

📅 Date

Agreement

Independent Contractor Agreement

COMPANY

Vertex Analytics, Inc.

1400 Market Street, Suite 420

San Francisco, CA 94102

✉ legal@vertexanalytics.com

CONTRACTOR

Jordan T. Reeves

2875 Cedar Lane, Apt 3B

Oakland, CA 94612

✉ jordan@reevesconsulting.io

WHEREAS, Company desires to engage Contractor to perform certain services, and Contractor is willing to perform such services on the terms set forth in this Agreement. The parties agree as follows:

1. Engagement & Scope of Services

Company retains Contractor, and Contractor agrees to perform, the services described below (the “**Services**”). Contractor shall devote sufficient time and resources to complete the Services in a professional and timely manner.

SCOPE OF WORK

#	Service	Description	Timeline
1	Data Pipeline Architecture	Design and document an ETL pipeline for customer analytics ingestion.	30 days
2	Dashboard Development	Build an interactive reporting dashboard with drill-down capability.	45 days
3	API Integration	Integrate third-party CRM via REST API; sync bi-directional contact data.	25 days
4	Documentation & Handoff	Produce technical documentation and conduct two knowledge-transfer sessions.	10 days

(a) Contractor may engage subcontractors with Company’s prior written consent, provided Contractor remains fully responsible for all work performed.

(b) All Services shall be performed remotely unless otherwise agreed in writing. On-site visits, if any, shall be scheduled at least five business days in advance.

2. Term & Termination

This Agreement commences on the date first written above and continues until all Services are completed (the “**Term**”), unless earlier terminated as provided herein.

(a) Either party may terminate this Agreement upon **15 days’ written notice** for any reason. Company shall pay Contractor for all Services properly performed through the effective date of termination.

(b) Either party may terminate immediately upon written notice if the other party materially breaches this Agreement and fails to cure such breach within **10 days** after receiving written notice thereof.

(c) Upon termination, Contractor shall deliver to Company all work product, materials, and Confidential Information in Contractor’s possession. Articles 5, 6, 7, 8, and 9 shall survive termination.

3. Compensation & Expenses

(a) **Fees.** Company shall pay Contractor at the flat project rate of **\$48,500**, payable according to the milestone schedule in the Scope of Work. Contractor shall submit invoices monthly, and Company shall pay each invoice within **15 days** of receipt.

(b) **Expenses.** Company shall reimburse pre-approved, reasonable out-of-pocket expenses incurred by Contractor in performing the Services. Contractor shall provide receipts with each expense submission. Travel expenses require advance written approval.

(c) **Taxes.** Contractor is solely responsible for all federal, state, and local taxes arising from payments made under this Agreement, including self-employment tax. Company will issue Form 1099-NEC as required by law.

4. Independent Contractor Relationship

Contractor is an independent contractor, not an employee, partner, or agent of Company. Nothing in this Agreement shall be construed to create an employer–employee, partnership, or joint venture relationship.

(a) Contractor retains sole discretion over the means, manner, and method of performing the Services, subject only to the specifications and deadlines in the Scope of Work.

(b) Contractor is not entitled to participate in any Company benefit plans, including health insurance, retirement plans, paid time off, or workers' compensation.

(c) Contractor shall furnish all tools, equipment, and workspace necessary to perform the Services, except that Company may provide access to proprietary software or data systems as reasonably needed.

5. Confidentiality

(a) **"Confidential Information"** means all non-public information disclosed by Company to Contractor, whether oral, written, or electronic, including business strategies, customer data, financial information, trade secrets, source code, and technical specifications.

(b) Contractor shall hold Confidential Information in strict confidence, use it solely to perform the Services, and not disclose it to any third party without Company's prior written consent. These obligations survive termination for a period of **3 years**.

(c) The foregoing restrictions do not apply to information that (i) is or becomes publicly known through no fault of Contractor; (ii) is independently developed by Contractor without use of Confidential Information; or (iii) Contractor is required to disclose by law, provided Contractor gives Company prompt notice and cooperates in seeking a protective order.

6. Intellectual Property Rights

All work product, deliverables, code, documentation, designs, and other materials created by Contractor in connection with the Services ("**Work Product**") shall be the sole and exclusive property of Company. Contractor hereby irrevocably assigns to Company all right, title, and interest in and to the Work Product, including all intellectual property rights therein.

(a) Contractor agrees to execute any documents and take any actions reasonably requested by Company to perfect, protect, or enforce Company's rights in the Work Product, at Company's expense.

(b) Contractor retains ownership of any pre-existing tools, libraries, or methodologies owned by Contractor prior to this Agreement ("**Pre-Existing IP**"). To the extent Pre-Existing IP is incorporated into Work Product, Contractor grants Company a perpetual, irrevocable, royalty-free, worldwide license to use such Pre-Existing IP as part of the Work Product.

7. Indemnification & Insurance

(a) **Indemnification.** Each party (the "Indemnifying Party") agrees to indemnify, defend, and hold harmless the other party from and against any third-party claims, damages, liabilities, and expenses (including reasonable attorneys' fees) arising from the Indemnifying Party's gross negligence, willful misconduct, or breach of this Agreement.

(b) **Insurance.** Contractor shall maintain, at Contractor's sole expense: (i) general liability insurance with a limit of not less than **\$1,000,000** per occurrence; and (ii) professional liability (errors and omissions) insurance with a limit of not less than **\$1,000,000** per claim. Contractor shall provide certificates of insurance upon Company's request.

8. Governing Law & Dispute Resolution

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

- (a) **Mediation.** The parties shall first attempt to resolve any dispute arising under this Agreement through good-faith negotiation. If negotiation fails, the parties shall submit the dispute to non-binding mediation administered by **JAMS** in San Francisco County, California.
- (b) **Arbitration.** If mediation is unsuccessful, any dispute shall be resolved by binding arbitration administered by JAMS under its Comprehensive Arbitration Rules. The arbitration shall take place in San Francisco, California. Judgment on the award may be entered in any court of competent jurisdiction.
- (c) The prevailing party in any arbitration or litigation shall be entitled to recover its reasonable attorneys' fees and costs.

9. General Provisions

- (a) **Entire Agreement.** This Agreement constitutes the entire understanding between the parties and supersedes all prior agreements, representations, and understandings, whether written or oral.
- (b) **Amendment.** This Agreement may be amended only by a written instrument signed by both parties.
- (c) **Severability.** If any provision of this Agreement is held invalid or unenforceable, the remaining provisions shall continue in full force and effect.
- (d) **Notices.** All notices under this Agreement shall be in writing and delivered by email (with read receipt), certified mail, or overnight courier to the addresses set forth above.
- (e) **Non-Solicitation.** During the Term and for **12 months** thereafter, neither party shall solicit or hire any employee or contractor of the other party who was involved in the Services, without prior written consent.
- (f) **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together constitute one instrument. Electronic or scanned signatures shall have the same legal effect as original signatures.

IN WITNESS WHEREOF, the parties have executed this Independent Contractor Agreement as of the date first written above.

Signature of Authorized Representative

VERTEX ANALYTICS, INC.

By: _____

Name: _____

Title: _____

Date: _____

Signature of Contractor

JORDAN T. REEVES

By: _____

Title: Independent Contractor

Date: _____