

INDEPENDENT CONTRACTOR AGREEMENT FOR COMPUTER HARDWARE SERVICES

Parties Involved: Scale Up Digital, Japheth Gikaru Oroo

This Independent Contractor Agreement ("Agreement") is made and entered into on **6th February 2025**, by and between:

- **Scale Up Digital**, a tech solutions company, (hereinafter referred to as "Company" or "Middleman"), and
- **Japheth Gikaru Oroo**, an independent contractor specializing in computer hardware services, (hereinafter referred to as "Contractor").

1. SCOPE OF WORK

The Contractor agrees to provide computer hardware services, including but not limited to:

- Hardware installation and setup
- Repair and maintenance of computers and related equipment
- Troubleshooting hardware issues
- Any other hardware-related services as requested by the Company or its clients

The Company will act as the intermediary between the Contractor and the clients, handling service requests, pricing, and customer communication.

2. INDEPENDENT CONTRACTOR RELATIONSHIP

The Contractor is an independent contractor and not an employee, partner, or agent of the Company. The Contractor is responsible for their own tools, taxes, and business expenses.

3. PAYMENT TERMS

- The Company will collect payments from clients and compensate the Contractor based on agreed rates per service.
- The Contractor will receive **15%** per service completed.
- Payments will be made via **Bank Transfer** within **48 hours** after service completion.

4. RESPONSIBILITIES

- The Contractor shall perform services professionally and efficiently.
- The Company shall market and secure service requests from clients.
- The Contractor shall communicate service completion status to the Company.

5. CONFIDENTIALITY & NON-COMPETE

- The Contractor shall not directly solicit the Company's clients for independent work.
- The Contractor shall keep all client and business information confidential.

6. LIABILITY & WARRANTIES

- The Contractor is responsible for any damage caused during service.
- The Contractor agrees to provide service warranties for a period of **30 days**, if applicable.

7. TERMINATION

This Agreement may be terminated by either party with **30 days** written notice. The Company may terminate the contract immediately in case of misconduct, fraud, or failure to perform services as agreed.

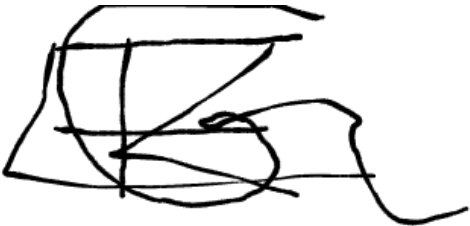
8. GOVERNING LAW

This Agreement shall be governed by the laws of **Kenya**.

9. SIGNATURES

By signing below, both parties agree to the terms and conditions outlined in this Agreement.

Signatures:

A stylized, handwritten signature in black ink, appearing to be 'ELVIS' followed by a surname, enclosed in a light gray rectangular box.

Signed by ELVIS GITHINJI KIARIE on 2/6/2025

A stylized, handwritten signature in black ink, appearing to be 'JAPHETH' followed by a surname, enclosed in a light gray rectangular box.

Signed by JAPHETH GIKARU OROO on 2/6/2025