®. For this, an independent contractor shall have account there and be able to receive money from it.

If any payments are made for any materials, equipment, products, or services that bundle with, or offer any part of, MZB Standard Enterprise Services, or to gain access to MZB Standard Enterprise Services through any platform or network (including any phone or communication expenses), you acknowledge that such payments are made for the equipment, products, services, or offered access separately and additionally, but you shall not require that MZB Standard Enterprise pay, compensate, or indemnify in any other way such expenses.

Messages from the MZB Standard Enterprise Company

The MZB Standard Enterprise company may send notifications, including any notifications about violations of the terms of the Agreement.

Termination

The MZB Standard Enterprise company may at any time terminate your MZB Standard Enterprise identification number or access to MZB Standard Enterprise Services.

An independent contractor may at any time terminate activities aimed at promoting *LookupPal*™.

The agreement shall be valid for three hundred and sixty days, including days on which each of the parties enters into the Agreement. Each day shall be counted by Toronto (Ontario, Canada) time, starting from the first minute after midnight.

The agreement shall not be renewed automatically.

Upon the expiration of the Agreement and a wish of an independent contractor to extend activities of promoting **LookupPal™**, the parties shall enter into a new Agreement.

The provisions of this Agreement regarding the obligations to pay money shall survive the termination of this Agreement until the obligations are fulfilled in full.

Support

You understand that you use MZB Standard Enterprise Services at your own risk, and that the MZB Standard Enterprise company does not provide any support, except for the information posted at the MZB Standard Enterprise company website at <http://LookupPal.com>.

Rights and Legal Remedies

You agree that this Agreement is not intended to provide, nor provides, any rights or legal remedies to any person other than the parties to this Agreement. You further understand and agree that the Terms of Services of the MZB Standard Enterprise, including ensuring compliance with these terms by the MZB Standard Enterprise, are not intended to provide, nor provide, any rights or legal remedies to any person or company other than the MZB Standard Enterprise company.

You acknowledge that MZB Standard Enterprise Services contain service and confidential information of the MZB Standard Enterprise, and that disclosure of such information or misuse of MZB Standard Enterprise

Services will cause irreparable damage to the company MZB Standard Enterprise, which cannot be adequately compensated.

Changes to Agreement

You agree that the provisions of this Agreement shall remain unchanged for the entire term of validity of this Agreement. You agree that to change the terms of cooperation of the parties, it shall be necessary and sufficient to enter into a new Agreement.

Electronic Notifications

When using any MZB Standard Enterprise Services and fulfilling this Agreement with MZB Standard Enterprise, you express your consent to receive electronic messages required by law, including notifications, agreements (contracts), disclosed data, or other information from the MZB Standard Enterprise company (collectively, "**Notifications**"). You agree that the MZB Standard Enterprise company may send you electronic Notifications to your specified email address.

Delivery of any of Notifications from the MZB Standard Enterprise company shall be deemed carried out if sent on the part of the MZB Standard Enterprise company regardless of whether you have read the message upon receiving. You may withdraw your consent to receive electronic Notifications by terminating the Agreement with MZB Standard Enterprise.

Notifications and Alerts

You acknowledge that various notes, notifications, and alerts available through MZB Standard Enterprise Services are provided for convenience only. Inclusion of the foregoing does not oblige the MZB Standard Enterprise to issue such notes, notifications, and alerts in other spheres or functions of MZB Standard Enterprise Services.

Survival of Provisions

The provisions of this Agreement regarding disclaimer of providing statements and warranties, indemnity obligations, intellectual property shall survive the termination of this Agreement.

Interpretation

If any part of this Agreement is held invalid or unenforceable, that part shall be interpreted in accordance with the operating legislation in such a manner to reflect as nearly as possible the extent the original intentions of the parties, while the remaining parts of this Agreement shall retain their full legal force.

Transfer of Rights

The MZB Standard Enterprise may transfer, sublicense, or pledge in any manner any of its rights and obligations under this Agreement to its subsidiary, affiliate, successor, or any third party without notifying or receiving your consent.

You may not transfer, assign, delegate, sublicense, or pledge in any way any of your rights and obligations under this Agreement. For example, among other things, you may not transfer, assign, sell, or offer for sale MZB Standard Enterprise numbers, as well as purchase or receive such MZB Standard Enterprise numbers from any third party.

Governing Law and Jurisdiction

This Agreement and Terms of Services shall be governed and interpreted in accordance with the legislation of Toronto (Ontario, Canada), excluding conflict of laws. You explicitly agree that courts of Toronto (Ontario, Canada) shall possess exclusive jurisdiction over investigation of any claim or dispute with the MZB Standard Enterprise company or connected in any way to MZB Standard Enterprise, and you further agree and express explicit consent to personal jurisdiction in courts of Toronto (Ontario, Canada) in connection with any such dispute, including any claim involving the MZB Standard Enterprise company or its affiliates, subsidiaries, employees, contractors, officials, directors, telecommunication services providers, and content providers.

Export Control

You agree to comply with the legislation of Canada and other applicable laws in the field of export control.

Tax Payments

An independent contractor shall be aware and agrees that all the taxes in connection with this Agreement incurred by an independent contractor are paid by the independent contractor. MZB Standard Enterprise is not responsible for tax payments by an independent contractor, does not control tax payments by an independent contractor, and is not made aware of any actions related to tax payments.

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