

INDEPENDENT CONTRACTOR SERVICE AGREEMENT

This Independent Contractor Service Agreement (“Agreement”) is made this offer 08 January 2026, by and between:

PRIME SYSTEM SOLUTIONS FZ-LLC, a company organized under the laws of Dubai, with principal office address at CWEPO363 Compass Building, Al Shohada Road, Al Hamra Industrial Zone-FZ, Ras Al Khaimah, United Arab Emirates, hereinafter referred to as the “Company”.

-and-

Farooq Butt (11), Pakistani, of legal age, 1, hereinafter referred to as “Contractor”.

WITNESSETH:

WHEREAS, the Company is engaged in the business of IT Consultancy/Technical Staff Augmentation;

WHEREAS, Contractor manifests and guarantees that he/she possesses the requisite qualities and competencies needed by the Company in the conduct and course of its business;

WHEREAS, the Company and the Contractor are mutually desirous to enter into an Independent Contractor Services Agreement in good faith, whereby the Company engages the services of the Contractor as an Independent Contractor;

NOW THEREFORE, for and in consideration of the foregoing premises, the parties mutually agree as follows:

SECTION 1. PURPOSE OF AGREEMENT

The Company hereby engages the Contractor to provide the services described in **Annex “A” (Page 5)** attached hereto (the “Services”). The Services shall be performed by Contractor as an independent contractor, and not as an employee of the Company.

SECTION 2. TERM OF AGREEMENT

This Agreement shall commence on 01 February 2026 and will continue until terminated by either party in accordance with the terms outlined in Section 8.

SECTION 3. PERFORMANCE OF SERVICES

The Contractor shall perform the Services in accordance with the standards set forth by the Company, as described in Annex “A” (Page #4), and any additional written specifications provided to Contractor by the Company. The Contractor shall perform the Services in a manner consistent with industry standards and shall exercise due care and diligence in the performance of the Services.

SECTION 4. CONTRACTOR’S RATE

The Company shall pay the Contractor a fixed fee as specified in **Annex “A”**. The Contractor shall be responsible for payment of all applicable taxes, including but not limited to income taxes as imposed by the local tax authorities in their country.

SECTION 5. OBLIGATIONS OF THE CONTRACTOR

The Contractor shall:

- I. Faithfully and diligently perform all Services and related duties with all due care and skill, at not less than industry standard best practice;
- II. Supply all Services and Works as they have been specified in accordance with agreed schedules for completion and delivery;
- III. Not do anything that may detrimentally affect the Company's business;
- IV. Comply with all reasonable directives of the Company relative to this Agreement.

SECTION 6. CONTRACTOR STATUS

The parties acknowledge that the Contractor is an independent contractor. Therefore, the Contractor shall provide services under this Agreement as an independent contractor and shall have control over the manner and means of performing the Services. The Contractor shall be responsible for paying all taxes, insurance, and other similar obligations associated with being an independent contractor.

SECTION 7. REIMBURSEMENTS

The Company may reimburse the Contractor for direct expenses incurred for travel, accommodation, meals, and other expenses associated with the Services subject to a separate agreement in writing and verification of receipts and/or other relevant expense records.

SECTION 8. TERMINATION

This Agreement may be terminated in accordance with the terms set forth below. Notwithstanding, Sections 9, 10 and 15 of this Agreement shall continue to remain in force even after termination of this Agreement:

8.1 Termination by Contractor (Resignation)

The Contractor may terminate this Agreement by providing **thirty (30) calendar days' prior written notice** to the Company. During this notice period, the Contractor shall continue to perform Services and support handover requirements. Failure to serve the full notice period may result in forfeiture of unpaid dues or penalties as per internal policy.

8.2 Termination by Company Without Cause

The Company may terminate this Agreement **without cause** by providing the Contractor **thirty (30) calendar days' written notice** or payment in lieu of notice. The Contractor shall be paid in full for all Services rendered up to the effective termination date.

8.3 Termination by Company for Cause

The Company may terminate this Agreement **with immediate effect** upon written notice if there is Cause. "Cause" includes:

- Material failure to perform assigned Services,
- Breach of Agreement terms,

- Misconduct or unethical behavior,
- Unauthorized disclosure of confidential information,
- Misrepresentation of qualifications or work.

No further compensation shall be payable beyond the date of termination in such cases.

8.4 Termination Due to Redundancy or Business Reasons

The Company may terminate this Agreement due to redundancy, restructuring, project cancellation, or similar business reasons by providing **thirty (30) days' notice** or compensation in lieu.

8.5 Termination Due to End of Assignment / Company Disengagement

The Contractor understands that their services may be linked to an external client. If the **Client (end-customer)** discontinues the engagement, terminates the seat, or requests the Contractor's removal:

- Prime System Solutions may attempt to reassign the Contractor, but cannot guarantee it,
- If reassignment is not possible, this Agreement may be terminated under Sections 8.2 or 8.4 with or without notice, depending on the contractual and financial viability.

8.6 Handover and Exit Obligations

Upon termination, the Contractor shall:

- Return all Company property to an appropriate representative of the Company and cease access to systems,
- Complete any required handover documentation,
- Cooperate in a professional transition process.

Final payment will be processed upon successful clearance and exit.

SECTION 9. CONFIDENTIAL INFORMATION

"Confidential Information" means information (whether or not recorded in documentary form, or stored on any magnetic or optical disk or memory) relating to the business, products, affairs and finances of any Group Company for the time being confidential to any Group Company and trade secrets including, without limitation, technical data, technology, processes and know-how relating to the business of any Group Company or any of their business contacts. The Contractor shall hold in confidence and shall not disclose to any third party or use for personal benefit any Confidential Information of the Company. Contractor shall return all such information upon termination and will be liable for any breach of this obligation.

SECTION 10. INTELLECTUAL PROPERTY RIGHTS

All intellectual property created during the engagement shall be the exclusive property of the Company. Contractor agrees to cooperate with the Company in enforcing and protecting such rights.

SECTION 11. NON-EXCLUSIVITY

The Contractor may engage in other professional work provided it does not conflict with the business interests of the Company. Contractor may not engage in work for a direct competitor without prior written approval of the Company.

SECTION 12. REMEDIES

Any breach of this Agreement may result in injunctive relief, damages, or specific performance as determined by applicable law. These remedies are not exclusive.

SECTION 13. ENTIRE AGREEMENT

This Agreement constitutes the full and final agreement between the parties and supersedes all prior discussions or understandings.

SECTION 14. AMENDMENT

Any changes to this Agreement must be in writing and signed by both parties.

SECTION 15. GOVERNING LAW AND DISPUTE RESOLUTION

The laws of Pakistan shall govern any provision that has not been provided for in this Agreement. Any dispute arising out of or in connection with this Agreement, including any question regarding its interpretation, scope, existence, validity or termination, shall be subject to the exclusive jurisdiction of the Courts at Lahore, Pakistan.

PRIME SYSTEM SOLUTIONS FZ-LLC

By:



Sadia Hamid
Chief Executive Officer

08 January 2026

CONFIRM:

Farooq Butt

08 January 2026:

ANNEX "A"

I. Contractor Designation: Odoo Developer

II. Contractor's Rate

- Basic Salary: 100000.0 PKR
- Allowances: 15000.0 PKR
- Special Instructions: remarks for employee
 - Probation Period: 3 Months.
 - Please note that Prime System Solutions shall not be held responsible for any deductions or charges imposed by the bank.
 - Health Insurance: OPD & IPD covered
 - Payment Cycle: Monthly, paid on the 5th of each month

III. Work Arrangement

hybrid Monday, Wednesday, Friday

IV. Work Schedule

12:00 PM - 9:00 PM (PST PK)

V. Conditional Incentives

Additional performance-based incentives may be awarded at the discretion of the Company based on delivery quality and role impact.