

INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contractor Agreement (the "Agreement") is made and entered into as of 09/23/2025, by and between:

Company:

Serial Agency LLC

Contractor

Tafsirul Islam

Role:

CRM Manager & Tech Integrator

1. Engagement of Services

The Company hereby engages the Contractor, and the Contractor agrees to provide the services described in Exhibit A attached hereto (the "Services") in the capacity of an independent contractor. The Contractor's specific role under this Agreement is as indicated above.

2. Term

This Agreement shall commence on 09/23/2025 and shall continue indefinitely or until terminated in accordance with the provisions of Section 8 of this Agreement.

3. Work Hours & Compensation

The Contractor will work 40 hours per week, with an expected availability of EST hours.

The Company agrees to compensate the Contractor as follows:

- \$1,750 USD per month
- Paid monthly via ACH (Automated Clearing House) upon receipt of an invoice from the Contractor detailing the Services performed.

4. Independent Contractor Status

- a) The Contractor acknowledges and agrees that they are an independent contractor and not an employee of the Company. Nothing in this Agreement shall be construed to create an employer-employee relationship between the Company and the Contractor.
- b) The Contractor shall have no authority to bind the Company in any manner.
- c) The Contractor is responsible for all taxes and withholdings, including but not limited to, income taxes, self-employment taxes, and any other taxes required by law.

5. Confidentiality & NDA

- a) The Contractor agrees not to disclose, use, or make known for their or another's benefit any Confidential Information which the Contractor may obtain during the course of performing Services under this Agreement.
- b) "Confidential Information" means any information designated as confidential or which, under the circumstances surrounding disclosure, ought to be treated as confidential, including but not limited to, business plans, financial information, customer lists, pricing strategies, marketing plans, trade secrets, and proprietary technology.
- c) The Contractor agrees to sign a separate Non-Disclosure Agreement (NDA) to further protect Confidential Information.

6. Non-Solicitation

The Contractor agrees that during the term of this Agreement and for a period of one (1) year following its termination, they will not, directly or indirectly, solicit, attempt to solicit, or accept business from any clients or customers of the Company that were made known to the Contractor through the performance of Services under this Agreement.

7. Non-Compete (1-Year Term)

The Contractor agrees that during the term of this Agreement and for a period of one (1) years following its termination, they will not, directly or indirectly, engage in or be involved with any business that competes with the Company's business.

8. Termination

- a) Either party may terminate this Agreement at any time, with or without cause, by giving thirty (30) days written notice to the other party.
- b) Upon termination of this Agreement, the Contractor shall return all Company property and Confidential Information in their possession.

c) Should this Agreement be terminated, the Company is responsible for paying all owed commissions to the Contractor. If the Contractor causes any damages or subjects the Company to monetary expenses, the corresponding commission owed will be forfeited.

9. Ethical Practices, Regulatory Compliance, and Limitation of Liability

The Contractor acknowledges and agrees to adhere to all applicable laws, regulations, and ethical standards relevant to their role and the services provided under this Agreement. The Contractor understands that compliance with such laws and standards is their sole responsibility, and ignorance thereof will not constitute a defense.

The Contractor further agrees that Serial Agency LLC shall not be held liable for any malpractice, negligence, or misconduct on the part of the Contractor in the performance of their duties under this Agreement. This limitation of liability applies to any claims, damages, losses, or expenses incurred by the Contractor or any third party arising out of or related to the Contractor's performance or non-performance, regardless of the cause of action or legal theory asserted.

By entering into this Agreement, the Contractor expressly waives any claims against Serial Agency LLC arising from the Contractor's actions or omissions in connection with the Services provided under this Agreement. The Contractor agrees to indemnify and hold **Serial Agency LLC** harmless from any and all claims, liabilities, damages, costs, and expenses (including reasonable attorneys' fees) arising from or related to the Contractor's breach of this Agreement or violation of any laws or regulations.

This limitation of liability and indemnification provision shall survive the termination or expiration of this Agreement.

10. Governing Law

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

11. Entire Agreement

This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, and communications, whether written or oral.

12. Amendments

This Agreement may be amended or modified only by a written agreement signed by both Parties.

IN WITNESS WHEREOF,

The Parties have executed this Independent Contractor Agreement as of the date first above written.

COMPANY



By:

Name: Patrick Bennett

Title: COO

CONTRACTOR:



By: _____

Name: Tafsirul Islam

Exhibit A: Services to be Performed

- Set up and configure CRM accounts for new clients, including automations, pipelines, tags, and custom fields
- Build and maintain integration workflows using Zapier, webhooks, APIs, and third-party tools
- Troubleshoot and resolve technical issues across CRM automations, triggers, and form submissions
- Implement and QA new automation sequences for onboarding, sales flows, and internal operations
- Manage backend configurations such as domains, SMTP, phone number routing, and calendar syncing
- Create and deploy templated snapshots for rapid new client onboarding
- Maintain and update global CRM templates, triggers, and backend logic for scalability
- Debug and fix issues with lead routing, trigger misfires, or campaign delays
- Conduct regular audits on existing workflows to identify and eliminate tech bottlenecks
- Collaborate with internal teams to scope and execute custom tech setups or one-off automations
- Attending all internal meetings
- Communicating with management about anything that may affect availability/performance