

Independent Contractor Agreement

THIS INDEPENDENT CONTRACTOR AGREEMENT (the "Agreement") is entered into as of July 9, 2025 (the "Effective Date").

BETWEEN:

Data-Driven Insights, LLC, a limited liability company organized under the laws of the State of California, with its principal place of business at 789 Analytics Way, San Francisco, CA 94105 (hereinafter referred to as the "Company").

AND:

Dr. Alistair Finch, an individual with a mailing address at 101 Scholar's Row, Berkeley, CA 94704 (hereinafter referred to as the "Contractor").

BACKGROUND

A. The Company is engaged in the business of providing advanced data analytics and business intelligence services to its clients. B. The Contractor has expertise in the field of machine learning and statistical analysis and is willing to provide services to the Company as an independent contractor.

AGREEMENT

In consideration of the foregoing and the mutual covenants set forth below, the Parties hereby agree as follows:

1. Services

The Contractor agrees to perform the data analysis and strategic consulting services as more fully described in the Statement of Work (SOW) attached hereto as **Exhibit A** (the "Services"). The Contractor shall use their best efforts to perform the Services in a professional and diligent manner.

2. Term

This Agreement shall commence on the Effective Date and shall continue in full force and effect until December 31, 2025, unless terminated earlier as provided in Section 7 of this Agreement (the "Term").

3. Compensation

3.1 Rate. The Company shall pay the Contractor a rate of **one hundred fifty U.S. dollars (\$150.00) per hour** for Services rendered. The total compensation under this Agreement shall not exceed fifty thousand U.S. dollars (\$50,000.00) without prior written approval from the Company.

3.2 Invoicing. The Contractor shall submit itemized invoices to the Company on a monthly basis, detailing the hours worked and a description of the Services performed. All invoices shall be due and payable within thirty (30) days of receipt by the Company.

4. Independent Contractor Status

4.1 Relationship. The Contractor's relationship with the Company will be that of an independent contractor and not that of an employee. Nothing in this Agreement shall be construed to create a partnership, joint venture, or employer-employee relationship.

4.2 Taxes and Benefits. The Contractor shall be solely responsible for paying all federal, state, and local taxes, including self-employment taxes, arising from the compensation paid hereunder. The Contractor is not eligible for any vacation, pension, retirement, health, or other benefits afforded to employees of the Company.

5. Intellectual Property Rights

5.1 Work Product. The Contractor agrees that all reports, analyses, inventions, code, documentation, and other materials created or developed by the Contractor in connection with the performance of the Services (collectively, the "Work Product") shall be the sole and exclusive property of the Company.

5.2 Assignment. The Contractor hereby assigns to the Company all of its right, title, and interest in and to the Work Product, including all intellectual property rights therein.

6. Confidentiality

The Contractor agrees that during the Term and thereafter, they will not disclose or use any proprietary or confidential information of the Company, its clients, or its affiliates, except as necessary to perform the Services.

7. Termination

7.1 Termination for Convenience. Either Party may terminate this Agreement for any reason upon providing fourteen (14) days' written notice to the other Party.

7.2 Termination for Cause. The Company may terminate this Agreement immediately upon written notice to the Contractor in the event of the Contractor's material breach of any provision of this Agreement.

7.3 Payment upon Termination. Upon termination, the Company shall pay the Contractor for all Services performed and approved up to the effective date of termination.

8. Governing Law

This Agreement and any dispute arising hereunder shall be governed by the laws of the State of California, without regard to its conflict of laws provisions.

IN WITNESS WHEREOF, the Parties hereto have executed this Independent Contractor Agreement as of the Effective Date.

COMPANY: Data-Driven Insights, LLC

By: _____ Name: Sarah Jenkins Title: Chief Operating Officer

CONTRACTOR:

By: _____ Name: Dr. Alistair Finch