# Independent Contractor Agreement

This Independent Contractor Agreement (the "Agreement") is made and entered into as of this 15th day of September, 2025 (the "Effective Date"), by and between:

\*\*Client:\*\*

Emert.ai

400 NE 3rd Ave

Fort Lauderdale, FL 33301

J@emert.ai

224 944 4012

(hereinafter referred to as the "Client"), and

\*\*Contractor:\*\*

[Contractor Name]

[Contractor Address]

[Contractor Email]

[Contractor Phone Number]

(hereinafter referred to as the "Contractor").

The Client and the Contractor may be referred to individually as a "Party" and collectively as the "Parties."

## 1. Background

The Client is in the business of [briefly describe your company's business, e.g., developing and marketing AI-powered software solutions]. The Client desires to engage the Contractor to provide certain services in the field of software development, and the Contractor has the skills, qualifications, and expertise to provide such services.

This Agreement sets forth the terms and conditions under which the Contractor will provide services to the Client.

## 2. Services and Deliverables

The Contractor shall provide the following services to the Client (the "Services"):

- Assistance with the building and deployment of applications for emert.ai.

- Following weekly or monthly task lists provided by the Client.

- Other services as may be agreed upon by the Parties in writing.

The Contractor will be responsible for delivering work that meets the specifications and standards set by the Client. All work will be submitted to the Client for review and approval.

## 3. Compensation and Payment

In consideration for the Services, the Client will pay the Contractor at a rate of \*\*$17.00 USD per hour\*\*.

The Contractor's total hours will not exceed \*\*20 hours per week\*\* unless otherwise agreed upon in writing by both Parties.

The Contractor is responsible for calculating and submitting a detailed invoice of hours worked on a bi-weekly basis. Invoices should be sent to J@emert.ai and will be paid within 1 day of receipt.

## 4. Relationship of the Parties

It is understood by the Parties that the Contractor is an independent contractor with respect to the Client, and not an employee of the Client. The Client will not provide fringe benefits, including health insurance benefits, paid vacation, or any other employee benefit, for the benefit of the Contractor.

The Contractor is responsible for paying all applicable taxes, including but not limited to income tax, self-employment tax, and any other taxes required by law. The Client will not withhold any taxes from the Contractor's compensation.

## 5. Term and Termination

This Agreement will commence on the Effective Date and will continue until terminated by either Party.

Either Party may terminate this Agreement at any time for any reason, with or without cause, by providing written notice to the other Party.

Upon termination, the Contractor shall deliver all work in progress to the Client and will be compensated for all services performed up to the date of termination.

## 6. Intellectual Property

All intellectual property and related materials, including but not limited to, any trade secrets, moral rights, goodwill, relevant registrations or applications for registration, and rights in any patent, copyright, trademark, trade dress, industrial design and trade name (the "Intellectual Property") that is developed or produced under this Agreement, will be the sole property of the Client. The Contractor hereby assigns to the Client all of the Contractor's rights in the Intellectual Property.

The Contractor may not use the Client's Intellectual Property for any purpose other than that contracted for in this Agreement, except with the written consent of the Client. The Contractor will be responsible for any and all damages resulting from the unauthorized use of the Client's Intellectual Property.

## 7. Confidentiality

The Contractor agrees to keep all non-public information, including but not limited to, business information, customer lists, and financial information of the Client (the "Confidential Information") confidential. The Contractor will not disclose the Confidential Information to any third party without the prior written consent of the Client.

This obligation of confidentiality will survive the termination of this Agreement.

## 8. Subcontracting

The Contractor may engage subcontractors or delegate responsibilities to a partner to perform work under this Agreement. The Contractor must obtain the Client's prior written consent before engaging any subcontractor. The Contractor remains fully responsible for the performance of any subcontractor and for ensuring that the subcontractor complies with all terms of this Agreement.

## 9. Governing Law and Dispute Resolution

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, without regard to its conflict of laws principles.

Any dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity, or termination, shall be referred to and finally resolved by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules. The seat of the arbitration shall be Fort Lauderdale, Florida. The language of the arbitration shall be English.

## 10. Entire Agreement

This Agreement contains the entire agreement of the Parties and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the Parties.

## 11. Amendment

This Agreement may be modified or amended only if the amendment is made in writing and is signed by both Parties.

## 12. Severability

If any provision of this Agreement is held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

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

\*\*CLIENT\*\*

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Justin Emert

Founder & President

\*\*CONTRACTOR\*\*

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[Contractor Name]