

Independent Contractor Agreement

This Independent Contractor Agreement (this "**Agreement**") is entered into by and between Shahryar Ahmed (the "**Contractor**") and Dentacloud Technology Inc. (the "**Client**").

WHEREAS, the Contractor in the capacity of a Lead Software Engineer providing software development including front-end & back-end and any services required by the Client;

AND WHEREAS, the Client desires to retain the Contractor to provide software development including front-end & back-end and any services required by the Client.

In consideration of the mutual covenants and agreements hereinafter set forth, the parties agree as follows:

1. Term. This Agreement shall commence on September 12th, 2025 and shall continue until the Services (defined below) are completed, or until terminated by either party in accordance with Section 11 (the "**Term**").

1.1 Any agreements the Contractor had with the Client before the Term of this Agreement begins will expire and terminate at the beginning of the Term.

2. Services

2.1 The Contractor shall provide the services set forth in **Schedule 1** (the "**Services**") to the Client either personally or through the Contractor's own employees or sub-contractors (the "**Contractor's Personnel**").

2.2 The Contractor shall determine the manner or means by which it performs the Services for the Client, including but not limited to the time and place for performance of the Services.

2.3 Unless otherwise set forth in **Schedule 1**, the Contractor shall furnish, at its own expense, the equipment, supplies, tools, and other materials used to perform the Services.

2.4 The Client shall provide the Contractor with access to its premises and equipment to the extent necessary for the Contractor's performance of the Services. The Contractor shall comply with all applicable Client policies and procedures relating to the Client's business, including those related to occupational health and safety and to use of the Client's facilities, supplies, information technology, equipment, networks, and other resources.

2.5 The Contractor shall make itself available for consultation with the Client at such times and places as are mutually agreeable to the parties. The Contractor agrees to prepare and submit to the Client such periodic reports regarding the performance of the Services, as the Client may require.

3. Independent Contractor Relationship

3.1 The Contractor is and shall remain at all times an independent contractor and not an employee or dependent contractor of the Client. Nothing in this Agreement shall be construed to create any association, partnership, joint venture, agency, fiduciary or employment relationship between the Contractor and the Client, for any purpose, and neither party has the authority to contract for or bind the other party in any manner whatsoever.

3.2 The Contractor shall provide the Services to the Client on a non-exclusive basis, and shall be free to provide its services to third parties during the Term of this Agreement; provided that the Contractor shall not provide such services in a way that is inconsistent with any of the provisions of this Agreement.

3.3 Without limiting Section 3.1, the Contractor and the Contractor's Personnel shall not be eligible to participate in any benefit or compensation plans offered by the Client to its employees, including, without limitation, any payments under any employment standards legislation.

3.4 The Client shall have no liability or responsibility for withholding or remitting any income, payroll, or other federal or provincial taxes, including employment insurance remittances, Canada Pension Plan contributions, or employer health tax or worker's compensation insurance premiums for the Contractor and the Contractor's Personnel. The Contractor is responsible for these withholding, remitting and registration obligations, and shall indemnify the Client from and against any order, penalty, interest, taxes or contributions that may be assessed against the Client due to the failure or delay of the Contractor to make any such withholdings, remittances or registration, or to file any information required by any law.

3.5 The Contractor shall be fully responsible for the Contractor's Personnel and shall indemnify the Client against any claims made by or on behalf of any of the Contractor's Personnel, including, without limitation, any claim for unpaid wages, overtime, vacation pay, or any other claim under employment standards legislation, reasonable notice of termination, or any other claim whether arising pursuant to contract, statute, common law or otherwise. Section 3.5 shall survive the termination of this Agreement and remain binding on the Contractor.

4. Fees and Expenses

4.1 Contractor's consideration for the Services shall be \$4,000 CAD per month plus any applicable sales tax. Greater detail outlined in Schedule 1 (the "Fees").

4.2 The Contractor shall be responsible for any expenses incurred by the Contractor or the Contractor's Personnel in connection with the performance of the Services. In no event shall the Client reimburse the Contractor for any such expenses unless agreed in writing from Client.

4.3 The Client shall pay all undisputed Fees within 10 business days after the Client's receipt of the Contractor's invoice. All payments shall be in Canadian dollars and made by e-transfer, or direct deposit.

4.4 The Client shall be responsible for all sales and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, provincial, or municipal governmental entity on any amounts payable by Client hereunder; provided that, in no event shall Client pay or be responsible for any taxes, statutory withholdings, deductions, or remittances, imposed on or with respect to the Contractor's income, revenues, gross receipts, real or personal property, or other assets, or the Contractor's Personnel.

4.5 The Contractor shall be responsible for deducting and remitting HST to the appropriate regulatory authorities.

5. Intellectual Property Matters

5.1 The Client is and shall be the sole and exclusive owner of all right, title, and interest throughout the world in and to all the results and proceeds of the Services performed under this Agreement, including but not limited to the deliverables set out in **Schedule 1** (collectively, the "**Deliverables**"), including all patents, copyrights, trademarks, trade secrets and other intellectual property rights (collectively "**Intellectual Property Rights**") therein. The Contractor irrevocably assigns to the Client, all rights, title, and interest throughout the world in and to the Deliverables, including all Intellectual Property Rights therein.

5.2 The Contractor irrevocably and unconditionally waives all moral rights that the Contractor may now have or may have in the future relating to the Deliverables.

5.3 The Contractor has identified in **SCHEDULE 1** to this Agreement a list of any of the Contractor's pre-existing Intellectual Property Rights that will be retained by the Contractor and will not be owned by or assigned to the Client under this Agreement. If no list is attached, the Contractor represents and warrants that the Contractor has no pre-existing Intellectual Property Rights. To the extent that any of the Contractor's pre-existing Intellectual Property Rights are contained in the Deliverables, the Contractor grants to the Client an irrevocable, worldwide, unlimited, royalty-free license to use, publish, reproduce, modify, display, distribute copies of, and prepare derivative works based upon such pre-existing Intellectual Property Rights.

5.4 The Contractor shall make full and prompt disclosure to the Client of any inventions or processes made or conceived by the Contractor alone or with others during the Term, relating in any way to the Services, whether or not such inventions or processes are patentable and whether or not such inventions or processes are made or conceived during normal working hours or on the premises of the Client. The Contractor shall not disclose to any third party the nature or details of any such inventions or processes without the prior written consent of the Client.

5.5 Upon the request of the Client, the Contractor shall promptly take such further actions, including execution and delivery of all appropriate instruments of conveyance, as may be necessary to assist the Client to prosecute, register, perfect, record, or enforce its Intellectual Property Rights in any Deliverables.

5.6 The Contractor shall require each of the Contractor's Personnel to execute written agreements securing for the Client the rights provided for in this Section 5 prior to and as a

condition of the Contractor's Personnel providing or performing any of the Services under this Agreement.

6. Confidential Information

6.1 The Contractor acknowledges that in the course of providing the Services, the Contractor may create or have access to information that is treated as confidential and proprietary by the Client, including, without limitation, information pertaining to any Deliverables in each case whether spoken, written, printed, electronic, or in any other form or medium (collectively, the "**Confidential Information**").

6.2 The Contractor shall treat all Confidential Information as strictly confidential and only use the Confidential Information for the purpose of the Services. The Contractor shall not, without the prior written authorization of the Client, either during the Term or at any time after the termination of this Agreement:

- (a) use any Confidential Information for the benefit or purposes of the Contractor or any other person, company, or organization whatsoever; or
- (b) disclose any Confidential Information to any person, company or other organization whatsoever.

6.3 Confidential Information shall not include information that is or becomes generally available to the public other than through the Contractor's breach of this Agreement or is communicated to the Contractor by a third party that had no confidentiality obligations with respect to such information.

6.4 If, either during the Term or after the termination of this Agreement, the Contractor is compelled or required to disclose any Confidential Information by law or court order or pursuant to any requirement, request or process of any legal, regulatory or governmental authority, the Contractor shall:

- (a) give the Client immediate prior written notice of such requirement, request or process so that the Client may seek an appropriate protective order or other remedy; and
- (b) cooperate with the Client to obtain such protective order or other remedy.

6.5 The Contractor shall require each of the Contractor's Personnel to execute written agreements securing for the Client the rights provided for in this Section 6 prior to and as a condition of the Contractor's Personnel providing or performing any Services under this Agreement.

7. Non-Solicitation During the Term of this Agreement and for a period of 12 months following the termination or expiration of this Agreement, the Contractor shall not make any solicitation to employ the Client's personnel without the prior written consent of the Client. For the purposes of this clause, a general advertisement or notice of a job listing or opening or other similar general publication of a job search or availability to fill employment positions, including

on the internet, shall not be construed as a solicitation or inducement, and the hiring of any such employees or independent contractor who freely responds thereto shall not be a breach of this clause.

8. Representations and Warranties

8.1 The Contractor represents and warrants that:

- (a) the Contractor has the right to enter into this Agreement, to grant the rights granted herein and to perform fully the Contractor's obligations in this Agreement;
- (b) the Contractor's performance of the terms this Agreement and the engagement of the Contractor with the Client do not and will not breach any confidentiality, non-competition, non-solicitation, proprietary rights or other agreement entered into by the Contractor with any third party;
- (c) the Contractor has the required skill, experience, and qualifications to perform the Services;
- (d) the Contractor shall perform the Services in a professional and workmanlike manner in accordance with best industry standards for similar services, and in compliance with all applicable federal, provincial, territorial, and municipal laws and regulations;
- (e) the Contractor shall devote such time, attention, and energy as is necessary to implement and comply with its obligations under this Agreement;
- (f) the Contractor will provide the Client with good and valid title in and to all Deliverables, free and clear of all encumbrances and liens of any kind; and
- (g) all Deliverables are and shall be the Contractor's original work (except for material in the public domain or provided by the Client) and do not and will not violate or infringe upon the intellectual property rights or any other rights whatsoever of any person, firm, corporation or other entity.

8.2 The Client represents and warrants that:

- (a) the Client has the full right, power, and authority to enter into this Agreement and to perform its obligations hereunder; and
- (b) the execution of their Agreement by its representatives whose signature is set forth at the end of this Agreement has been duly authorized by all necessary corporate action.

9. Indemnification

9.1 The Contractor shall defend, indemnify, and hold harmless the Client and its officers, directors, employees, agents, successors, and assigns from and against all losses, damages, liabilities, deficiencies, actions, judgments, interest, awards, penalties, fines, costs, or expenses of whatever kind, arising out of or resulting from:

- (a) bodily injury, death of any person, or damage to real or tangible personal property, resulting from the Contractor's or the Contractor's Personnel's acts or omissions; and
- (b) the Contractor's breach of any representation, warranty, or obligation under this Agreement.

9.2 The Client may satisfy such indemnity (in whole or in part) by way of deduction from any payment due to the Contractor.

10. Insurance

10.1 Intentionally Deleted.

11. Termination

11.1 During the Term, either party may terminate this Agreement without cause upon 7 days' written advance notice to the other party. The principles of mitigation apply to any damages owed for termination of this Agreement without required notice, other than minimum payments required by statute. In the event of termination by the Client pursuant to this clause, the Client shall pay the Contractor for any Services completed up to and including the effective date of such termination.

11.2 Either party may terminate this Agreement during the Term, effective immediately for cause, without advance notice or payment in lieu of such notice. Without restricting the generality of the foregoing, "cause" includes a material breach of the provisions of this Agreement, where such breach is incapable of cure, or with respect to a material breach capable of cure, where the breaching party does not cure such breach within 5 days after receipt of written notice of such breach.

11.3 Upon the expiration or the termination of this Agreement for any reason, or at any other time upon the Client's written request, the Contractor shall promptly:

- (a) deliver to the Company all tangible documents and materials (and any copies) containing, reflecting, incorporating or based on the Client's Confidential Information;
- (b) permanently erase all of the Client's Confidential Information from the Contractor's computer systems; and
- (c) certify in writing to the Client that the Contractor has complied with the requirements of this clause.

- (d) document to Client all code, design, notes developed during the course of the Agreement.

12. Miscellaneous

12.1 Each party shall, upon the reasonable request, and at the sole cost and expense of the other party, promptly execute such documents and perform such acts as may be necessary to give full effect to the terms of this Agreement.

12.2 This Agreement will be binding on and shall enure to the benefit of the parties hereto and their respective successors and assigns. Nothing in this Agreement, express or implied, is intended to or shall confer upon any other person any legal or equitable right or benefit of any nature whatsoever. The Contractor shall not assign any rights under this Agreement, without the Client's prior written consent.

12.3 The headings in this Agreement are inserted for convenience or reference only and are in no way intended to describe, interpret, define, affect the construction of or limit the scope, extent, or intent of this Agreement or any provision of this Agreement.

12.4 Any amendment to this Agreement must be in writing and executed by both parties. No waiver by any party of any of the provisions hereof shall be effective unless it is set in writing and signed by the waiving party. No waiver of any provision in this Agreement shall be deemed or constitute a waiver of any other provision.

12.5 This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein. Each party irrevocably submits to the exclusive jurisdiction and venue of the courts located in the Province of Ontario in any legal suit, action, or proceeding arising out of or based upon this Agreement or the Services provided hereunder.

12.6 All terms and conditions under Section 3.4, Section 3.5, Section 5, Section 6, Section 7, Section 8.1(f), Section 9 and Section 11.3, shall survive the termination of this Agreement whether the termination is initiated by the Contractor, by the Client, on a with or without cause basis, or by mutual agreement, or whether the termination is lawful or unlawful.

12.7 The Contractor acknowledges and agrees that monetary damages might not be a sufficient remedy for any breach of this Agreement by the Contractor, and that, in addition to all other remedies available at law, the Client shall be entitled to seek injunctive or other equitable relief as a remedy for any such breach.

12.8 If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall apply to the term or provision only to the extent of that invalidity or unenforceability, and shall not affect any other term or provision of this Agreement.

12.9 This Agreement, together with any other documents incorporated herein by reference and related exhibits and schedules, constitutes the sole and entire agreement of the

parties to this Agreement with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

Shahryar Ahmed

By *Shahryar Ahmed*
Shahryar Ahmed (Sep 12, 2025 14:59:52 EDT)

Date: September 12, 2025

Dentacloud Technology Inc.

By _____

Name: Dr. John Maggiras

Title: CEO

Date: September 12, 2025

SCHEDULE 1

1. SERVICES:

- Software development including but not limited to:
 - Front-end and back-end development services
 - Data scrapping
 - Product design
 - UI/UX design
 - AI development tools
- Other tasks as requested by Client that is agreed by Contractor

2. EQUIPMENT, TOOLS, OR MATERIALS PROVIDED BY COMPANY:

- Other equipment as maybe requested by Contractor and approved by Client.

3. FEES:

The Contractor's commission structure will be as follows:

- \$4,000 CAD inclusive of any applicable sales tax
- Payable 10 business days after the last day of the month
- Method of payment by either e-transfer or direct deposit

4. DELIVERABLES:

- Anything created by Contractor in their performance of the Services.
- All code, design, notes, mocks to be documented and shared to the Client

5. PRE-EXISTING INTELLECTUAL PROPERTY RIGHTS: None.