

INDEPENDENT CONTRACTOR AGREEMENT (ENTITY)

THIS INDEPENDENT CONTRACTOR AGREEMENT (“Agreement”) is made and entered into as of this 1st day of November, 2023, between Synchronous Solutions, Inc. (the “Company”), an Illinois corporation with a place of business at 211 West Wacker Drive, Suite 300, Chicago, Illinois and Oak Ridge Automation (the “Contractor”), a North Carolina corporation with principal offices at 7509 Topsy Sq, Wake Forest, NC 27587.

RECITALS:

WHEREAS, the Company desires to retain Contractor and Contractor desires to provide certain services to the Company upon the terms and conditions set forth herein; and

WHEREAS, the execution of this Agreement by both parties replaces and supersedes any and all existing understandings and/or agreements, written or oral, between Contractor and the Company; and

WHEREAS, the Company desires to bind Contractor to certain confidentiality and non-competition obligations and Contractor is willing to be bound on all of the terms and conditions set forth herein.

AGREEMENT:

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Term. Contractor shall perform certain Services (as defined below) for the Company commencing on the 1st of November, 2023 and continuing until the 31st of December, 2023 (the "Term"). The Term may be extended at any time by the Company and Contractor by mutual agreement in writing. Further, this Agreement may be terminated pursuant to the provisions of Section 4 hereof.

2. Services.

(a) During the Term, the Company shall engage Contractor to perform certain services (the “Services”) for the Company as more fully set forth in the “Statement of Work” attached hereto as an Exhibit and in accordance with the terms hereof. Contractor shall perform Services at the Company’s client’s offices or otherwise agreed to in the Statement of Work.

(b) Contractor shall devote such amount of time as shall reasonably be necessary to perform the Services hereunder. Contractor shall devote its best efforts and skill to the performance of Services hereunder and conduct the Services under the terms and conditions of this Agreement and to the reasonable satisfaction of the Company. Contractor shall perform the Services with the degree of professional skill, care and diligence shown by a professional performing service of a comparable scope, purpose and magnitude customarily provided in the performance of such Services.

(c) Contractor and any and all of Contractor's employees, personnel and/or subcontractors shall be competent, qualified and licensed or certified as the case may be required. Contractor shall comply with all rules, regulations and policies of the Company and/or Company's client. Contractor shall cause its personnel, employees and subcontractors to be bound by written agreements sufficient to give effect to the provisions of this Agreement binding upon Contractor, including, without limitation, as set forth in Sections 7, 8 and 9 hereof. Contractor remains responsible for the professional and technical accuracy of all Services furnished hereunder, whether by the Contractor or its personnel, employees or subcontractor.

3. Compensation; Time Sheets. For the Services rendered by Contractor under this Agreement, Contractor will be compensated as indicated on the Statement of Work. Contractor must complete an approved time sheet (the "Time Sheet") which shall report all hours of work by Contractor and must be submitted to the Company. Such Time Sheets shall be submitted weekly to the Company unless otherwise agreed upon by the parties. Contractor shall invoice the Company monthly. Upon the Company's approval of the Time Sheet and invoice, the Company shall pay Contractor as indicated on the Statement of Work.

4. Termination.

(a) The Company may terminate this Agreement, at any time, with or without cause.

(b) Contractor shall provide the Company fourteen (14) days prior written notice of Contractor's intent to terminate this Agreement. If Contractor fails to provide written notice fourteen (14) days prior to the effective date, Contractor shall forfeit any and all compensation due to Contractor for Services performed for the Company in the preceding two (2) weeks.

(c) Upon the termination or expiration of this Agreement, all rights and obligations hereunder shall cease and terminate except as to the provisions set forth in Sections 7, 8, 9, 14 and 15 all of which will survive the termination of this Agreement.

5. No Company Nor Joint Venture; Independent Contractor.

(a) During the Term, the parties hereto intend by this Agreement solely to effect the appointment of Contractor as an independent contractor. No other relationship is intended to be created between the parties hereto. Nothing in this Agreement shall be construed as giving Contractor any rights in or ownership of the Company.

(b) In performing the Services described in this Agreement, Contractor shall at all times operate as an independent contractor, maintaining its own identity as distinct and separate from that of the Company. Nothing in this Agreement shall be deemed to create or constitute the relation of employer and employee, partners or joint venturers between the Company and Contractor. The Company and Contractor hereby acknowledge that (i) Contractor shall be solely responsible for and shall pay all taxes in respect of Contractor's income and engagement hereunder, including, without limitation, all social security, workers' compensation, and unemployment taxes; (ii) the Company will not withhold taxes

and other amounts from any payments of compensation to Contractor hereunder; and (iii) Contractor shall be solely responsible for health insurance, retirement and disability protection and all other so-called “fringe benefits” and the Company shall not in any way be responsible therefor. The Contractor shall not have, nor shall it represent itself as having, the power to make any contracts or commitments in the name of or binding upon the Company, to pledge the Company’s credit or to extend credit in the Company's name.

6. Company Policies. During the Term, Contractor is not eligible for any employee benefits provided by the Company to its employees, including, without limitation, health insurance, retirement benefits, vacation days, personal days or sick days. Contractor is not entitled to reimbursement of any travel expenses or any other expenses from the Company unless otherwise stated in the SOW. In the event that expenses are included in the SOW Contractor shall provide weekly receipts of any expenses incurred and Company shall reimburse Contractor all approved expenses and such expenses shall be paid to Contractor at the time of the next payment of compensation.

7. Non-Solicitation. Contractor acknowledges and agrees that in serving the Company in accordance with the terms of this Agreement, (i) Contractor will learn valuable trade secrets and other proprietary information of the Company, (ii) Contractor's Services to be rendered to the Company hereunder are unique in nature, (iii) the Company's business is national in scope and (iv) the Company would be irreparably damaged if Contractor were to provide services which are similar to the Services to any person or entity in violation of the restrictions contained in this Agreement. Accordingly, Contractor covenants and agrees that for so long as this Agreement remains in effect and thereafter for a period equal to the lesser of two (2) years from the date this Agreement is terminated or the longest time permitted by applicable law, Contractor shall not, directly or indirectly, either for itself or for any other person or entity:

(a) solicit any customer or client of Company with which Contractor dealt on behalf of the Company during the period of Contractor’s engagement by the Company, to purchase from any other source any service which could be provided by Company; or

(b) solicit any person employed or otherwise engaged by the Company to perform services for Contractor or any other person.

8. Disclosure of Confidential Information.

(a) Contractor acknowledges that Contractor will be in a position of trust and confidence with the Company as to “Confidential Information” (as defined below). During and after the Contractor’s engagement by the Company, the Contractor shall keep and hold Confidential Information in the strictest confidence and shall not disclose or use such Confidential Information except in strict confidence with the terms of this Agreement. Confidential Information means all unpublished information and all documents and other tangible things which record it, relating to or useful in connection with the Company’s business. Confidential Information includes, but is not limited to, the following sensitive types of information: (i) Company's marketing plans and strategies; (ii) Company's unpublished, manuals, know-how, techniques, methods, processes and the like; (iii) Company's finances; (iv) the identity, needs, purchase and payment patterns of, and special

relations with, Company's customers; (v) the identity, net prices and credit terms of, and special relations with, Company's subcontractors, vendors and suppliers; (vi) Company's proprietary software and business records; and (vii) any other information or documents which Contractor is told or reasonably should know Company regards as proprietary to it. If a dispute arises as to whether particular information is protectible as Confidential Information, Contractor shall bear the burden of proving that Company has published it, that it has become generally known within the industry or that it has otherwise entered the public domain without fault on Contractor's part.

(b) Contractor shall comply with all Company instructions (whether oral or written) for preserving the confidentiality of Confidential Information and shall only use Confidential Information in furtherance of its Services to be performed hereunder. Contractor shall not, except as Company otherwise expressly directs, (i) copy Confidential Information; (ii) directly or indirectly sell, give, loan or otherwise transfer any copy of Confidential Information to any person who is not a Company employee or agent; (iii) publish, speak, display or otherwise disclose Confidential Information to any third party; or (iv) use Confidential Information for Contractor's personal benefit or the benefit of any third party.

(c) Contractor shall promptly, upon the termination or expiration of this Agreement, return to the Company, without retaining copies, all tangible items, if any, including, without limitation, all reports, computer records, computer disks, source codes, property of the Company and any and all other Confidential Information.

9. Intellectual Property.

(a) Contractor acknowledges that in its capacity, it may be involved in (i) the conception, development, authorship or making of improvements, discoveries, computer programs, inventions or the like (which may or may not be patentable, trademarkable, copyrightable, saleable, or marketable), or (ii) the development of trade secrets relating to the business of the Company (being referred to sometimes herein collectively as "Intellectual Property"). Contractor acknowledges that all such Intellectual Property are and will remain the sole and exclusive property of the Company as "works made for hire" pursuant to 17 U.S.C. §101 and § 201(b) for which Company is deemed the author and copyright owner. To the extent that any Intellectual Property is not deemed "works made for hire," Contractor hereby assigns, and agrees to assign, to Company all right, title and interest in and to any and all such Intellectual Property, whether or not protected by statute, that are conceived, created, made, developed or acquired by Contractor in the performance of its obligations under this Agreement. Contractor will cooperate with and assist Company in the application for and the execution of any applications and/or assignments reasonably necessary to obtain any patent, copyright, trademark or other protection for any portion or component of the Intellectual Property as Company deems appropriate. Contractor hereby waives any rights it may have in or to such Intellectual Property, and Contractor hereby assigns to the Company all right, title and interest in and to such Intellectual Property. At the Company's request and at no charge to the Company, Contractor shall execute and deliver all such papers, including, without limitation, any assignment documents, and shall provide such cooperation as may be necessary or desirable, or as the Company may reasonably request, in order to enable the Company to secure and exercise its rights with respect to such Intellectual Property.

(b) As between the Company and Contractor, all right, title and interest, including with respect to copyright interests and any other Intellectual Property, in and to any software or any other programs, systems, data or materials produced or provided by Contractor, alone or in combination with the Company and/or its employees, under this Agreement, shall be the property of the Company. Contractor agrees that any contribution by Contractor or its personnel, employees or subcontractors to the creation of such works, including all copyright interest therein, shall be considered works made for hire by Contractor for the Company, and that such works shall, upon their creation, be owned exclusively by the Company. To the extent that any such works may not be considered works made for hire by the Company under applicable law, Contractor agrees to assign and, upon their creation, automatically assigns to the Company the ownership of such works, including copyright interests and any other Intellectual Property therein, without the necessity of any further consideration.

10. Reasonable Restrictions. Contractor acknowledges and agrees that the restrictions set forth in Sections 7, 8 and 9 are reasonable and necessary to protect the legitimate business interests of the Company and do not constitute an unreasonable restraint upon Contractor's ability to conduct its business. Contractor and Company agree that in the event that any of the restrictions in Sections 7, 8 and 9 of this Agreement are found to be unreasonable by a court of competent jurisdiction such court shall determine the limits and damages allowable by law.

11. Remedies. Contractor specifically recognizes that any breach of Sections 7, 8 or 9 hereof will cause irreparable injury to the Company and that actual damages may be difficult to ascertain, and in any event, would be inadequate. Accordingly, Contractor agrees that in the event of any such breach, the Company shall be entitled to injunctive relief in addition to such other legal and equitable remedies that may be available, without the posting of a bond or other security (to the extent waiver of such posting is permissible by law) or making a showing of any special damages or irreparable injury. Contractor also recognizes that the duration, scope, geographic area or other limitations set forth in Sections 7, 8 and 9 are reasonable and are properly required for the protection of the Company, and in the event that any such limitation is deemed to be unreasonable by a court of competent jurisdiction, Contractor and the Company agree that the maximum limitation that such court deems reasonable shall be substituted for the duration, scope, geographic area or other limitation provided herein.

12. Representations and Warranties; Covenants. Contractor hereby represents and warrants and covenants to the Company that Contractor's performance of the Services called for by this Agreement do not and shall not violate any applicable law, rule or regulation; any contracts with third parties; or any third-party rights in any patent, trademark, copyright, trade secret or similar right. Further, Contractor hereby represents and warrants and covenants to the Company that Contractor is duly organized, validly existing and in good standing under the laws of the State of its organization. Contractor is duly qualified to do business in the State of Illinois, if a foreign entity.

13. Insurance. Contractor shall maintain general commercial liability insurance and workers' compensation insurance in amounts and with companies reasonably satisfactory to the Company to cover all services and activities undertaken by Contractor, its personnel

and/or subcontractors. All insurance maintained by Contractor shall name the Company as an additional insured.

14. Release. Except with respect to the Company's obligations and duties pursuant to the terms of this Agreement, Contractor and its affiliates do hereby fully release and absolutely discharge the Company, and its employees, agents, affiliates, shareholders, officers, directors, successors and assigns, of and from any and all liabilities, charges, demands, debts, claims, losses, costs, expenses, and causes of action, of whatever kind or nature arising out of any bodily injury, death or personal property damage or otherwise that may occur while Contractor is performing Services or otherwise in connection therewith.

15. Indemnification. Notwithstanding any other terms and conditions in this Agreement, Contractor agrees to defend, indemnify, save and hold harmless fully, the Company, its shareholders, officers, directors, contractors, agents, affiliates and employees (the "Company Indemnitees") from and against any and all claims, suits or judgments, damages, losses, costs and expenses (including, without limitation, reasonable attorneys' fees), incurred by any of the Company Indemnitees in connection with or relating to (i) Contractor's breach of any of its warranties, representations, obligations and agreements hereunder, (ii) Contractor's violation of law, (iii) Contractor's acts or omissions; and (iv) any bodily injury, death and personal property damage suffered by any of Contractor's employees, agents, subcontractors or other third parties which are under Contractor's control that arise out of or in connection with Contractor performing its Services for the Company.

16. Miscellaneous.

(a) This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. Contractor may not assign this Agreement or any rights hereunder without the express prior written consent of the Company.

(b) This Agreement contains all of the agreements between the parties with respect to the subject matter hereof. This Agreement supersedes all other agreements, oral or written, between the parties hereto with respect to the subject matter hereof.

(c) This Agreement may not be amended, nor shall any waiver, change, modification, consent or discharge be effected, except by an instrument in writing executed by or on behalf of the party against whom enforcement of any amendment, waiver, change, modification, consent or discharge is sought. No waiver of any provisions of this Agreement shall be valid unless in writing and signed by the waiving party.

(d) If any provisions of this Agreement (or portions thereof) shall, for any reason, be invalid or unenforceable, such provisions (or portions thereof) shall be ineffective only to the extent of such invalidity or unenforceability, and the remaining provisions of this Agreement (or portions thereof) shall nevertheless be valid, enforceable and of full force and effect.

(e) This Agreement shall be governed by and construed in accordance with the internal laws of the State of Illinois. The parties hereto irrevocably agree that all actions or

proceedings in any way, manner or respect arising out of or from or related to this Agreement, shall be litigated only in courts having situs in the Northern District of Illinois. Each party consents and submits to the jurisdiction of any local, state or federal court located within the Northern District of Illinois and hereby waives any rights he or it may have to transfer or change the venue of any such litigation.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written.

CONTRACTOR:	COMPANY:
Oak Ridge Automation	SYNCHRONOUS SOLUTIONS, INC.
By:	By:
Its:	Its:
Date:	Date:

For purposes of Sections 7, 8 and 9 of the is Agreement, the undersigned individuals hereby join in and agree to be bound by this Agreement.

EIN#_____

Contractor Name:

