

84/84 INDEPENDENT CONTRACTOR AGREEMENT

THIS INDEPENDENT CONTRACTOR AGREEMENT (the "Agreement") dated this June 26th day of 26th, 2019

BETWEEN:

CLIENT

CredEx Capital Consulting, Inc. & Subsidiaries

(the "Client")

CONTRACTOR

Carolyn J Scott

(the "Contractor")

BACKGROUND

- A. The Contractor is introduced by BeneShield Financial, LLC to the Client.
- B. The Client is of the opinion that the Contractor has the necessary qualifications, experience and abilities to provide services to the Client.
- C. The Contractor is agreeable to providing such services to the Client on the terms and conditions set out in this Agreement.

IN CONSIDERATION OF the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Client and the Contractor (individually the "Party" and collectively the "Parties" to this Agreement) agree as follows:

1. SERVICES PROVIDED

The Client hereby agrees to engage the Contractor to provide the Client with the following services (the "Services"):

- The initial job title of the Contractor will be the following:

PG Executive

The initial job duties the Contractor will be expected to perform will be the following:

Help to set up a subsidiary corporation

Open bank accounts if necessary

Apply for temporary credit lines to help build the credit profile of the company to obtain larger funding. The lines are considered temporary as within 60-90 days new additional lines are established for the corporation. Those lines will usually be up to 10 times the temporary line and as such will pay off the temporary lines.

Attend a meeting 20 minutes to an hour once a month for corporate minutes.
Transfer funds to the General partner or holding company when necessary.

The Services will also include any other tasks which the Parties may agree on. The Contractor hereby agrees to provide such Services to the Client.

2. TERM OF AGREEMENT

The term of this Agreement (the "Term") will begin on the date of this Agreement and will remain in full force and effect until June 26th 2020 (one year from today), subject to earlier termination as provided in this Agreement. The Term may be extended with the written consent of the Parties.

3. PERFORMANCE

The Parties agree to do everything necessary to ensure that the terms of this Agreement take effect.

4. CURRENCY

Except as otherwise provided in this Agreement, all monetary amounts referred to in this Agreement are in USD (US Dollars).

5. COMPENSATION

The Contractor will charge the Client for the Services at the rate of \$7,000.00 per month (the "Compensation").

The Client will be invoiced every month.

Invoices submitted by the Contractor to the Client are due within 30 days of receipt.

The Contractor will also receive \$84,000 a year plus as bonus compensation.

6. EMPLOYEE BENEFITS

The Employee will be entitled to only those additional benefits that are currently available as described in the lawful provisions of the Employer's employment booklets, manuals, and

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policy documents or as required by law. For this agreement the employee is entitled to medical, dental, and vision insurance. In addition, the employer will have a monthly contribution towards retirement plan on behalf of the employee.

Employer discretionary benefits are subject to change, without compensation, upon the Employer providing the Employee with 60 days written notice of that change and providing that any change to those benefits is taken generally with respect to other employees and does not single out the Employee.

7. REIMBURSEMENT OF EXPENSES

The Contractor will be reimbursed from time to time for reasonable and necessary expenses incurred by the Contractor in connection with providing the Services.

All expenses must be pre-approved by the Client.

8. PENALTIES FOR LATE PAYMENT

Any late payments will trigger a fee of 10.00% per month on the amount still owing.

9. CONFLICT OF INTEREST

- During the term of the Contractor's active engagement with the Client, it is understood and agreed that any business opportunity relating to or similar to the Client's actual or reasonably anticipated business opportunities (with the exception of personal investments in less than 5% of the equity of a business, investments in established family businesses, real estate, or investments in stocks and bonds traded on public stock exchanges) coming to the attention of the Contractor, is an opportunity belonging to the Client. Therefore, the Contractor will advise the Client of the opportunity and cannot pursue the opportunity, directly or indirectly, without the written consent of the Client
- During the term of the Contractor's active engagement with the Client, the Contractor will not, directly or indirectly, engage or participate in any other business activities that the Client, in its reasonable discretion, determines to be in conflict with the best interests of the Client without the written consent of the Client.

10. CONFIDENTIALITY

- Confidential information (the "Confidential Information") refers to any data or information relating to the Client, whether business or personal, which would reasonably be considered to be private or proprietary to the Client and that is not generally known and where the release of that Confidential Information could reasonably be expected to cause harm to the Client
- The Contractor agrees that they will not disclose, divulge, reveal, report or use, for any purpose, any Confidential Information which the Contractor has obtained,

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except as authorized by the Client or as required by law. The obligations of confidentiality will apply during the Term and will survive indefinitely upon termination of this Agreement.

- The Contractor acknowledges that, in any position the Contractor may hold, in and as a result of the Contractor's engagement by the Client, the Contractor will, or may, be making use of, acquiring or adding to information which is confidential to the Client (the "Confidential Information") and the Confidential Information is the exclusive property of the Client.
- The Confidential Information will include all data and information relating to the business and management of the Client, including but not limited to, proprietary and trade secret technology and accounting records to which access is obtained by the Contractor, including Work Product, Computer Software, Other Proprietary Data, Business Operations, Marketing and Development Operations, and Customer Information.
- The Confidential Information will also include any information that has been disclosed by a third party to the Client and is governed by a non-disclosure agreement entered into between that third party and the Client.

1. The Confidential Information will not include information that:
 - a. Is generally known in the industry of the Client;
 - b. Is now or subsequently becomes generally available to the public through no wrongful act of the Contractor;
 - c. Was rightfully in the possession of the Contractor prior to the disclosure to the Contractor by the Client;
 - d. Is independently created by the Contractor without direct or indirect use of the Confidential Information; or
 - e. The Contractor rightfully obtains from a third party who has the right to transfer or disclose it.
2. The Confidential Information will also not include anything developed or produced by the Contractor during the Contractor's term of engagement with the Client, including but not limited to, any intellectual property, process, design, development, creation, research, invention, know-how, trade name, trade-mark or copyright that:
 - a. Was developed without the use of equipment, supplies, facility or Confidential Information of the Client;
 - b. Was developed entirely on the Contractor's own time;
 - c. Does not result from any work performed by the Contractor for the Client; and

- d. Does not relate to any actual or reasonably anticipated business opportunity of the Client.

Duties and Obligations Concerning Confidential Information

- The Contractor agrees that a material term of the Contractor's contract with the Client is to keep all Confidential Information absolutely confidential and protect its release from the public. The Contractor agrees not to divulge, reveal, report or use, for any purpose, any of the Confidential Information which the Contractor has obtained or which was disclosed to the Contractor by the Client as a result of the Contractor's engagement by the Client. The Contractor agrees that if there is any question as to such disclosure then the Contractor will seek out senior management of the Client prior to making any disclosure of the Client's information that may be covered by this Agreement.
 - The Contractor agrees and acknowledges that the Confidential Information is of a proprietary and confidential nature and that any disclosure of the Confidential Information to a third party in breach of this Agreement cannot be reasonably or adequately compensated for in money damages, would cause irreparable injury to Client, would gravely affect the effective and successful conduct of the Client's business and goodwill, and would be a material breach of this Agreement.
 - The obligations to ensure and protect the confidentiality of the Confidential Information imposed on the Contractor in this Agreement and any obligations to provide notice under this Agreement will survive the expiration or termination, as the case may be, of this Agreement and will continue for five (5) years from the date of such expiration or termination, except in the case of any Confidential Information which is a trade secret in which case those obligations will last indefinitely.
1. The Contractor may disclose any of the Confidential Information:
 - a. To a third party where Client has consented in writing to such disclosure; or
 - b. To the extent required by law or by the request or requirement of any judicial, legislative, administrative or other governmental body after providing reasonable prior notice to the Client.
 2. If the Contractor loses or makes unauthorized disclosure of any of the Confidential Information, the Contractor will immediately notify the Client and take all reasonable steps necessary to retrieve the lost or improperly disclosed Confidential Information.

11. OWNERSHIP OF INTELLECTUAL PROPERTY

- All intellectual property and related material, including any trade secrets, moral rights, goodwill, relevant registrations or applications for registration, and rights in any patent, copyright, trademark, trade dress, industrial design and trade name (the

"Intellectual Property") that is developed or produced under this Agreement, is a "work made for hire" and will be the sole property of the Client. The use of the Intellectual Property by the Client will not be restricted in any manner.

- The Contractor may not use the Intellectual Property for any purpose other than that contracted for in this Agreement except with the written consent of the Client. The Contractor will be responsible for any and all damages resulting from the unauthorized use of the Intellectual Property.
- The Contractor acknowledges and agrees that all rights, title and interest in any Confidential Information will remain the exclusive property of the Client. Accordingly, the Contractor specifically agrees and acknowledges that the Contractor will have no interest in the Confidential Information, including, without limitation, no interest in know-how, copyright, trade-marks or trade names, notwithstanding the fact that the Contractor may have created or contributed to the creation of the Confidential Information.
- The Contractor waives any moral rights that the Contractor may have with respect to the Confidential Information.
- The Contractor agrees to immediately disclose to the Client all Confidential Information developed in whole or in part by the Contractor during the Contractor's term of engagement with the Client and to assign to the Client any right, title or interest the Contractor may have in the Confidential Information. The Contractor agrees to execute any instruments and to do all other things reasonably requested by the Client, both during and after the Contractor's engagement with the Client, in order to vest more fully in the Client all ownership rights in those items transferred by the Contractor to the Client.

12. RETURN OF CONFIDENTIAL INFORMATION

The Contractor agrees that, upon request of the Client or upon termination or expiration, as the case may be, of this engagement, the Contractor will turn over to the Client all Confidential Information belonging to the Client, including but not limited to, all documents, plans, specifications, disks or other computer media, as well as any duplicates or backups made of that Confidential Information in whatever form or media, in the possession or control of the Contractor that:

May contain or be derived from ideas, concepts, creations, or trade secrets and other proprietary and Confidential Information as defined in this Agreement; or

Is connected with or derived from the Contractor's engagement with the Client.

13. CAPACITY/INDEPENDENT CONTRACTOR

In providing the Services under this Agreement it is expressly agreed that the Contractor is acting as an independent contractor and not as a contractor. The Contractor and the Client acknowledge that this Agreement does not create a partnership or joint venture between them and is exclusively a contract for service. The Client is not required to pay, or make any contributions to, any social security, local, state or federal tax, unemployment compensation, workers' compensation, insurance premium, profit-sharing, pension or any other contractor benefit for the Contractor during the Term. The Contractor is responsible for paying, and complying with reporting requirements for, all local, state and federal taxes related to payments made to the Contractor under this Agreement.

14. NOTICE

All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the Parties at the following addresses:

1. Client Address

2. Contractor Address
201 Bell Branch Lane, St John's FL 32259

or to such other address as either Party may from time to time notify the other, and will be deemed to be properly delivered (a) immediately upon being served personally, (b) two days after being deposited with the postal service if served by registered mail, or (c) the following day after being deposited with an overnight courier.

15. INDEMNIFICATION

Except to the extent paid in settlement from any applicable insurance policies, and to the extent permitted by applicable law, each Party agrees to indemnify and hold harmless the other Party, and its respective affiliates, officers, agents, contractors, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from or arise out of any act or omission of the indemnifying party, its respective affiliates, officers, agents, contractors, and permitted successors and assigns that occurs in connection with this Agreement. This indemnification will survive the termination of this Agreement.

16. MODIFICATION OF AGREEMENT

Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing signed by each Party or an authorized representative of each Party.

17. TIME OF THE ESSENCE

Time is of the essence in this Agreement. No extension or variation of this Agreement will operate as a waiver of this provision.

18. ASSIGNMENT

The Contractor will not voluntarily, or by operation of law, assign or otherwise transfer its obligations under this Agreement without the prior written consent of the Client.

19. ENTIRE AGREEMENT

It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this Agreement.

20. ENUREMENT

This Agreement will ensure to the benefit of and be binding on the Parties and their respective heirs, executors, administrators and permitted successors and assigns.

21. TITLES/HEADINGS

Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement.

22. GENDER

Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

23. GOVERNING LAW

This Agreement will be governed by and construed in accordance with the laws of the State of Florida (Contractor home state).

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24. SEVERABILITY

In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

25. WAIVER

The waiver by either Party of a breach, default, delay or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.

IN WITNESS WHEREOF the Parties have duly affixed their signatures under hand and seal on this
26th day of June, 2019.

_____(Client)

Carolyn J Scott _____(Contractor)



InsureSign Document Completion Certificate

Document Reference : 60240d48-c287-424e-af94-9d922d390c95
Document Title : Independent Contractor
Document Region : Northern Virginia
Sender Name : Jeffrey Sokol
Sender Email : jsokol@beneshieldfinancial.com
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Participants

1. Carolyn J Scott (cc9356@gmail.com)

Document History

Timestamp	Description
06/26/2019 09:44AM MDT	Email sent to Carolyn J Scott (cc9356@gmail.com).
06/26/2019 09:44AM MDT	Document created from reusable form. NTdlMDMxMzktOTA1Mi00NmVjLWFhNjEtNGJjNjU4NDg4YTYzMjI2MTUmcnVmQG15aW5zdXJlc2lnbi5jb20=
06/26/2019 09:44AM MDT	Carolyn J Scott (cc9356@gmail.com) has agreed to terms of service and to do business electronically with Jeffrey Sokol (jsokol@beneshieldfinancial.com). 174.227.11.43 Mozilla/5.0 (Linux; Android 9; SM-G973U1) AppleWebKit/537.36 (KHTML, like Gecko) Chrome/75.0.3770.101 Mobile Safari/537.36
06/26/2019 09:44AM MDT	Signed by Carolyn J Scott (cc9356@gmail.com). 174.227.11.43 Mozilla/5.0 (Linux; Android 9; SM-G973U1) AppleWebKit/537.36 (KHTML, like Gecko) Chrome/75.0.3770.101 Mobile Safari/537.36
06/26/2019 09:44AM MDT	Document copy sent to Carolyn J Scott (cc9356@gmail.com).