

Independent Contractor Agreement

This Independent Contractor Agreement is made on _____ between the undersigned independent contractor (“Contractor”) and Arpeoh, LLC (“Arpeoh” or the “Company”), and confirms the terms of the Contractor’s consulting arrangement with the Company as an Independent Contractor:

1. The term of this Agreement (the “Term”) shall commence as of _____, and shall continue for a period of ninety days or termination by either party at any time, for any reason.

2. (a) The Contractor has expertise in the area of operations **coordinating and administrative/recruiting** services. During the Term, the Contractor agrees to perform the following Professional Services (the “Professional Services”), operations **coordinating and administrative/recruiting** services.

(b) Contractor shall perform the Professional Services in a professional and workmanlike manner consistent with generally accepted industry standards and in accordance with the specifications and deliverables communicated by the Company. Contractor shall retain sole discretion regarding the manner, means, method, time, and sequence of performing the Services, subject only to agreed-upon deliverables, project deadlines, and reasonable business coordination requirements. Contractor may determine the hours and location from which the Services are performed. Contractor shall provide all tools, equipment, materials, and resources necessary to perform the Services and shall be solely responsible for all costs and expenses associated therewith, including those relating to any Contractor Personnel retained by Contractor.

3. (a) Arpeoh agrees to pay the Contractor **US\$6.50** per hour for Professional Services on an as-needed basis, with anticipated service volume generally averaging up to 40 hours per week, depending on business needs. Nothing in this Agreement guarantees Contractor any minimum amount of work or compensation. The Contractor will submit an invoice to the Company on or before the 15th and 30th/31st of each month for all services rendered for the weeks with details of the Services performed. The Company will pay the Contractor’s undisputed invoice within 15 days of its receipt.

(b) The Contractor agrees that it will not incur any expenses hereunder without the prior written approval of the Company. Expenses will only be reimbursed if so pre-approved.

4. (a) The Contractor’s engagement hereunder is as an independent contractor and will not constitute Contractor, or any of Contractor’s employees or agents (collectively, the “Contractor Personnel”), as employees of the Company for any purpose whatsoever. The Contractor agrees that neither Contractor nor Contractor Personnel will be entitled to participate in or receive the benefit of any employee plans or programs, including insurance, of the Company. The Company shall have authority only with respect to the desired results of the Services and not the manner or means by which such results are accomplished, which shall remain within Contractor’s sole discretion.

(b) Contractor represents and warrants that Contractor shall be solely responsible for all taxes, duties, withholdings, VAT, GST, social insurance contributions, pension obligations, unemployment obligations, and similar governmental charges arising from compensation

received under this Agreement under the laws of any applicable jurisdiction. Contractor shall indemnify and hold harmless the Company from any liability, penalties, interest, assessments, or costs arising from Contractor's failure to satisfy such obligations.

(c) The Contractor represents and warrants that the Contractor Personnel will not act in any manner to discriminate against any employee of the Company because of the employee's race, color, age, sex, national origin, ancestry, religion, sexual orientation, disability, or any other characteristic protected by applicable law.

(d) The Contractor represents and warrants that neither the services performed hereunder, nor the work product generated in connection therewith, will infringe, misappropriate, or violate the rights, including, without limitation, the intellectual property rights, of any third parties, or violate any applicable federal, state, or local laws, rules, or regulations.

(e) Contractor shall have no authority to enter into agreements, incur obligations, make representations, or otherwise bind the Company unless expressly authorized in writing by the Company.

(f) Contractor agrees not to work for any other employer during the work hours scheduled for their work with Arpeoh

5. Contractor shall indemnify, defend, and hold harmless the Company, its affiliates, officers, directors, employees, agents, clients, and representatives from and against any and all third-party claims, demands, actions, liabilities, damages, losses, judgments, settlements, penalties, fines, costs, and expenses, including reasonable attorneys' fees and costs, arising out of or relating to:

(i) any breach of this Agreement by Contractor or any Contractor Personnel;

(ii) any negligent act, omission, fraud, willful misconduct, or violation of law by Contractor or any Contractor Personnel;

(iii) any allegation that Contractor or any Contractor Personnel should have been classified as employees, workers, or agents of the Company rather than independent contractors;

(iv) any failure by Contractor to comply with applicable tax, wage, hour, employment, privacy, data protection, or other applicable laws or regulations; or

(v) any claim that the Services, work product, materials, or deliverables provided by Contractor infringe, misappropriate, or violate the intellectual property or other rights of any third party.

(b) The Company shall promptly notify Contractor of any claim for which indemnification is sought, provided that failure to provide prompt notice shall not relieve Contractor of its obligations except to the extent materially prejudiced thereby.

(c) Contractor shall have the right to control the defense and settlement of any indemnified claim, provided that:

- the Company may participate in the defense with counsel of its choosing at its own expense; and
- Contractor shall not settle any claim in a manner that admits fault on behalf of the Company or imposes non-monetary obligations on the Company without the Company's prior written consent.

(d) If Contractor fails to promptly assume the defense of any indemnified claim, the Company may defend such claim using counsel of its own choosing, and Contractor shall reimburse the Company for all reasonable attorneys' fees, costs, settlements, damages, and expenses incurred.

(e) The Company shall use commercially reasonable efforts to mitigate damages and expenses relating to any indemnified claim.

(f) The obligations contained in this Section shall survive termination of this Agreement.

6. Any and all work and materials of any kind conceived, produced for or otherwise provided to the Company by the Contractor (including, without limitation, all copyrights, patents, trademarks and other intellectual property rights therein), whether alone or jointly with others, will be works made for hire exclusively for the Company under and as that term is defined in the copyright laws of the United States. In the event that any such work or materials shall not be deemed a work made for hire under said copyright laws and/or as otherwise necessary to ensure the Company's complete ownership of all rights, title and interest in all work and materials provided hereunder, the Contractor hereby assigns to the Company all rights, title and interest in such work and materials and agrees to execute whatever assignment of copyright or other rights and ancillary and confirmatory documents as may be required or appropriate to transfer exclusive title, ownership and rights therein to the Company. The Contractor agrees that the Company will have the exclusive right to use and exploit such work and materials, free from any claims by the Contractor or other parties for additional compensation other than as expressly provided in Section 3, above. The Contractor agrees that Contractor will not challenge, through the courts, administrative governmental bodies, private organizations, or otherwise, the rights granted to the Company under this Agreement. For the avoidance of doubt, the Company is and will remain the sole and exclusive owner of all intellectual property rights embodied in any work and materials supplied by the Contractor in connection with this Agreement, and any intellectual property rights produced, derived, or resulting from such work or materials, in whatever stage of completion. Should the Contractor retain any Contractor Personnel to perform services or provide materials hereunder it will do so only in accordance with Section 2(a) above and it will secure "work for hire" agreements with each such individual or entity, providing for the Company's ownership of all results and proceeds of their services, consistent with the terms of this Agreement (including without limitation, this Section 6). To the extent Contractor desires to include any third-party software, content or other materials, intellectual property or open-source code (collectively, "Third Party Property") in any work or materials to be provided to Company, Contractor shall (i) notify Company in writing prior to such inclusion, (ii) identify in writing all such Third-Party Property, and (iii) not proceed with such inclusion without first obtaining Company's written consent. In the event Company, in its sole discretion, provides consent approving the inclusion of any such Third-Party Property in such work or materials, the Contractor shall obtain, in writing, any required consents necessary to allow Company to exploit the same in Company's sole discretion.

7. The Contractor agrees that the Contractor and the Contractor Personnel will not, at any time (whether during the Term or after termination of this Agreement), disclose any confidential information or trade secrets (collectively, “Confidential Information”) of the Company, or any client of the Company, or utilize such Confidential Information for their own benefit, or for the benefit of third parties. All memoranda, notes, records, or other documents compiled by the Contractor or made available to the Contractor during the Term concerning the business of the Company and/or any client of the Company shall be the property of the Company or such client, as the case may be, and shall be delivered to the Company on the termination of the Agreement or at any other time upon request. The Contractor agrees that the Contractor and the Contractor Personnel will not use the name, marks or indicia of the Company or any of its clients for any purpose without the prior written consent of the applicable party in each instance. The Contractor’s obligations under this paragraph shall survive the termination of this Agreement. All Confidential Information shall be maintained in secure premises by Contractor, and Contractor shall take all appropriate measures to prevent the unauthorized disclosure thereof, including, without limitation, access controls, encryption, or other means, where appropriate. In the event of any actual or suspected unauthorized access to the Company’s Confidential Information, Contractor shall immediately notify Company in writing. Contractor shall take all commercially reasonable steps to terminate such unauthorized use or access and to retrieve any copies of such Confidential Information in the possession or control of the person or entity engaging in such unauthorized use or with such unauthorized access. The obligations contained in this Section shall survive termination of this Agreement indefinitely with respect to trade secrets and for all other Confidential Information for the maximum period permitted by applicable law.

8. Data Protection and Information Security

(a) For purposes of this Agreement, “Company Data” means any information or materials provided to Contractor by the Company or accessed by Contractor in connection with the Services, including but not limited to candidate information, resumes, employee information, client information, recruiting records, contact information, business records, proprietary business information, credentials, communications, reports, analytics, software systems, and databases, whether in electronic, written, verbal, or other form.

(b) “Personal Information” means any information relating to an identified or identifiable individual, including but not limited to names, addresses, email addresses, telephone numbers, employment history, compensation information, identification numbers, government-issued identifiers, background check information, IP addresses, and online identifiers, as defined under applicable privacy laws.

(c) Contractor shall use Company Data solely for purposes of performing the Services under this Agreement and shall not use, disclose, transfer, sell, share, copy, or otherwise utilize Company Data for any purpose other than performing the Services for the Company.

(d) Contractor shall maintain commercially reasonable administrative, technical, and physical safeguards designed to protect Company Data and Personal Information against unauthorized access, disclosure, alteration, misuse, or destruction. At a minimum, Contractor shall:

- use password-protected devices and accounts;

- maintain up-to-date operating systems and security patches;
- use commercially reasonable antivirus and anti-malware protection;
- utilize secure and password-protected internet connections;
- use multi-factor authentication where available;
- restrict access to Company Data solely to authorized persons;
- not allow unauthorized individuals access to Company systems, accounts, or devices used in connection with the Services.

(e) Unless expressly authorized in writing by the Company, Contractor shall not:

- download or store bulk candidate or Company data on personal devices;
- store Company Data on removable storage devices;
- transfer Company Data to personal cloud storage systems or unauthorized third-party systems.

(f) Contractor shall immediately notify the Company in writing, and in no event later than twenty-four (24) hours after discovery, of any actual or suspected unauthorized access, disclosure, loss, theft, misuse, compromise, or security incident involving Company Data or Personal Information (“Security Incident”). Contractor shall cooperate fully with the Company in investigating, mitigating, remediating, and responding to any such Security Incident.

(g) Contractor shall comply with all applicable international, federal, state, provincial, and local laws, regulations, and industry standards applicable to the Services and the handling of Company Data and Personal Information, including applicable privacy, anti-discrimination, recruiting, employment, and anti-spam laws.

(h) Contractor shall not permit any subcontractor, assistant, agent, or third party to access Company Data without the Company’s prior written consent. Any approved subcontractor shall be bound by written confidentiality and data protection obligations no less protective than those contained in this Agreement. Contractor shall remain fully responsible for the acts and omissions of any approved subcontractor.

(i) Upon termination of this Agreement, or upon the Company’s request at any time, Contractor shall promptly return or securely destroy all Company Data and Personal Information in Contractor’s possession or control, including all copies, extracts, reproductions, and summaries thereof, except where retention is required by applicable law.

(j) Contractor acknowledges that unauthorized disclosure or misuse of Company Data or Personal Information may cause irreparable harm to the Company for which monetary damages may be inadequate. Accordingly, the Company shall be entitled to seek injunctive or equitable relief in addition to any other remedies available at law or in equity.

(k) As part of this agreement, the contractor will provide their own non-reimbursable recruiting tools for the duration of this agreement, which will enable Contractor to perform duties to the expected level of performance. These tools and resources include, but are not limited to: computer/laptop, Internet access, LinkedIn license, and communication tools such as a telephone and the ability to text candidates, electricity, and internet.

(l) Contractor acknowledges that Company systems, communications, devices, accounts, and networks used in connection with the Services may be monitored, logged, reviewed, accessed, or audited by the Company for security, operational, compliance, quality assurance, and business purposes. Contractor shall have no expectation of privacy with respect to Company systems or Company Data.

(m) Contractor shall not input Company Data, candidate information, client information, or Confidential Information into any public artificial intelligence, machine learning, or generative AI platform unless expressly authorized in writing by the Company. Contractor shall not rely upon any artificial intelligence-generated output as the sole basis for candidate evaluation, employment recommendations, or compliance determinations without appropriate human review.

9. Contractor agrees to conduct themselves professionally while representing the Company or any Company client in connection with the Services performed under this Agreement.

10. Upon termination of the Term, or at any time upon the Company's request, Contractor shall promptly return to the Company all Company property in Contractor's possession or control, including any reports, files, memoranda, records, software, access credentials, security devices, manuals, equipment, documents, and other materials provided by or belonging to the Company. Contractor's obligations with respect to Company Data, Confidential Information, and Personal Information shall additionally be governed by Sections 7 and 8 of this Agreement.

11. (a) The parties agree that the Contractor's engagement hereunder will not restrict any of the Contractor Personnel from contemporaneously rendering their services to other businesses, as long as such other services do not create a conflict of interest with their work for the Company. Nothing in this Agreement shall be construed as creating an exclusive relationship between the parties. In addition, the Contractor agrees that, during the Term of this Agreement, and for the one-year period thereafter, the Contractor Personnel will neither solicit nor render any services to or on behalf of any client or account of the Company with whom Contractor materially interacted or about whom Contractor obtained Confidential Information during the twelve (12) months preceding termination of this Agreement.

(b) The Contractor further agrees that during the Term and for the one-year period thereafter, the Contractor Personnel shall not, directly or indirectly, employ as an employee or retain as a consultant any person who is then or at any time during the preceding twelve months was an employee of or exclusive consultant to the Company, or persuade or attempt to persuade any employee of or exclusive consultant to the Company to leave the employ of the Company or to become employed as an employee or retained as a consultant by anyone other than the Company.

12. The Company may assign its rights and delegate its duties under this Agreement to an affiliated company. The Contractor shall not assign any of Contractor rights under this Agreement or delegate the performance of any of her duties hereunder without the prior written consent of the Company.

13. If any provision of this Agreement, or any part thereof, is found to be invalid or unenforceable, the same shall not affect the remaining provisions, which shall be given full effect, without regard to the invalid portions. Moreover, if any one or more of the provisions contained in this Agreement shall be held to be excessively broad as to duration, scope, activity, or subject, such provisions shall be construed by limiting and reducing them so as to be enforceable to the maximum extent permitted by applicable law.

14. The Contractor acknowledges that any breach of Contractor's obligations hereunder would cause the Company irreparable injury. In the event of any breach by the Contractor, the Company shall be entitled to equitable relief. The Contractor's sole remedy under this Agreement shall be an action at law for direct damages; the Contractor shall not be entitled to equitable relief or to any incidental, consequential, special, exemplary, punitive damages or any loss of profits, whether based on contract, tort, or otherwise, regardless of whether the Company has been informed of the possibility of such damages.

15. Limitation of Liability

Except for claims arising from fraud, willful misconduct, breach of confidentiality obligations, violation of intellectual property rights, or indemnification obligations under this Agreement, in no event shall the Company be liable for any indirect, incidental, consequential, special, exemplary, or punitive damages, including lost profits or business interruption, arising out of or relating to this Agreement, regardless of the theory of liability and even if advised of the possibility of such damages.

To the fullest extent permitted by applicable law, the Company's total aggregate liability arising out of or relating to this Agreement shall not exceed the total amounts actually paid to Contractor under this Agreement during the three (3) months immediately preceding the event giving rise to the claim.

16. Venue and jurisdiction of any lawsuit involving this Agreement will exist exclusively in, and the Contractor hereby consents to the jurisdiction of, the state and federal courts in Cook County, Illinois, unless injunctive relief is sought by the Company and, in the Company's judgment, that relief might not be effective unless obtained in some other venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, without regard to conflict of laws principles.

17. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Photographic and fax copies of such signed counterparts may be used in lieu of the originals of this Agreement for any purpose.

18. The respective rights and obligations of the parties hereunder shall survive the termination of the Term to the extent necessary to the intended preservation of such rights and obligations.

19. The terms contained in this Agreement constitute the entire agreement between the parties with respect to the subject matter hereof and supersede all prior negotiations, representations, or agreements relating thereto, whether written or oral. The Contractor

represents that in executing this Agreement, he has not relied upon any representation or statement not set forth herein. No amendment or modification of this Agreement shall be valid or binding upon the parties unless in writing and signed by both parties.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on the day and year first above written.

For Arpeoh LLC _____

For: _____

Signature: _____

Signature: _____

Date: _____

Date: _____