

## INDEPENDENT CONTRACTOR AGREEMENT

The Independent Contractor Agreement (hereinafter referred to as the "Agreement") is made and entered into as of April 01, 2016 (hereinafter referred to as the "Effective Date"), by and between ProVal Technologies Inc (hereinafter referred to as the "Company"), of FL and John Doe, resident of None (hereinafter referred to as the "Contractor" or "Consultant"). RECITALS WHEREAS, Company considers Contractor qualified to perform certain services required by and for the benefit of Company; WHEREAS, Company wishes to retain Contractor to perform such services in the capacity of Independent Contractor; and WHEREAS, Contractor wishes to perform such services in exchange for the compensation as set forth in this Agreement; NOW, THEREFORE, in consideration of the mutual promises, covenants, warranties, and other good and valuable consideration set forth herein, Company and Contractor hereby agree as follows:

### TERMS

1. **WORK TO BE PERFORMED:** Contractor shall perform Software Engineer services for the benefit of the Company.
2. **COMPENSATION:** Company shall pay a fee to Contractor, in consideration for the professional services to be provided by Contractor. The company shall pay the Contractor a fee of \$28.85. The Contractor shall be required to maintain a detailed work log and timesheet which would be submitted to the company on a weekly basis and approved by the Company.
3. **TERM:** Contractor shall start providing the services specified hereunder on or before the start date. Either party can terminate the agreement with immediate effect at any time.
4. **INDEPENDENT CONTRACTOR RELATIONSHIP:** Contractor's relationship with the Company is that of an independent contractor and nothing in this Agreement is intended to, or shall be construed to create a partnership, agency, joint venture, employment or similar relationship. Contractor will not be entitled to any of the benefits that the Company may make available to its employees, including, but not limited to, group health or life insurance, profit-sharing or retirement benefits. The contractor is not authorized to make any representation, contract or commitment on behalf of Company unless specifically requested or authorized in writing to do so by Company. The contractor is solely responsible for, and will file, on a timely basis, all tax returns and payments required to be filed with, or made to, any federal, state or local tax authority with respect to the performance of services and receipt of fees under this Agreement. Contractor is solely responsible for, and must maintain adequate records of, expenses incurred in the course of performing services under this Agreement. Provided that Contractor remains an "independent contractor" as defined in the Internal Revenue Code, no part of the Contractor's compensation will be subject to withholding by Company for the payment of any social security, federal, state or any other employee payroll taxes. Company will report amounts paid to Contractor by filing Form 1099-MISC with the Internal Revenue Service as required by law.
5. **CONFIDENTIALITY:** Definition of Confidential Information. "Confidential Information" means (a) any technical and non-technical information related to the Company's business and current, future and proposed products and services of Company, including for example and without limitation, Company Innovations,

Company Property and Company's information concerning research, development, design details, and specifications, financial information, procurement requirements, engineering and manufacturing information, customer lists, business forecasts, sales information, and marketing plans and (b) any information that may be made known to the Contractor and that Company has received from others that Company is obligated to treat as confidential or proprietary. (b) Nondisclosure and Non-Use Obligations. Except as permitted in this Section, Contractor shall not use, disseminate or in any way disclose the Confidential Information. The contractor may use the Confidential Information solely to perform the services specified hereunder for the benefit of the Company. Contractor shall treat all Confidential Information with the same degree of care as Contractor accords to Contractor's own confidential information, but in no case shall Contractor use less than reasonable care. If the Contractor is not an individual, the Contractor shall disclose Confidential Information only to those of Contractor's employees who have a need to know such information. Contractor certifies that each such employee will have agreed, either as a condition of employment or in order to obtain the Confidential Information, to be bound by terms and conditions at least as protective as those terms and conditions applicable to Contractor under this Agreement. The contractor shall immediately give notice to the Company of any unauthorized use or disclosure of the Confidential Information. The contractor shall assist Company in remedying any such unauthorized use or disclosure of the Confidential Information. The contractor agrees not to communicate any information to the Company in violation of the proprietary rights of any third party. (c) Exclusions from Nondisclosure and Nonuse Obligations. Contractor's obligation under Section 5(b) (Nondisclosure and Nonuse Obligations) shall not apply to any Confidential Information that The contractor can demonstrate (a) was in the public domain at or subsequent to the time such Confidential Information was communicated to Contractor by Company through no fault of Contractor; (b) was rightfully in Contractor's possession free of any obligation of confidence at or subsequent to the time such Confidential Information was communicated to Contractor by Company; or (c) was developed by employees of Contractor independently of and without reference to any Confidential Information communicated to A contractor by Company. A disclosure of any Confidential Information by Contractor (a) in response to a valid order by a court or other governmental body or (b) as otherwise required by law shall not be considered to be a breach of this Agreement or a waiver of confidentiality for other purposes; provided, however, that Contractor shall provide prompt prior written notice thereof to Company to enable Company to seek a protective order or otherwise, prevent such disclosure.

**6. OWNERSHIP AND RETURN OF COMPANY PROPERTY:** All Company Property and any materials (including, without limitation, documents, drawings, papers, diskettes, tapes, models, apparatus, sketches, designs, and lists) furnished to a contractor by Company, whether delivered to the Contractor by Company or made by Contractor in the performance of services under this Agreement (collectively, the "Company Property"), are the sole and exclusive property of Company or Company's suppliers or customers. Contractor agrees to keep all Company the property at Contractor's premises unless otherwise permitted in writing by Company. After any request by Company, Contractor shall destroy or deliver to the company, at Company's option, (a) all Company Property and (b) all materials in Contractor's possession or control.

**7. OBSERVANCE OF COMPANY RULES:** At all times, Contractor will observe the Company's rules and regulations with respect to conduct, health, safety and protection of persons and property.

**8. OWNERSHIP OF WORKS CREATED:** All original works resulting from the Contractor's performance of its duties hereunder are deemed to be "works made for hire" and will be and will remain the sole and exclusive property of the Company. This includes potential copyrights, trademarks, and patents. The Contractor, at the Company's request and sole expense, will assign to the Company in perpetuity all proprietary rights that it may have in such works. Such assignment shall be done by documents as prepared by the Company. Should the Company elect to register claims of ownership to any such works, Contractor will, at the expense of the Company, do such things, sign such documents and provide such reasonable

cooperation as is necessary for the Company to register such claims, and obtain, protect, defend and enforce such proprietary rights. Contractor shall have no right to use any trademarks or proprietary marks of the Company without the express, prior written consent of the Company regarding each use, except as otherwise set forth herein.

9. **NON-SOLICITATION:** During this Agreement, and for a period of **two (2) years** immediately following the termination or expiration of this Agreement, Contractor agrees not to directly or indirectly solicit or induce any prospect, client, employee or independent contractor, who was introduced to the Contractor by the Company.

10. **GENERAL PROVISIONS**

- a. **Successors and Assigns:** Contractor may not subcontract or otherwise delegate Contractor's obligations under this Agreement without Company's prior written consent. Subject to the foregoing, this Agreement will be for the benefit of the Company's successors and assigns and will be binding on the Contractor's assignees.
- b. **Injunctive Relief:** Contractor's obligations under this Agreement are of a unique character that gives them particular value; Contractor's breach of any of such obligations will result in irreparable and continuing damage to Company for which money damages are insufficient, and Company shall be entitled to injunctive relief and/or a decree for specific performance, and such other relief as may be proper (including money damages if appropriate).
- c. **Notices:** Any notice required or permitted by this Agreement shall be in writing and shall be delivered as follows, with notice deemed given as indicated: (a) by personal delivery, when actually delivered; (b) by overnight courier, upon written verification of receipt; (c) by facsimile transmission, upon acknowledgment of receipt of electronic transmission; (d) by electronic mail, upon acknowledgment of receipt or (d) by certified or registered mail, return receipt requested, upon verification of receipt. Notice shall be sent to the addresses set forth above or to such other address as either party may provide in writing.
- d. **Governing Law:** This Agreement shall be deemed to be made and entered into pursuant to the internal laws of the State of Florida and for all purposes this

Agreement shall be construed and interpreted in accordance with and be governed by the law of the State of Florida. Any action, proceeding or litigation arising from or related to this Agreement shall be filed and litigated exclusively in the state or federal courts located in Seminole County, Florida and the Parties hereby consent to jurisdiction in these courts and agree that venue is proper exclusively in these courts.

- e. **Severability:** If a court of law holds any provision of this Agreement to be illegal, invalid or unenforceable, (a) that provision shall be deemed amended to achieve an economic effect that is as near as possible to that provided by the original provision and (b) the legality, validity and enforceability of the remaining provisions of this Agreement shall not be affected thereby.
- f. **Waiver; Modification:** If Company waives any term, provision or Contractor's breach of this Agreement, such waiver shall not be effective unless it is in writing and signed by Company. No waiver by a party of a breach of this Agreement shall constitute a waiver of any other or subsequent breach by Contractor. This Agreement may be modified only by mutual written agreement of

authorized representatives of the parties.

- g. **Entire Agreement:** This Agreement constitutes the entire agreement between the parties relating to this subject matter and supersedes all prior or contemporaneous agreements concerning such subject matter, written or oral.

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

Employee Signature:

Print Full Name: John Doe

Dated: July 26, 2023

Accepted and agreed to:

A handwritten signature in blue ink, appearing to read 'Vikram Khanna', with a stylized, cursive script.

Name: Vikram Khanna

Title: CEO