

INDEPENDENT CONTRACTOR AGREEMENT

This Agreement is effective March 6, 2020 between **PADI Worldwide Corp.**, located at 30151 Tomas, Rancho Santa Margarita, California 92688 (hereinafter “PADI Worldwide”), and Georgia Ma, with an address of 52 Ashbourne Gardens Hertford SG13 8BQ (hereinafter “CONTRACTOR”).

CONTRACTOR represents to PADI Worldwide that it has the experience and necessary skills to act as content creator and influencer. As such, Contractor will perform video and photo services and is available and willing to provide such requested services to PADI Worldwide.

NOW THEREFORE, the parties intending to be legally bound by this Agreement, agree to the following terms:

1. Services to be Performed. The services to be performed under this Agreement shall be performed by Contractor using his own equipment and supplies, at Contractor’s expense pursuant to the requests of PADI Worldwide and timeframes agreed to between the parties. The initial project involves Contractor providing the following deliverables from his Mauritius diving trip and may include, but is not limited to:

Deliverables to PADI :

- 60 second Mauritius diving video 4:5 aspect ratio
- 60 second Mauritius diving video 1:1 aspect ratio
- 30 second Mauritius diving video 4:5 aspect ratio
- 30 second Mauritius diving video 1:1 aspect ratio
- 15 second Mauritius diving video 4:5 aspect ratio
- 15 second Mauritius diving video 1:1 aspect ratio
- Music license agreement for commercial use.

Deliverables due date: Contractor shall provide the work to PADI Worldwide in a format agreed to by the parties no later than 3/18/2020. PADI will be allowed one round of revisions to the videos before final deliverables are received.

2. Representations and Warranties of CONTRACTOR. CONTRACTOR covenants, warrants, and represents that unless notified in advance, CONTRACTOR will be the sole developer of all work performed by CONTRACTOR under this Agreement and that CONTRACTOR has full rights and power to make this Agreement; CONTRACTOR’s work will not violate any copyright, proprietary, or personal rights. CONTRACTOR shall obtain PADI Worldwide written approval, which consent shall not be unreasonably withheld, prior to entering into agreements with others to provide services to PADI Worldwide. Approval shall not relieve CONTRACTOR of its obligations under the Agreement, and CONTRACTOR shall remain fully responsible for the performance of each such Permitted Subcontractor.

3. Independent Contractor. CONTRACTOR is an independent contractor, not an employee of PADI Worldwide or any of its affiliated companies. CONTRACTOR shall be solely responsible for, and PADI Worldwide shall have no obligation to withhold or pay, any federal, state, or local income, social security, unemployment, disability, medical, sales, or other taxes, penalties, or assessments on any amounts paid under this Agreement.

4. Payment. PADI Worldwide shall pay for the creation of 6 videos (£3000 GBP), editing labor (£1500 GBP), and music licensing (£300 GBP) for a total of (£4800 GBP). CONTRACTOR shall submit an invoice to PADI Worldwide that includes the following detail: brief description of deliverables and services performed for this project. PADI Worldwide shall pay CONTRACTOR’s invoice within twenty (20) days of receipt of the invoice and satisfactory work.

All payments made to CONTRACTOR under this Agreement shall be paid in a lump sum per invoice and shall be reported to the IRS on Form 1099. CONTRACTOR shall provide a completed W-8BEN to PADI Worldwide along with this signed Agreement.

Expenses. CONTRACTOR shall be responsible for general office expenses incurred while performing services under this Agreement. In the event CONTRACTOR is requested by PADI Worldwide to travel to PADI's offices, PADI Worldwide shall pay reasonable expenses pre-approved by PADI Worldwide upon receipt of an invoice and documentation supporting costs actually incurred.

5. Intellectual Property Ownership. CONTRACTOR grants to PADI Worldwide or PADI Worldwide's designee a worldwide, irrevocable, fully-paid, royalty-free, non-exclusive right to CONTRACTOR's work performed in connection with this Agreement, including all inventions, discoveries, patents, copyrights, trade or service marks, trade or service names, trade secrets, and other intellectual property that CONTRACTOR conceives of or contributes to in the course of performing services under this Agreement. CONTRACTOR agrees to not license or otherwise give the right to use the content or work created under this agreement to any party or affiliation which may, in PADI Worldwide's sole discretion, interfere with, interrupt, or otherwise affect PADI Worldwide and its affiliates in an adverse manner. PADI Worldwide's rights include but are not limited to the right to use, copy, distribute, publicly display, print, publish, republish, reformat, modify, and revise in any form of media or expression now known or hereafter devised.

6. Exclusivity. Nothing in this Agreement shall prevent CONTRACTOR from rendering services or accepting employment elsewhere, either in CONTRACTOR's own business or under contract to another, provided CONTRACTOR fulfills its obligations under this Agreement.

7. Confidential Information. During the term of this Agreement, CONTRACTOR may have access to and become acquainted with confidential, proprietary, trade secret, business and private information related to PADI Worldwide, and/or PADI Worldwide's affiliates, including, but not limited to, marketing strategies, operating manuals, business methodologies documentation, and policy and procedural documents. CONTRACTOR agrees that during the Term of this Agreement and thereafter, CONTRACTOR will not disclose any such confidential information, directly or indirectly, or use the same in any manner whatsoever, except as required in connection with performance by CONTRACTOR under this Agreement or as required by a court of competent jurisdiction.

8. Term. This Agreement will begin on the date first written above and shall remain in effect for one year unless terminated earlier by either party upon 30-day written notice. Any renewal of this Agreement shall be by mutual agreement in writing, signed by both parties.

9. Effect on Termination. Upon termination for any reason, CONTRACTOR shall:

(a) Within 30 days, render a true accounting to PADI Worldwide of all services rendered under the Agreement;

(b) Promptly return to PADI Worldwide all PADI-owned materials and PADI Confidential Information, and continue to maintain the confidentiality of all PADI Confidential Information CONTRACTOR had access to during the Term of this Agreement. CONTRACTOR shall delete PADI Confidential Information from CONTRACTOR's database or wherever else such information may be stored by CONTRACTOR, in any format, including but not limited to, digital, electronic, paper or other.

10. Notices. All notices, requests, demands or other communications hereunder shall be deemed to have been duly given if delivered in person or mailed, certified, return receipt requested, postage prepaid to the address set forth in the opening recital of this Agreement, or by a courier service (i.e. FedEx) with proof of delivery. In the event that either party changes its address, it shall immediately notify the other party of such fact in writing.

11. Assignment. CONTRACTOR may not assign or subcontract any rights or obligations under this Agreement without PADI Worldwide's prior written approval.

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initials

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12. Indemnification. CONTRACTOR agrees to hold PADI Worldwide harmless and indemnify PADI Worldwide and its affiliates against any claim, demand, suit, action, proceeding, recovery, or expense of any nature whatsoever arising from or based upon any breach or alleged breach of CONTRACTOR's covenants, warranties, or representations contained in this Agreement.

13. Anti-Harassment Policy and Computer Use Policy. CONTRACTOR has received a copy of PADI Worldwide's Anti-Harassment and Computer Use policies and signed acknowledgments to abide by such policies. Copies of the signed acknowledgments are attached hereto as Attachments 1 and 2, and are made a part of this Agreement.

14. W-8BEN. CONTRACTOR shall provide a completed W-8BEN to PADI Worldwide concurrent with returning this signed Agreement to PADI Worldwide. CONTRACTOR acknowledges that PADI Worldwide may not make payment to CONTRACTOR until a completed, signed W-8BEN is received by PADI Worldwide

15. Jurisdiction and Venue; Governing Law. The California state courts of Orange County or the United States District Court for the Southern District of California shall govern and have exclusive jurisdiction and venue over any dispute arising out of or relating to this Agreement, and the Parties hereby consent to the jurisdiction and venue of such courts.

16. Entire Agreement. This Agreement embodies the entire understanding between the parties respecting the subject matter of this Agreement and supersedes any and all prior negotiations, correspondence, understandings and agreements between the parties. This Agreement shall not be modified except in writing signed by the parties.

IN WITNESS WHEREOF, the undersigned execute this Agreement effective as of the day and year first written above.

PADI Worldwide Corp.

Independent Contractor

By _____
(Kristin Valette-Wirth, Chief Marketing Officer)

By _____ (Title)

Date: _____

Date: _____

Taxpayer Identification Number: _____

(CONTRACTOR to return a completed W-8BEN with signed agreement)

**INDEPENDENT CONTRACTOR
ACKNOWLEDGMENT OF RECEIPT OF PADI's
NON-DISCRIMINATION AND ANTI-HARASSMENT POLICY**

The Purpose of this policy is to define PADI's position on Discrimination and Harassment by company employees, contractors, consultants or temporary staff affiliated with PADI Worldwide Corp. and PADI Americas, Inc. and their corporate affiliates including:

PADI EMEA Limited	Emergency First Response Corp.
PADI Asia Pacific Pty. Ltd	Emergency First Response EMEA Limited
PADI Canada Limited	Emergency First Response (Asia Pacific) Pty Ltd
K.K. PADI Asia Pacific Japan	Current Publishing Corp.
PADI Travel Network	

(hereinafter, collectively "The Company")

I, the undersigned employee, contractor, consultant, temporary or any other type of worker at the Company, certify that I have received, read, agree to, and will comply with all the terms set forth in the Non-Discrimination and Anti-Harassment Policy.

Print Name

Signature

Date

Attachment 2
Computer Use Policy Agreement Acknowledgement

**PADI GLOBAL INFORMATION TECHNOLOGY
COMPUTER USE POLICY AGREEMENT**

The Purpose of this policy is to outline the acceptable use of computer equipment and software by company employees, contractors, consultants or temporary staff affiliated with PADI Worldwide Corp. and PADI Americas, Inc. and their corporate affiliates including:

PADI EMEA Limited	Emergency First Response Corp.
PADI Asia Pacific Pty. Ltd	Emergency First Response EMEA Limited
PADI Canada Limited	Emergency First Response (Asia Pacific) Pty Limited
K.K. PADI Asia Pacific Japan	Current Publishing Corp.
PADI Travel Network	

(hereinafter, collectively “The Company”)

I, the undersigned employee, contractor, consultant, temporary or any other type of worker at the Company, certify that I have received, read, agree to, and will comply with all the terms set forth in the Computer Use Policy, and that while using Company internal systems I have no expectation of privacy.

I further certify and agree that the Computer Use Policy and this agreement cover the appropriate use of the following technologies:

E-mail
Voicemail
Internet
Security
Portable Data Storage Devices
Remote Access
Systems
Internet Telephony

Printed Name

Signature

Date _____