

HOUSELENS INC. BRAND AMBASSADOR INDEPENDENT CONTRACTOR AGREEMENT

This Brand Ambassador Independent Contractor Agreement ('Agreement') is between

HouseLens, Inc.
720 Rundle Ave.
Nashville, TN 37210
888-552-3851

AND

Gary Smith ('Independent Contractor')

Independent Contractor is referred to in this Agreement as 'You' or 'Brand Ambassador.' HouseLens and Brand Ambassador acknowledge the following:

HouseLens is in the business of providing visual marketing services for the real estate industry.

HouseLens and Brand Ambassador want to enter into an independent contractor relationship pursuant to which you provide services for HouseLens. HouseLens and Brand Ambassador therefore agree as follows:

1. Scope of Work:

Your assigned territory as Brand Ambassador is: Residential Sales (United States) .
HouseLens does not guarantee you exclusivity to any territory in the U.S.

As Brand Ambassador your scope of work includes:

- Using your best efforts to promote and maximize sales of HouseLens products.
- Referring new real estate customers to use HouseLens products and services.
- Providing reasonable assistance to HouseLens in promotional activities in the assigned territory.
- Directing all after-sale support inquiries to HouseLens customer support.
- Providing to our customer support staff or senior sales team member full customer details, including customer name, address, email address, property location, and contact phone number for scheduling and follow up.

2. Payment and Invoicing:

HouseLens will pay you 10% of the amount paid for the initial work order of every NEW customer you introduce to the HouseLens brand. Subsequently, you will also be paid a \$10.00 fee for every additional work order placed by the customer for up to one full calendar year. The tracking of transactions will be accomplished through the HouseLens Enterprise system and you will be paid through PayPal when your payments accrue to \$250. You will also have the option to use your earnings as a credit towards HouseLens-related products. You understand and agree that the credit with HouseLens expires on the December 31, following the one-year anniversary that the credit accrued.

You agree to provide HouseLens with a valid Social Security or Tax ID number and to follow payment policies and procedures outlined in this contract and in follow-up communications from HouseLens.

3. Independent Contractor Relationship:

You agree that you are an independent contractor, and not an employee, of HouseLens. HouseLens is not responsible for withholding, and will not withhold, FICA or taxes of any kind from payments made to you. You are not entitled to receive any benefits that employees of HouseLens are entitled to receive, including but not limited to workers' compensation, unemployment compensation, medical insurance, life insurance, paid vacations, paid holidays, pension, profit sharing, or Social Security.

In addition, you agree that, as an independent contractor, you are responsible for all workrelated expenses associated with fulfilling your scope of work under this Agreement. Workrelated expenses may include, but are not limited to, entertaining prospective customers or sponsoring customer events, professional or industry association dues, reproduction of marketing materials, gas, parking, tolls, mileage, etc.

4. Business of Contractor:

You represent and warrant to HouseLens that you are engaged in an independent calling and have complied with all local, state, and federal laws regarding business permits and licenses that may be required to carry out the independent calling and to perform work for HouseLens. Upon request by HouseLens, you will provide HouseLens with copies of documents that verify your business. Regardless of any due diligence performed by HouseLens regarding your business, you agree to indemnify HouseLens and its officers, employees, and representatives against any claims, losses, damage, liabilities, costs or expenses (including attorney fees) that arise from the breach of any representations you make regarding your business.

You also represent and warrant as follows:

- a. You are fully authorized to enter into and fulfill this Agreement.
- b. All HouseLens-related dealings will be performed in a professional manner.
- c. You will not hire any employees or subcontractors to assist you with HouseLens-related work unless you have obtained written permission from HouseLens to do so.
- d. You are solely responsible for compensating any employees or subcontractors you hire and for withholding or paying any federal, state, or local taxes, including but not limited to income tax, workers compensation, FICA, and unemployment taxes for yourself and your employees or subcontractors.

5. Non-Disclosure / Confidentiality:

You may not directly or indirectly disclose or use any Confidential Information at any time during or after your independent contractor relationship with HouseLens. This restriction includes the use of Confidential Information for personal, commercial, or proprietary advantage or profit. You shall take all appropriate steps to safeguard the information and to protect it against disclosure, misuse, espionage, loss, and theft. Upon HouseLens' request, you will promptly return or destroy all copies of the Confidential Information.

Confidential Information Defined. For purposes of this Agreement, Confidential Information means trade secrets, proprietary information, and other information belonging to HouseLens or any subsidiary or affiliate of HouseLens that is not generally known to the public, including information about business plans, financial statements, and other information provided under this Agreement, operating practices and methods, expansion plans, strategic plans, marketing plans, contracts, customer lists, or other business documents that HouseLens or any subsidiary or affiliate of HouseLens treats as confidential, in any format whatsoever including oral, written, and electronic.

Certain Information Not Considered Confidential. The restrictions of this Section 5 do not apply to Confidential Information that:

- is or becomes generally available to the public other than as a result of a disclosure by you in violation of this Agreement;
- is or becomes available to you on a non confidential basis before its disclosure to you in compliance with this Agreement; or
- is or has been independently developed or conceived by you without using Confidential Information.

6. Ownership of Intellectual Property and Customer Data:

You agree that all customer data and intellectual property (such as customer names and contact information, copyright-able material, ideas, inventions, improvements, developments, and discoveries) made, conceived, or reduced to practice by you (either individually or in collaboration with others) during the course of your fulfillment of this Agreement, which relate in any manner to HouseLens' business or to work completed under this Agreement, are the sole property of HouseLens. You assign to HouseLens all rights to and interests in such customer data and intellectual property, including without limitation any worldwide copyright(s), moral rights, and patent(s) and the right to obtain registrations, renewals, reissues, and extensions of the same. You agree to execute any documents necessary to secure and protect such rights for HouseLens.

If any employee or subcontractor contributes to work performed under this Agreement, you will obtain from him/her a written agreement assigning to you all rights to or interest in such work, its results, and its proceeds. You will provide copies of any such agreements to HouseLens.

7. Non-Compete :

You agree that while you are a HouseLens Brand Ambassador, and for 3 months following, you will not do paid or unpaid work or consultation, or solicit business,

either as an employee, independent contractor, owner, operator, or volunteer, for any non-HouseLens business that produces real estate photos, video, or 3D and that is located within any U.S. Census Bureau Metropolitan Statistical Area where HouseLens has completed work within the previous calendar year.

8. Risk and Indemnity:

You agree to perform HouseLens work at your own risk. You also agree that, while fulfilling this Agreement, you will comply with all applicable laws or other governmental requirements. You agree that you shall defend, indemnify, and hold harmless HouseLens and its affiliates and their officers, directors, employees, agents, successors and assigns from and against all losses, damages, liabilities, deficiencies, actions, judgments, interest, awards, penalties, fines, or expenses of any kind (including reasonable attorneys fees) arising out of or resulting from:

bodily injury, death of any person, or damage to real or tangible, personal property resulting from your acts or omissions, or those of your employees or subcontractors;

your breach of any representation, warranty or obligation under this Agreement; and

all taxes or contributions, including penalties and interest due to your failure to properly withhold.

HouseLens may satisfy an indemnity (in whole or in part) by deducting the amount from any payment due to you.

9. Assignment:

HouseLens may assign its part in this Agreement to a third party at any time and from time to time without your consent. You may not assign your part in this Agreement to a third party without the prior written consent of HouseLens.

10. Term and Termination:

The term of this Agreement begins on the date it is signed by both parties and will continue until terminated as authorized herein. Either party may terminate this Agreement for any reason or no reason on 15 days' written notice to the other party, unless terminated sooner as authorized herein. HouseLens reserves the right to terminate this Agreement immediately if you conduct yourself or your business in a way that poses a risk of significant and immediate damage to the value of the HouseLens brand or HouseLens' trademarks. You agree that this Agreement's provisions of confidentiality (Section 5), ownership of customer data and intellectual property (Section 6), non-compete (Section 7), and risk and indemnity (Section 8) will survive any termination or expiration of this Agreement.

Termination will be effective immediately upon your death. Upon termination, all earned but unpaid compensation due to you will be prorated based on the work performed up to and through the termination date.

When this Agreement is completed or is terminated by either party, you shall promptly deliver to HouseLens all Confidential Information that is or has been in your possession or under your control. This includes, without limitation, originals and copies—electronic or otherwise—of any Confidential Information.

11. No Waiver:

Any party's failure to insist upon strict performance of any provision or obligation of this Agreement for any period is not a waiver of that party's right to demand strict compliance in the future. An express or implied consent to or waiver of any breach or default in the performance of any obligations under this Agreement is not a consent to or waiver of any other breach or default in the performance of the same or of any other obligation.

12. Amendments:

13. Modification for Legal Events:

If any court of competent jurisdiction determines that any provision or any part of a provision set forth in this Agreement is unenforceable because of its duration or geographic scope, the court has the power to modify the unenforceable provision instead of severing it from this Agreement in its entirety. The modification may be made by rewriting the offending provision, by deleting all or a portion of the offending provision, by adding additional language to this Agreement, or by making other modifications as it determines is necessary to carry out the parties intent to the maximum extent permitted by applicable law. The parties expressly agree that this Agreement as modified by the court is binding upon and enforceable against each of them.

14. Severability:

The invalidity or unenforceability of any provision of this Agreement does not affect the validity or enforceability of any other provision of this Agreement. If a court of competent jurisdiction determines that any provision is invalid, the remaining provisions of this Agreement are to be construed as if the invalid provision had never been included in this Agreement. Subject to this Section 14, upon a determination that any provision is invalid, illegal, or unenforceable, the parties to this Agreement shall negotiate in good faith to modify this Agreement to give effect to the original intent of the parties as closely as possible in a mutually acceptable manner so that the transactions contemplated by this Agreement can be consummated as originally contemplated to the greatest extent possible.

15. Entire Agreement:

Except as specified above, this Agreement represents the entire understanding between you and HouseLens, both oral and written. Any modifications to this Agreement, except as specified above, must be in writing and signed by both parties.

16. Governing Law:

This Agreement is governed and interpreted in accordance with the laws of the State of Tennessee, without regard to any of the State's conflict of law's provisions. By signing this Agreement, you and HouseLens submit to the exclusive jurisdiction of the courts of Davidson County, Tennessee.

Signed:

HouseLens, Inc.

By: Andrew T. Crefeld, CEO

Date: 02/28/2020

Independent Contractor/Brand Ambassador.

Signed: Gary Smith

Date: 02/28/2020