

# **Contractor Agreement**

**CTR-40262**

## **Preamble and Recitals**

This Contractor Agreement, effective as of the first day of April, two thousand twenty-five (04/01/2025), is entered into between Fontara Inc., a Healthcare company incorporated under the laws of the United States, with its principal place of business at 123 Health Drive, Washington, D.C., and Fontara Corp., with its principal address at 789 Service Lane, Washington, D.C. Fontara Inc. (hereinafter "Company") engages Fontara Corp. (hereinafter "Contractor") to deliver healthcare consultancy and related services to enhance operational efficiency within the Company's facilities. Whereas, Company desires to utilize Contractor's expertise to facilitate certain projects, and whereas, Contractor agrees to perform such services, the parties hereby agree as follows.

## **Definitions**

For the purposes of this Agreement, the following terms shall have the meanings set forth below: "*Confidential Information*" refers to any and all proprietary data, documents, and information not publicly disclosed. "*Services*" denote the professional healthcare consultancy tasks and deliverables specified in Exhibit A. "*Term*" means the period starting from the Effective Date lasting one (1) year.

## **Engagement & Scope**

Contractor agrees to provide healthcare consultancy services, including strategic assessments, regulatory compliance reviews, and system analysis as detailed in the attached Exhibit A. Deliverables shall include bi-monthly reports and milestone presentations to the Company's management team.

## **Term & Renewal**

This Agreement shall commence on the Effective Date and shall continue in full force and effect until the expiration date of April first, two thousand twenty-six (04/01/2026). Unless either party provides written notice of non-renewal at least ninety (90) days prior to the expiration date, this Agreement shall automatically renew for successive one-year terms. Renewal notice for the following term must be delivered by January first, two thousand twenty-six (01/01/2026), and any intent for action must be confirmed by November fifteenth, two thousand twenty-five (11/15/2025).

## **Compensation & Expenses**

Company shall compensate Contractor on the basis of hourly fees as detailed in Exhibit B.

Invoices shall be issued monthly and payable by the Company within forty-five (45) days of receipt. Reasonable and pre-approved expenses incurred by Contractor shall be reimbursable upon presentation of valid receipts.

## **Independent Contractor Status**

Contractor shall perform the Services as an independent contractor and shall not be considered an employee of Company for any purpose. Contractor is solely responsible for payment of all taxes arising from its activities under this Agreement.

## **Confidentiality & IP Assignment**

Contractor shall maintain all Confidential Information in strict confidence and shall exercise at least the same degree of care that it uses to protect its own confidential information, but never less than reasonable care. All deliverables and work product created under this Agreement shall be exclusively owned by Company and Contractor hereby assigns all rights, title, and interest in any work developed under this Agreement to Company.

## **Compliance with Laws**

Contractor shall comply with all applicable federal, state, and local laws, regulations, and ordinances relevant to health care services and consultancy practices, ensuring thorough adherence to compliance principles including HIPAA requirements.

## **Warranties & Indemnification**

Contractor warrants that the services will be performed in a professional and workmanlike manner. Each party agrees to indemnify, defend, and hold harmless the other party against any third-party claims resulting from breach, negligence, or intellectual property infringement, provided that notice of such claims is promptly given and the indemnitee cooperates in the defense thereof.

## **Insurance Requirements**

Contractor shall maintain commercial general liability insurance with coverage limits of one million (1,000,000) dollars per occurrence, professional liability insurance with coverage limits of two million (2,000,000) dollars aggregate, and workers' compensation insurance as required by law.

## **Termination & Transition**

Either party may terminate this Agreement for cause, subject to written notice ninety (90) days prior to the desired termination date, or for convenience with thirty (30) days' notice. Upon termination, Contractor shall facilitate handover processes, returning all property and confidential information to the Company.

## **Governing Law & Dispute Resolution**

This Agreement shall be governed by the laws of the United States and any disputes arising hereunder shall be resolved exclusively in the federal or state courts located in Washington, D.C.

## **Miscellaneous**

This Agreement constitutes the entire understanding between the parties and supersedes all prior negotiations or agreements. No assignment shall occur without prior written consent of the other party, except in instances of change of control. Neither party shall be liable for any breach owing to force majeure circumstances. Any notices required hereunder shall be deemed sufficiently delivered if sent via certified mail to the respective addresses provided.

## **Signatures**

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

Fontara Inc.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Fontara Corp.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_