

INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contractor Agreement ("Agreement") is made and entered into as of the Effective Date stated below, by and between the following parties:

Client: Orion Tech Solutions Pvt. Ltd.
Address: 54 Business Park Road, Hyderabad, India

Contractor: Marcus Reid Consulting
Address: 221 Harbor Street, Seattle, WA, USA

1. **Scope of Work.** Contractor agrees to perform the services described in Exhibit A ("Services"). Contractor shall determine the method, details, and means of performing the Services.
2. **Compensation.** Client agrees to pay Contractor the fees described in Exhibit B. Payment shall be made within 15 days of receipt of an invoice unless otherwise agreed in writing.
3. **Term & Termination.** This Agreement begins on the Effective Date and continues until completion of the Services unless terminated earlier by either party with written notice. Upon termination, Contractor shall be compensated for all work completed up to the termination date.
4. **Independent Contractor Status.** Contractor is engaged as an independent contractor. Nothing in this Agreement creates an employer–employee relationship. Contractor is responsible for all taxes, insurance, and benefits associated with their business operations.
5. **Confidentiality.** Contractor agrees not to disclose or use any confidential information obtained during the performance of the Services except as required to perform the Services.
6. **Intellectual Property.** Any work product created by Contractor specifically for Client under this Agreement shall be the property of Client upon full payment. Contractor retains all rights to pre-existing materials not created for Client.

7. **Warranties.** Contractor represents that all Services will be performed in a professional and workmanlike manner consistent with industry standards.

8. **Indemnification.** Contractor shall indemnify and hold Client harmless from any claims, damages, or liabilities arising from Contractor's breach of this Agreement or negligence in performing the Services.

9. **Limitation of Liability.** Except for breaches of confidentiality or indemnification obligations, neither party shall be liable for indirect, incidental, or consequential damages.

10. **Governing Law.** This Agreement shall be governed by and interpreted in accordance with the laws of the jurisdiction where Client's primary business address is located.

11. **Entire Agreement.** This Agreement constitutes the entire understanding between the parties and supersedes all prior agreements or representations.

Effective Date: 12 March 2025

Client Signature: Alex Turner

Contractor Signature: Marcus Reid