

INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contractor Agreement (“Agreement”) is made effective as of the 1st day of April 2022, (“Effective Date”) by and between BugZero LLC (the “Company”), a Colorado limited liability company with an address at 1001 Bannock Street, Suite 496, Denver CO 80204, and Andrii Ivanytskyi (the “Contractor”), an independent contractor with an address at 9514 Stone Ave N., Apt 403, Seattle WA 98136. The Company and Contractor are sometimes individually referred to herein as “Party” or collectively as “Parties”.

1. Services. Contractor agrees to provide the professional services (the “**Services**”) described in the Statement of Work attached hereto as Attachment A (the “**Statement of Work**”). Any work product delivered pursuant to Attachment A, shall be defined as the “**Work Product**.” Attachment A may be modified and amended from time to time as mutually agreed upon by the Parties to reflect changes or additions to the work provided by the Contractor under this Agreement.

2. Term.

- a. Initial Term. The Agreement starts on April 1st (the “**Commencement Date**”) and ends June 30th, 2022 (the “**Initial Term**”).
- b. Extension Terms. Unless a Party provides notice of non-renewal at least 15 days prior to the end of the Initial Term or the then current Renewal Term, or this Agreement is sooner in accordance with the terms of this Agreement, after expiration of the Initial Term, this Agreement shall automatically extend for successive 1 month term(s) (each an “**Renewal Term**” and all Extension Terms, together with the Initial Term, the “**Term**”).
- c. This Agreement may be terminated by either party upon sixty (60) days written notice in the event that the other party has materially breached this agreement and such breach is incapable of cure, or with respect to a material breach capable of cure, the party does not cure such breach within thirty (30) days after receipt of written notice of such breach.

d. Upon termination of this Agreement, the Company shall reimburse Contractor for Services rendered and expenses incurred and properly documented, up to the date of termination.

3. Independent Contractor. The Parties intend that Contractor will perform the Services as an independent contractor and not as an agent or employee of the Company. Contractor represents that it is engaged in providing similar services to other clients, is not required to work exclusively for the Company, and performs the obligations under this Agreement at its own risk. This Agreement does not constitute a partnership or joint venture between the Company and Contractor, and Contractor will not bind, and will not attempt to bind the Company to any obligation. As an independent contractor, Contractor:

- a. is solely responsible for all taxes, including but not limited to, state and federal income, social security, unemployment, worker’s compensation and self-employment taxes due on Contractor’s earnings from this Agreement, and understands that the Company will not withhold or pay any such taxes on behalf of Contractor;
- b. is not entitled to unemployment insurance benefits or worker’s compensation benefits, and is not eligible to participate in any employee benefits programs available to employees of the Company.
- c. has and retains control over the performance of the Services, and is responsible for supervision

and control over persons employed by Contractor to assist in performance of the Services;

- d. will furnish all tools, labor, equipment, and supplies necessary to professionally and timely perform the Services, unless the Company requires use of specific equipment in order to protect the security of its intellectual property, in which case the equipment to be provided by the Company will be described on the Equipment List, if any, included in the Statement of Work.
- e. will proceed with due diligence and promptness to complete the Services and warrants that the Services shall be performed in accordance with the highest professional workmanship and service standards in the field.

4. Compensation. The Company shall pay Contractor as set forth on the Statement of Work. The Company will reimburse Contractor monthly for reasonable, pre-approved, out-of-pocket expenses incurred in providing the Services, if supported by original receipts.

5. Work for Hire. Contractor expressly acknowledges and agrees that any work prepared by the Contractor under this Agreement, including Work Product, shall be considered “work for hire” and the exclusive property of the Company unless otherwise specified. To the extent such work may not be deemed a “work for hire” under applicable law, the Contractor hereby assigns to the Company all of its right, title, and interest in and to such work. At the Company’s sole cost, the Contractor shall execute and deliver to the Company any instruments of transfer and take such other action that the Company may reasonably request, including, without limitation, executing and filing, at the Company’s expense, copyright applications, assignments, and other documents required for the protection of the Company’s rights to such materials.

6. Invoices. Contractor will provide the Company with invoices consistent with the Statement of Work for services performed and expenses

incurred. The Company will pay undisputed amounts as described in the Statement of Work not more than thirty days after receipt of the invoice.

7. Confidentiality of Proprietary Information. Information or materials that the Company furnishes to Contractor under this Agreement or that Contractor comes in contact with is and will remain the property of the Company. Contractor will keep all such information and materials confidential, safeguard it as the Company directs, and use it only to perform the Services.

8. Compliance with the Company’s Rules/Policies. While providing work to the Company, Contractor will observe the Company’s policies, rules and regulations regarding conduct, security, and safety on its premises, and the Company’s rules and regulations regarding behavior with respect to the Company’s clients, which policies have been provided to Contractor in writing by the Company.

9. Contractor’s Liability and Indemnity.

- a. Contractor agrees to defend and indemnify the Company against any and all claims resulting from (i) the Company’s use of the Work Product which infringes upon the intellectual property of any third party, and (ii) any claim based on Contractor’s negligence, intentional misconduct or fraud in connection with the performance of its obligations hereunder.
- b. In no event shall either Party be liable to the other Party or to any third party for any loss of use, revenue, or profit (or loss of data or diminution in value), or for any consequential, incidental, indirect, exemplary, special, or punitive damages whether arising out of breach of contract, tort (including negligence), or otherwise, regardless of whether such damage was foreseeable and whether or not such Party has been advised of the possibility of such damages, and notwithstanding the failure or any agreed or other remedy of its essential purpose.
- c. In no event shall Contractor’s aggregate liability arising out of or related to this Agreement, whether arising out of or related to

breach of contract, tort (including negligence), or otherwise, exceed the aggregate amounts paid or payable to Contractor pursuant to this Agreement.

- d. The provisions of Sections 9(b) and 9(c) shall not apply to Contractor's indemnification obligations set forth in Section 9(a) or 9(e).
- e. The Company has entered into this Agreement in reliance on information provided by the Contractor, including the Contractor's express representation that it is an independent contractor and in compliance with all applicable laws related to work as an independent contractor. If any regulatory body or court of competent jurisdiction finds that the Contractor is not an independent contractor and/or is not in compliance with applicable laws related to work as an independent contractor, based on the Contractor's own actions, the Contractor shall assume full responsibility and liability for all taxes, assessments, and penalties imposed against the Contractor and/or the Company resulting from such contrary interpretation, including but not limited to taxes, assessments, and penalties that would have been deducted from the Contractor's earnings had the Contractor been on the Company's payroll and employed as an employee of the Company.

10. Non-compete. Contractor shall not, in any manner whatsoever, directly or indirectly (a) form, carry on, engage in or be concerned with or interested in (financially or in any other capacity); or (b) advise, lend money to, guarantee the debts or obligations of or permit his name or any part thereof to be used in the promotion or advancement of; or (c) be employed by or render any services (as an employee, independent contractor, consultant, or otherwise) to any individual or other entity engaged in, or concerned with or interested in, any business that is the same as, substantially similar to, or competitive with, the Company's business or any portion thereof, without the prior written consent of the Company, at any time during the Term and for the period of twenty-four months immediately following the

termination of this Agreement. The "Company's business" means ___software bug management__.

11. Notices. Any notice to be given under this Agreement shall be in writing and sent by US mail, by telephone (with written follow-up), or by electronic mail to the addresses provided above and to the attention of the persons who executed this Agreement.

12. Compliance with Laws. The Parties will comply with all applicable laws, regulations, orders, ordinances, and the like related to Contractor's performance of the Services, including the payment of taxes related to compensation received under the Agreement.

13. Assignment. Contractor may not assign or delegate any right or obligations, including performance of Services, under this Agreement without the Company's prior written consent, which the Company may withhold for any reason or no reason.

14. Governing Law. The Agreement is governed by the laws of Colorado. Any action or dispute concerning this Agreement or a party's performance hereunder shall be resolved in the federal or state courts located in Denver, Colorado. Each party irrevocably submits to the jurisdiction of such courts to adjudicate any dispute under this Agreement.

15. No-Waiver. No course of dealing or failure to strictly enforce a provision of the Agreement will be construed as a waiver of the right to enforce performance of that provision.

16. Severability. If a provision of the Agreement is held unenforceable, all other provisions will remain in force.

17. Survival of Obligations. After termination or expiration of the Agreement, the obligations under this Agreement that by their nature would survive termination, shall so survive.

18. Entire Agreement. The Agreement contains the entire understanding of the Parties related to the Services, and it supersedes all prior or contemporaneous representations, either oral or written. The Parties may amend the Agreement only in writing signed by authorized persons.

19. Costs of Enforcement. If any litigation is commenced between Contractor and Company concerning this Agreement, or the rights and duties of either in relation to this Agreement, the party prevailing in that litigation shall be entitled, in addition to any other relief that may be granted, to a reasonable sum as and for its attorney fees in that litigation which shall be determined by the court in that litigation or in a separate action brought for that purpose.

IN WITNESS WHEREOF, The parties hereto have caused this Agreement to be executed as of the date and year first above written.

COMPANY

CONTRACTOR

By: Eric DeGrass

By: Andrii Ivanytskyi

Name: Eric DeGrass

Name: Andrii Ivanytskyi

Title: Manager

Title: Sr Developer

Date: Apr 01 2022

Date: Apr 01 2022

ATTACHMENT A
STATEMENT OF WORK

Objective: Continue the software development efforts and build upon the success we've had with our Initial Public Release. Primarily continuing to improve on our existing process and foundation, and specifically adding more vendor integrations as we onboard new customers.

Success criteria: The team will meet every week to plan out the upcoming sprint and review success criteria for each task / story. Acceptance criteria will be provided prior to starting the story whenever possible.

Hours per week: Initially capped at 20 hours per week, but this may increase at BugZero's discretion and Contractor's agreement.

Hourly rate: \$60/hour

Payment terms: Contractor will enter time in UpWork's platform and payments will be processed through UpWork.

It is understood that there will be no warranty and software code is "as is". However, all reasonable attempts will be made to ensure good software quality. BugZero would suffer reputational harm since our primary focus is mitigating against the risk of software bugs.

COMPANY

CONTRACTOR

By: Eric DeGrass

By: Andrii Ivanytskyi

Name: Eric DeGrass

Name: Andrii Ivanytskyi

Title: Manager

Title: Sr. Developer

Date: Apr 01 2022

Date: Apr 01 2022



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