INDEPENDENT CONTRACTOR SERVICES AGREEMENT

Nexus Digital Solutions LLC — Professional Services Contract

This Independent Contractor Services Agreement (the "**Agreement**") is entered into as of March 1, 2026 (the "**Effective Date**"), by and between:

Nexus Digital Solutions LLC, a Delaware limited liability company with its principal place of business at 1200 Innovation Drive, Suite 400, Wilmington, DE 19801 (hereinafter referred to as "**Client**" or "**Company**"), and

The undersigned independent contractor (hereinafter referred to as "**Contractor**").

WHEREAS, Client desires to engage Contractor to perform certain website redesign and development services; and WHEREAS, Contractor represents that Contractor has the requisite skills and experience to perform such services; NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the parties agree as follows:

1. SCOPE OF SERVICES

1.1. Contractor shall perform website redesign and development services for Client's corporate website (the "**Project**"), including but not limited to: user interface design, front-end development, back-end integration, content migration, quality assurance testing, and deployment to production environment.

1.2. The Project shall be completed in accordance with the specifications outlined in Exhibit A (attached hereto and incorporated by reference), as may be modified by Client from time to time in its sole discretion.

1.3. Contractor shall provide all necessary revisions, modifications, and adjustments to deliverables at no additional cost until Client confirms full satisfaction with the final output. There shall be no limitation on the number of revision cycles, and Contractor acknowledges that iterative refinement is an inherent component of the creative development process contemplated under this Agreement.

1.4. Contractor shall devote sufficient time and resources to ensure timely completion of the Project and shall be available for reasonable consultation during Client's standard business hours.

2. COMPENSATION AND PAYMENT

2.1. In consideration for the services rendered hereunder, Client shall pay Contractor a total project fee of Fifteen Thousand Dollars ($15,000.00), payable in milestone installments as follows:

Milestone	Deliverable	Amount
Phase 1	Project kickoff and wireframes	$3,000.00
Phase 2	Design mockups and approval	$4,000.00
Phase 3	Development and integration	$5,000.00
Phase 4	Testing, launch, and handoff	$3,000.00

2.2. Payment for each milestone shall be due within ninety (90) days following Client's receipt of a proper invoice from Contractor. Client reserves the right to withhold payment for any deliverable that Client determines, in its reasonable judgment, to be unsatisfactory or not in conformance with the Project specifications.

2.3. Contractor shall be solely responsible for all taxes, insurance, and other obligations arising from compensation received under this Agreement. Client shall not withhold any taxes from payments made to Contractor.

2.4. The fees set forth in Section 2.1 constitute the entire compensation payable to Contractor for all services performed under this Agreement, including all revisions contemplated in Section 1.3.

3. INTELLECTUAL PROPERTY RIGHTS

3.1. All work product, deliverables, materials, designs, code, documentation, graphics, and any other output created by Contractor in connection with the Project, including without limitation all preliminary drafts, concepts, sketches, prototypes, and intermediate materials (collectively, "**Work Product**"), shall be considered "work made for hire" as defined under the United States Copyright Act (17 U.S.C. § 101). To the extent that any Work Product does not qualify as work made for hire, Contractor hereby irrevocably assigns to Client all right, title, and interest in and to such Work Product, including all intellectual property rights therein.

3.2. The assignment in Section 3.1 includes, without limitation, any pre-existing intellectual property, tools, frameworks, libraries, code snippets, templates, or methodologies that Contractor incorporates into or utilizes in the creation of the Work Product (collectively, "**Contractor Materials**"). Contractor represents and warrants that Contractor has full authority to assign such Contractor Materials.

3.3. Contractor hereby irrevocably waives, to the fullest extent permitted by applicable law, all moral rights (including rights of attribution and integrity) in and to the Work Product worldwide and in perpetuity, and agrees not to assert any such rights against Client or its successors, assigns, or licensees.

4. CONFIDENTIALITY AND NON-DISCLOSURE

4.1. Contractor acknowledges that during the course of this engagement, Contractor may have access to confidential and proprietary information of Client, including but not limited to business strategies, customer data, financial information, technical specifications, and trade secrets (collectively, "**Confidential Information**").

4.2. Contractor shall not, during the term of this Agreement or at any time thereafter, disclose, publish, or otherwise disseminate any Confidential Information to any third party without the prior written consent of Client.

4.3. Contractor shall not, at any time during or after the term of this Agreement, disclose the existence of this Agreement or the business relationship between the parties to any third party. Contractor further agrees that Contractor shall not use any Work Product, deliverables, or reference to the Project in Contractor's portfolio, website, social media, marketing materials, or any other public or private communication without the express prior written consent of Client, which may be withheld in Client's sole and absolute discretion.

5. NON-COMPETITION AND NON-SOLICITATION

5.1. During the term of this Agreement and for a period of twenty-four (24) months following its termination or expiration (the "**Restricted Period**"), Contractor shall not, directly or indirectly, engage in, own, manage, operate, control, be employed by, participate in, consult for, or be connected with any business or activity that is competitive with Client's business within the technology industry.

5.2. During the Restricted Period, Contractor shall not, directly or indirectly, solicit, contact, or attempt to solicit any client, customer, vendor, or business partner of Client for the purpose of providing services similar to those provided under this Agreement.

6. TERM, TERMINATION, AND RENEWAL

6.1. This Agreement shall commence on the Effective Date and shall continue for an initial term of twelve (12) months (the "**Initial Term**").

6.2. Upon expiration of the Initial Term, this Agreement shall automatically renew for successive periods of twelve (12) months each (each a "**Renewal Term**"), unless either party provides written notice of non-renewal at least one hundred twenty (120) days prior to the expiration of the then-current term.

6.3. Client may terminate this Agreement at any time, with or without cause, effective immediately upon written notice to Contractor. In the event of termination by Client under this Section, Client shall have no obligation to compensate Contractor for any work in progress or incomplete deliverables.

6.4. Contractor may terminate this Agreement only upon ninety (90) days' prior written notice to Client. During such notice period, Contractor shall continue to perform all obligations under this Agreement and shall cooperate fully in the transition of the Project to a replacement contractor designated by Client.

6.5. In the event of cancellation or termination of the Project for any reason, Contractor acknowledges and agrees that Contractor shall not be entitled to any compensation for work performed prior to the effective date of termination, except for milestone payments that have been previously approved and invoiced in accordance with Section 2.

7. INDEMNIFICATION

7.1. Contractor shall indemnify, defend, and hold harmless Client and its officers, directors, employees, agents, successors, and assigns from and against any and all claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to: (a) Contractor's performance or failure to perform under this Agreement; (b) any breach of any representation, warranty, or covenant made by Contractor; (c) any negligent or wrongful act or omission of Contractor or any person acting under Contractor's direction; or (d) any claim by a third party related to the Work Product or services provided hereunder, regardless of whether such claim arises in whole or in part from the negligence or acts of Client.

7.2. Contractor's indemnification obligations under this Section shall survive the termination or expiration of this Agreement indefinitely.

8. LIMITATION OF LIABILITY

8.1. IN NO EVENT SHALL CLIENT BE LIABLE TO CONTRACTOR FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, REGARDLESS OF THE THEORY OF LIABILITY.

8.2. CLIENT'S TOTAL AGGREGATE LIABILITY UNDER THIS AGREEMENT SHALL NOT EXCEED THE AMOUNT OF FEES ACTUALLY PAID BY CLIENT TO CONTRACTOR DURING THE THIRTY (30) DAY PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

8.3. The limitations set forth in Sections 8.1 and 8.2 shall apply to Client only. Contractor acknowledges that Contractor's liability under this Agreement shall not be subject to any cap or limitation.

9. REPRESENTATIONS AND WARRANTIES

9.1. Contractor represents and warrants that: (a) Contractor has the right, power, and authority to enter into this Agreement; (b) the Work Product will be original and will not infringe upon any intellectual property rights of any third party; (c) Contractor will perform the services in a professional and workmanlike manner; and (d) Contractor is an independent contractor and not an employee of Client.

9.2. CLIENT MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO ANY MATERIALS, SPECIFICATIONS, OR INFORMATION PROVIDED TO CONTRACTOR.

10. GOVERNING LAW AND DISPUTE RESOLUTION

10.1. This Agreement shall be governed by and construed in accordance with the laws of the British Virgin Islands, without regard to its conflict of laws principles.

10.2. Any dispute, controversy, or claim arising out of or relating to this Agreement shall be resolved exclusively in the courts of the British Virgin Islands, and each party hereby irrevocably submits to the personal jurisdiction of such courts

and waives any objection to venue therein.

10.3. In the event of any legal action arising under this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs from the non-prevailing party.

11. GENERAL PROVISIONS

11.1. **Entire Agreement.** This Agreement, together with all exhibits and attachments hereto, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations, and discussions, whether oral or written.

11.2. **Amendments.** This Agreement may not be amended or modified except by a written instrument signed by both parties; provided, however, that Client may modify the Project specifications set forth in Exhibit A at any time upon written notice to Contractor.

11.3. **Severability.** If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

11.4. **Waiver.** The failure of either party to enforce any provision of this Agreement shall not constitute a waiver of such party's right to enforce such provision in the future.

11.5. **Assignment.** Contractor may not assign or transfer this Agreement or any rights hereunder without the prior written consent of Client. Client may freely assign this Agreement to any successor or affiliate.

11.6. **Notices.** All notices under this Agreement shall be in writing and shall be deemed given when delivered personally, sent by certified mail (return receipt requested), or sent by recognized overnight courier to the addresses set forth above.

11.7. **Survival.** Sections 3, 4, 5, 7, 8, and 10 shall survive the termination or expiration of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date first written above.

NEXUS DIGITAL SOLUTIONS LLC	**CONTRACTOR**
Signature: _____	Signature: _____
Name: Marcus J. Whitfield	Name: _____
Title: Chief Operating Officer	Title: _____
Date: _____	Date: _____

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