

# INDEPENDENT CONTRACTOR AGREEMENT

**Date:** 22<sup>nd</sup> December 2025

**BETWEEN:**

**Abhijith Suboyin** (hereinafter referred to as the "**Client**")

**AND:**

**E Velan** (hereinafter referred to as the "**Contractor**")

## 1. Services & Scope of Work

The Contractor agrees to perform software development services to build "The Executive Context Engine" Proof of Concept (POC). The specific requirements, functional specifications, and deliverables are detailed in **Exhibit A (Project Scope)** attached hereto.

## 2. Term & Timeline

- **Start Date:** 23<sup>rd</sup> December 2025
- **Duration:** The project must be completed within **10 Working Days** of the Start Date.
- **Deadline:** All deliverables must be submitted by latest January 15th.

## 3. Compensation & Payment Schedule

The Client agrees to pay the Contractor a total fixed fee of **\$300 USD**. Payment shall be released via **Bank Transfer** according to the following schedule:

1. **Kick-off Payment (30% - \$90 USD):** Paid upon execution of this Agreement.
2. **Final Payment (70% - \$210 USD):** Paid strictly upon delivery of all items listed in "Deliverables Checklist" (Exhibit A) and successful verification of the deployed demo by the Client.
3. **Bank Details:** E Velan, Account no. 73790100014335, IFSC. BARB0VJINFA

## 4. Intellectual Property Rights (Work Made for Hire)

- **Ownership:** The Contractor agrees that all work products, including but not limited to source code, algorithms, UI designs, documentation, and data architecture created under this Agreement (the "Work Product"), are deemed "Work Made for Hire."
- **Assignment:** To the extent that the Work Product does not qualify as a work made for hire under applicable law, the Contractor hereby irrevocably assigns, transfers, and conveys to the Client exclusive, worldwide, and perpetual ownership of all rights, title, and interest in the Work Product, including all Intellectual Property rights.
- **No Retained Rights:** The Contractor retains no rights to use, license, or sell the code or design concepts created for this project to any third party.

## 5. Confidentiality (NDA)

- **Definition:** "Confidential Information" includes the project concept ("Context-First Connection"), business strategies, API keys, mock data, and any proprietary logic shared by the Client.

- **Obligation:** The Contractor agrees to hold all Confidential Information in strict confidence. The Contractor shall not disclose, copy, or use any Confidential Information for any purpose other than performing the obligations under this Agreement.
- **Survival:** This clause survives the termination of this Agreement indefinitely.

## 6. Warranties & Representations

The Contractor warrants that:

1. **Original Work:** The Work Product is original and does not infringe upon the intellectual property rights of any third party.
2. **No Malicious Code:** The software delivered will be free of viruses, backdoors, or malicious code.
3. **Third-Party Components:** Any open-source libraries used are compliant with their respective licenses and allow for commercial use.

## 7. Legal Waiver, Indemnification & Compliance (Scraping Policy)

- **Compliance with Laws (Scraping):** The Contractor acknowledges the Client's strict requirement to use Public Data APIs only (e.g., SerpApi, RapidAPI). The Contractor warrants that they will not develop bots that bypass authentication walls, require user login credentials, or violate the Terms of Service of LinkedIn or Twitter/X in a manner that creates legal liability.
- **Indemnification:** The Contractor agrees to indemnify, defend, and hold harmless the Client from any claims, damages, or legal fees arising out of the Contractor's negligence, breach of contract, or violation of third-party IP rights (e.g., illegal scraping methods).
- **Limitation of Liability:** The Client shall not be liable for any injury, loss, or damage arising from the Contractor's performance of the services. The Client provides no warranty regarding the profitability or success of the project.

## 8. Termination

The Client reserves the right to terminate this Agreement immediately if the Contractor fails to meet the timeline, produces substandard code, or violates the Confidentiality clause. In such an event, the Client shall pay only for the pro-rated value of usable work delivered up to that point, and ownership of all partial work shall remain with the Client.

## 9. Acceptance

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

### Client:

Signature: \_\_\_\_\_  


Name: ABHJITH SUBOYIN

### Contractor:

Signature: \_\_\_\_\_  


Name: E VELAN

## EXHIBIT A: PROJECT SCOPE & SPECIFICATIONS

**Project Name:** The Executive Context Engine (POC)

**Tech Stack:** React.js, Tailwind CSS, Python (FastAPI/Flask), Public Data APIs.

**Objective:** Develop a high-fidelity Proof of Concept (POC) for a specialized networking platform designed for founders, CXOs, and investors. The goal is to demonstrate a "Context-First" connection workflow that aggregates public data to facilitate warm, high-value introductions.

### 1. The Core Value Proposition

We are moving beyond static LinkedIn profiles. This POC demonstrates **"The Warmest Cold Call."**

Instead of browsing a profile manually, the user inputs a target (e.g., "Satya Nadella"), and the system instantly aggregates their recent digital footprint (latest posts, articles, tweets) to generate the perfect context for a connection request.

### 2. The User Journey (The Demo Flow)

The POC will consist of a streamlined 3-step flow to validate the concept to investors:

- **Step 1: The Radar (Input)**
  - A clean, minimal search interface (For example: Google/Perplexity style).
  - User types a Name and Company (e.g., "Jensen Huang, Nvidia").
- **Step 2: The Aggregation (The "Magic" Moment)**
  - Loading animation showing the system "scanning" public sources.
  - **Core Feature:** The system retrieves the target's **latest 3 public posts/activities** from LinkedIn (primary), Twitter/X, or News.
  - *Note for Dev:* For the POC, we can use a Public Data API (e.g., RapidAPI, SerpApi)
- **Step 3: The "Context Card" & Action**
  - Layout: Use a "Bento Grid" layout (grid of rectangular cards of different sizes).
    - **Card A (The Hook):** Displays the target's **Latest Post** verbatim.
      - *Visual:* Highlight keywords in the post (e.g., if they wrote about "AI regulation," highlight that).
    - **Card B (The Synthesis - GenAI):** A 2-sentence AI summary of *why* this matters.
      - *Example:* "Brian is currently focused on regulation. He is likely receptive to solutions regarding compliance."

- **Card C (The Icebreaker):** Three AI-generated options for a "Warm Intro" message.
  - *Option 1 (Direct):* "Saw your post on AI regulation..."
  - *Option 2 (Insightful):* "Regarding your point on compliance..."
- **Card D (The Action):** A glowing "Request Connection" button. When clicked, it opens a chat window pre-filled with the selected Icebreaker.

### 3. Functional Recommendation [Not a Requirement]

#### A. Frontend (UI/UX)

- **Tech:** React.js, Tailwind CSS, Framer Motion (for smooth micro-animations).
- **Design:** High-end "fintech" aesthetic.
- **Key Elements:**
  - **Live Feed Widget:** A component that displays the "Scraped" posts in a clean timeline cards format.
  - **Smart Buttons:** "Draft Intro" button that triggers a light AI text generation.
  - **Navigation:** Minimal (Home, Context Search, Messages).

#### B. Backend & Data (The "Scraper" Logic)

- **Tech:** Python (FastAPI or Flask).
- **Data Aggregation (The Scraper):**
  - The backend must accept a "Name" and query for public information.
  - *Implementation Strategy:* Integration of a search API (like **SerpApi** or **RapidAPI**) to pull real-time snippets of LinkedIn public posts/headers without needing a heavy or ban-prone custom scraper.
- **GenAI Integration:**
  - Simple wrapper to read the "Scraped" text and output a 2-sentence intro hook. Will provide API keys, Dev can use Google API keys for his tests.

### 4. Deliverables Checklist

1. **Deployed Web App:** Live link (Vercel/Netlify) accessible on mobile and desktop.
2. **Source Code:** GitHub repository with clean documentation.
3. **Demo Data:** A "White-list" of 5 famous CEO/Company names to show perfect data (for investor demos), while generic search works via API.
4. **UI Kit:** 2 Color themes (accessible via settings) to show white-labelling potential.

## Deliverables Checklist

The Final Payment is contingent upon the delivery of:

1. **Deployed Web App:** Live link (Vercel/Netlify) fully accessible on mobile/desktop.
2. **Source Code:** GitHub repository with clean documentation and guide.
3. **Demo Data and Environment:** Working platform where the user is able to input CEO/Company names for investor demos.
4. **UI Kit:** 2 Color themes accessible via settings. Sample UI provided below as a clean minimal aesthetic is expected. The Contractor has full creative freedom to explore this further.

