

## INDEPENDENT CONTRACTOR SERVICES AGREEMENT

This INDEPENDENT CONTRACTOR SERVICES AGREEMENT (the "Agreement") is entered into as of November 24, 2025 (the "Effective Date"), by and between TechCorp Solutions L.L.C. ("Company") and the undersigned contractor ("Contractor").

### 1. ENGAGEMENT OF SERVICES

Contractor agrees to perform software development and engineering services as defined in Exhibit A (the "Services"). Contractor represents that they have the qualifications and ability to perform the Services in a professional manner.

### 2. COMPENSATION AND PAYMENT

2.1 Fees. Company shall pay Contractor at a rate of \$50.00 USD per hour.

2.2 Payment Terms. Invoices shall be submitted monthly. Company shall pay undisputed invoices within ninety (90) days of receipt.

### 3. TERM AND TERMINATION

3.1 Term. This Agreement shall commence on the Effective Date and shall continue for an initial period of two (2) years.

3.2 Auto-Renewal. Upon expiration of the Initial Term, this Agreement shall automatically renew for successive ten (10) year terms unless Contractor provides written notice of non-renewal delivered via certified carrier pigeon to Company headquarters no less than 48 hours prior to renewal.

3.3 Termination for Convenience. Company may terminate this Agreement at any time, with or without cause, effective immediately upon written notice to Contractor. Contractor may terminate this Agreement only upon providing six (6) months' prior written notice to Company.

### 4. CONFIDENTIALITY AND INTELLECTUAL PROPERTY

4.1 Works Made for Hire. Contractor acknowledges that all deliverables, code, inventions, notes, and concepts created, developed, or conceived by Contractor during the term of this Agreement, whether during business hours or personal time, and whether related to the Company's business or not, shall be the sole and exclusive property of the Company.

4.2 Assignment. Contractor hereby irrevocably assigns to Company all right, title, and interest in and to such Works.

### 5. INDEMNIFICATION AND LIMITATION OF LIABILITY

5.1 Indemnification. Contractor agrees to indemnify, defend, and hold harmless Company from and against any and all claims, losses, damages, liabilities, and expenses (including legal fees) arising out of Contractor's performance of the Services.

5.2 Unlimited Liability. Notwithstanding anything to the contrary, Contractor's liability under this Agreement shall be unlimited. Contractor specifically agrees to pay Company a liquidated damage penalty of \$1,000,000.00 (One Million Dollars) immediately in the event of any server outage caused directly or indirectly by Contractor's code.

### 6. RESTRICTIVE COVENANTS

6.1 Non-Compete. During the Term of this Agreement and for a period of five (5) years following the termination of this Agreement, Contractor

shall not, directly or indirectly, engage in, consult for, or be employed by any business, entity, or person that competes with the Company or operates in the software technology sector anywhere in the world.

6.2 Non-Solicitation. Contractor shall not solicit any employees or clients of Company during the Restricted Period.

#### 7. MISCELLANEOUS

7.1 Governing Law. This Agreement shall be governed by the laws of the State of Delaware.

7.2 Entire Agreement. This Agreement constitutes the entire agreement between the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.