

This **Independent Contractor Agreement** ("Agreement") is made and entered into on this 22nd day of March 2024 (the "Effective Date") by and between the two "Parties":

- (a) Denver Web Success LLC, with a principal place of business at 1345 Clayton Way, Erie, CO 80516 ("DWS"), and
- (b) Clint Malinao Aligaya, with a principal place of business Purok 4, Buru-un, Iligan City, Philippines 9200 (the "Contractor")

In consideration of the mutual premises herein contained, DWS and Contractor hereby agree as follows:

1.0 Engagement

- 1.1 DWS hereby engages the Contractor to render the services, and deliver the reports, according to the schedule and as described in the annexed Exhibit A (collectively, the "Services"). In the event of any conflict between this Agreement and the annexed Exhibit A, this Agreement shall control.

2.0 Compensation

- 2.1 In full consideration for the performance of the Services hereunder, and for any rights granted or relinquished by the Contractor under this Agreement, DWS shall pay the Contractor:
 - 2.1.1 The sum of \$600 per calendar month (paid in two installments of \$300 each).
 - 2.1.2 Such monies to be paid in arrears of Services after receiving an invoice from Contractor.
 - 2.1.3 Invoices from the Contractor will be expected on the 15th and last day of each calendar month if reports are complete.
- 2.2 Contractor acknowledges and agrees that, except as provided in this Section 2, it shall not be entitled to, and the Company shall not be obligated to pay, any monies or other compensation for the Services provided and rights granted under this Agreement.

3.0 Relationship of the Parties

- 3.1 The Contractor agrees to perform the Services hereunder solely as an independent contractor. The Parties to this Agreement recognize that this Agreement does not create any actual or apparent agency, partnership, franchise, or relationship of employer and employee between the parties. The Contractor is not authorized to enter into or commit DWS to any agreements, and the Contractor shall not represent itself as the agent or legal representative of DWS.
- 3.2 The Contractor shall not be entitled to participate in any of DWS's benefits, including without limitation any health or retirement plans. The Contractor shall not be entitled to any remuneration, benefits, or expenses other than as specifically provided for in this Agreement.
- 3.3 DWS shall not be liable for taxes, worker's compensation, unemployment insurance, employers' liability, employer's FICA, social security, withholding tax, or other taxes or withholding for or on behalf of the Contractor or any other person consulted or employed by the Contractor in performing Services under this Agreement. All such costs shall be Contractor's responsibility.

4.0 Proprietary Rights

- 4.1 The Contractor acknowledges that it has no right to or interest in its work or product resulting from the Services performed hereunder, or any of the documents, reports or other materials created by the Contractor in connection with such Services, nor any right to or interest in any copyright therein. The Contractor acknowledges that the Services and the products thereof (hereinafter referred to as the "Materials") have been specially commissioned or ordered by DWS as "works made-for-hire" as that term is used in the Copyright Law of the United States, and that DWS is therefore to be deemed the author of and is the owner of all copyrights in and to such Materials.
- 4.2 In the event that such Materials, or any portion thereof, are for any reason deemed not to have been works made-for-hire, the Contractor hereby assigns to DWS any and all right, title, and interest Contractor may have in and to such Materials, including all copyrights, all publishing rights, and all rights to use, reproduce, and otherwise exploit the Materials in any and all formats or media and all channels, whether now known of hereafter created. The Contractor agrees to execute such instruments as DWS may from time to time deem necessary or desirable to evidence, establish, maintain, and protect DWS's ownership of such Materials, and all other rights, title, and interest therein.

- 4.3 Notwithstanding the foregoing, DWS acknowledges that the Contractor's ability to carry out the work required is heavily dependent upon the Contractor's past experience in the industry and in providing similar services to others and the Contractor expects to continue such work in the future. Subject to the confidentiality provisions of Section 5.0 below, generic information communicated to DWS in the course of this Agreement either orally, in the form of presentations, or in documents that report such general industry knowledge is not subject to the terms of 4.1 & 4.2 above.

5.0 Warranties and Indemnification

- 5.1 The Contractor represents and warrants that:

- 5.1.1 The Services shall be performed in accordance with, and shall not violate, applicable laws, rules or regulations, and standards prevailing in the industry and the Contractor shall obtain all permits or permissions required to comply with such laws, rules, or regulations.
- 5.1.2 The Materials shall be original, clear, and presentable in accordance with generally applicable standards in the industry.
- 5.1.3 The Materials will not contain libelous, injurious, or unlawful material and will not violate or in any way infringe upon the personal or proprietary rights of third parties, including property, contractual, employment, trade secrets, proprietary information, and non-disclosure rights, or any trademark, copyright, or patent, nor will they contain any format, instruction, or information that is inaccurate or injurious to any person, computer system, or machine.
- 5.1.4 The Contractor has full power and authority to enter into and perform its obligations under this Agreement; this Agreement is a legal, valid, and binding obligation of Contractor, enforceable against it in accordance with its terms (except as may be limited by bankruptcy, insolvency, moratorium, or similar laws affecting creditors' rights generally and equitable remedies); entering into this Agreement will not violate the Charter or By-laws of Contractor or any material contract to which it is a party.
- 5.1.5 The Contractor will perform the Services in accordance with the specifications established by DWS.

- 5.2 DWS represents and warrants that it has full power and authority to enter into and perform its obligations under this Agreement; this Agreement is a legal, valid, and binding obligation of DWS, enforceable against it in accordance with its terms (except as may be limited by bankruptcy, insolvency, moratorium, or similar laws affecting creditors' rights generally and equitable remedies); entering into this Agreement will not violate the Charter or By-laws of DWS or any material contract to which it is a party.
- 5.3 The Contractor shall comply with all of the DWS's standards and procedures, including without limitation, standards relating to security.
- 5.4 DWS shall not be liable for injury or death occurring to the Contractor or any of its employees or other assistants in the course of performing this Agreement.
- 5.5 The Contractor hereby indemnifies and holds harmless DWS, its subsidiaries, and affiliates, and their officers and employees, from any damages, claims, liabilities, and costs, including reasonable attorney's fees, or losses of any kind or nature whatsoever ("Loss") which may in any way arise from the Services performed by the Contractor hereunder, the work of employees of the Contractor while performing the Services of the Contractor hereunder, or any breach or alleged breach by Contractor of this Agreement, including the warranties set forth herein. DWS shall retain control over the defense of, and any resolution or settlement relating to, such Loss. The Contractor will cooperate with DWS and provide reasonable assistance in defending any such claim.

6.0 Confidentiality

- 6.1 The Parties agree to provide the other with Confidential Information if needed to assist each Party in developing a business relationship. The Parties or one of them possess significant proprietary business methods, approaches, structures, and models which they wish to protect from disclosure.
- 6.2 The term "Confidential Information," as used in this Agreement, shall mean and include the identity of the principal parties to the Transaction and all written or printed information concerning data and reports relating to all aspects of each Party's business, proprietary business methods, approaches, structures and models, financial statements, contracts, leases, policies of insurance, studies and opinions, and any other material relevant to the Transaction which is furnished to either Party by the other Party unless explicitly marked "not confidential." Additionally, all proprietary techniques, approaches, methods and structures, intellectual property, business know-how and other similar categories of information shall be deemed confidential information whether or not labeled as such. Notwithstanding the foregoing, the term "Confidential Information" shall not include (a) information which is or becomes published or otherwise generally available to the public other than as a result of a breach of this Agreement, (b) information which was available to either Party on a non-confidential basis prior to its disclosure pursuant to this Agreement, or (c) information which becomes available to either Party on a non-confidential basis from a source other than the other Party.
- 6.3 Each Party agrees (a) not to use or allow the use of any portion of the Confidential Information for any purpose except for the Transaction and any other purpose for which the Confidential Information is being provided under this Agreement, (b) not to disclose or allow disclosure to others of any portion of the Confidential Information except in connection with the purposes described in this Agreement and any other purpose for which the Confidential Information is being provided, and then only to principals of a Party, its agents, advisors, consultants, affiliates, representatives and employees (collectively "Representatives"), who are required to have access to such Confidential Information for purposes of evaluating the Transaction and each such Party shall use all reasonable efforts to ensure such Representatives abide by this Agreement, and (c) to obtain the written consent of the other Party prior to any disclosure of Confidential Information not otherwise permitted by this Agreement. When Representatives of a Party are given access to Confidential Information, the Party providing such access agrees to ensure the maintained confidentiality of the Confidential Information in the hands of such Representatives in a manner consistent with the terms of this Agreement.
- 6.4 To the extent applicable, each Party shall keep a record of the files where the Confidential Information furnished is located. All copies of the Confidential Information will be returned to the other Party immediately upon the written request thereof.
- 6.5 Notwithstanding anything to the contrary under this Agreement, each Party and its Representatives may disclose any portion of the Confidential Information, without the consent of the other Party, if requested or required to do so (a) pursuant to any federal or state securities law, (b) pursuant to oral questions, interrogatories, requests for information or documents, subpoena, civil investigative demand, or any order or demand in connection with any civil or criminal, judicial, administrative or congressional proceeding or similar process, or (c) where such disclosure or distribution is otherwise required by law or regulation. In any event, each Party shall be entitled to disclose any portion of the Confidential Information to any person or entity for the purpose of enforcing rights against the other Party or any collateral securing any obligations created as a result of the proposed transaction being finalized.
- 6.6 The obligations of the Parties and the protections established under this Agreement shall not be circumvented by mere technical compliance herewith. Each Party agrees not to utilize any technique, process, formula, or manner of acting which would compromise the Confidential Information of the other Party even though such technique, process, formula, or manner of acting would otherwise be allowable under the terms of this Agreement. Such non-circumvention shall survive termination of this agreement, in perpetuity.
- 6.7 The obligations of each Party shall continue with respect to any item of Confidential Information for only so long as the item of Confidential Information retains its confidential or proprietary nature.

7.0 Terms and Termination of Agreement

- 7.1 This Agreement will become effective when signed by both Parties.
- 7.2 This Agreement may be terminated in writing for no reason with immediate effect by either Party providing written notice to the other Party.
- 7.3 Upon termination by either Party, Contractor shall provide to DWS all Materials (as they then exist) that DWS provided to the Contractor. The Contractor agrees not to use any of these Materials from the date of termination.

8.0 Damages and Remedies

- 8.1 In the event of termination of this Agreement DWS shall have all remedies available to it at law and in equity. Any and all Materials prepared for and/or delivered to DWS prior to termination shall remain the property of DWS.
- 8.2 In the event of termination and provided that Contractor is not in material breach of its obligations in this Agreement, the Contractor shall be entitled to keep all monies already paid and the DWS's sole obligation shall be to pay Contractor the amount due for Services already acceptably performed and Materials already accepted, pro rata. In no event shall DWS be liable for any lost profits or consequential, incidental, or special damages.
- 8.3 The Contractor waives any and all right to injunctive relief in the event of any dispute with DWS, and the Contractor's sole remedy in such a dispute shall be at law.

9.0 General

- 9.1 **Entirety:** This Agreement contains the entire Agreement between the Parties and supersedes any prior agreements, negotiations, representations, and promises, written or oral. No modification to this Agreement nor any failure or delay in enforcing any term, exercising any option, or requiring performance shall be binding or construed as a waiver unless agreed to in writing by the Parties.
- 9.2 **Transference:** The Agreement and the rights granted, and obligations undertaken may not be transferred, assigned, or delegated, by operation of law or otherwise, in any matter by either Party without prior written consent.
- 9.3 **Severability:** In the event that any provision contained in this Agreement should, for any reason, be held to be invalid or unenforceable in any respect, such unenforceable provisions will be reduced in scope or duration to the extent necessary in order to make them enforceable.
- 9.4 **Liability:** The Representative agrees to bear all responsibility for the actions related to themselves and their employees or personnel under this Agreement.
- 9.5 **Indemnification:** The Representative shall indemnify and hold DWS harmless for any loss or liability from performing the obligations under this Agreement.
- 9.6 **Governing Law:** This Agreement will be governed and construed in accordance with the laws of the State of Colorado. In the event of litigation relating to the subject matter of this Agreement, the non-prevailing Party shall reimburse the prevailing Party for all reasonable attorney fees and costs resulting therefrom.
- 9.7 **Force Majeure:** No Party will be liable for delay or non-performance in the delivery or rendering of the Services that result from causes beyond its control, including but not limited to natural disasters, war, riot, civil unrest, labor disputes or other similar types of situations beyond the control of such Party.
- 9.8 **Fees:** In the event of litigation relating to the subject matter of this Agreement, the non-prevailing party shall reimburse the prevailing party for all reasonable attorney fees and costs resulting therefrom.

10.0 Services

- 10.1 Contractor agrees to perform various services for DWS starting on March 25th 2024.
- 10.2 These services will be mainly, but not limited to, SEO and website marketing.
- 10.3 The Contractor agrees to perform tasks provided by DWS totaling 40 hours per week.
- 10.4 DWS observes six (6) public US holidays (New Year, Memorial Day, Independence Day, Labor Day, Thanksgiving, and Christmas). No tasks will be provided, nor reports expected on these days. DWS will still pay the Contractor as part of the normal Services on these days.
- 10.5 Additionally, DWS will pay for twelve (12) days of sick/vacation leave to the Contractor. These days will accrue at one day sick/vacation leave per full calendar month of Services.
- 10.6 Should the Contractor be unable to perform Services on a particular day for any reason (including but not limited to other commitments, sickness, technical issues) the Contractor must inform DWS as soon as possible. The Contractor then has the choice to:
 - 10.6.1 Make up the agreed 40 hours per week at the Contractor's earliest convenience, or
 - 10.6.2 Use accrued sick/vacation time, or
 - 10.6.3 Take unpaid leave.
- 10.7 DWS will receive regular email reports from the Contractor. These will be in the format provided by DWS and shall be sent by the Contractor at the end of each eight (8) hours of Services.

Signed by duly authorized representatives of the Parties:

For and on behalf of Contractor:

For and on behalf of DWS:

Signed: _____

Signed: M. C. Jeffery

Name (Print): _____

Marcus Jeffery, as Member and Manager

Date: _____

Date: 3/22/2024