

INDEPENDENT CONTRACTOR SERVICES AGREEMENT #_02FS_

The Product Design Services Agreement (this "**Agreement**") is made and entered into as of **April 01, 2025** by and between **DAS Soft Plus SRL** with address at 78 apt (of.), 74 Lev Tolstoi street, mun. Chisinau, Republic of Moldova, MD-2001 (the "**Consultant**"), and **Fusedash LLC** with a principal place of business at 1751 PINNACLE DR SUITE 600 MC LEAN VA 22102-4007 ("**Company**") (each herein referred to individually as a "**Party**," or collectively as the "**Parties**"). The Company desires to retain Consultant as an independent contractor to perform Software development services for the Company (the "**Services**"), and the Consultant is willing to perform such Services, on the terms described below. In consideration of the mutual promises contained herein, the Parties agree as follows:

1. **Services and Compensation.**

- a. **Services.** From time to time, the Company may request the Consultant to perform specific tasks for the Company (or its designee), including, without limitation, the provision of consulting services and other advisory work ("**Work**") by submitting additions to the Consultant scope of work ("**Scope of Work**") in substantially the form attached hereto as **Exhibit A**. Upon execution by the Consultant of any Scope of Work & Estimate, the Consultant agrees to perform the work specified therein, in accordance with the terms of this Agreement and such Scope of Work. (Any Scope of Work request executed by the Company and the Consultant shall be an "**Accepted Scope of Work**"). The Company, without invalidating this Agreement, may request changes in the scope or described in an Accepted Scope of Work (or any other terms set forth therein). Such changes may consist of additions, deletions, or modifications. Any such changes must be mutually agreed upon in writing by both parties and reflected in the form of a new or revised Accepted Scope of Work.
- b. **Compensation.** In consideration of the services provided by the Consultant to the Company hereunder, the Company agrees that it will compensate the Consultant on a monthly basis. The hourly payment for Software development services is \$0. Each invoice will be paid within 15 days from invoice issuance date.

2. **Ownership.** Consultant agrees that all right, title, and interest in and to any material, notes, records, drawings, designs, inventions, improvements, developments, discoveries and trade secrets conceived, discovered, authored, invented, developed or reduced to practice by Consultant, solely or in collaboration with others, during the term of this Agreement and arising out of the performance of the Services under an Accepted Scope of Work (collectively, "**Deliverables**") and all intellectual property rights, including copyrights, patents, patent disclosures and inventions (whether patentable or not), trademarks service marks, trade secrets, know-how and other confidential information, trade dress, trade names, logos, corporate names and domain names, together with all of the goodwill associated therewith, derivative works and all other rights (collectively, "**Intellectual Property Rights**"), shall vest in the Company upon its full payment to the Consultant of all amounts due for such Services and at such time Consultant hereby

assigns all right, title and interest in and to such Deliverables, including without limitation all worldwide Intellectual Property Rights embodied therein.

3. **Term and Termination.**

- a. **Term.** The initial term of the Exhibit A (the "**Term**") will begin on the Effective Date of this Agreement and will end on December 31, 2028, or earlier based on final sign-off from Company, or unless earlier terminated for "cause" by the Company pursuant to Section 3.B.1 below.
- b. **Termination.** This Agreement shall terminate as between the Company, on the one hand, and Consultant, on the other hand, upon any one of the following:
 1. The Company's determination made in good faith that it is terminating this Agreement for "cause" as defined under Section 3.C below ("**Termination for Cause**");
 2. at least 15 days following the Company's delivery of a written notice to Consultant stating that the Company is terminating this Agreement, without cause, at the Company's sole discretion, for any reason or for no reason ("**Termination Without Cause**"); or at least 15 days following the Consultant's delivery of a written notice to the Company stating that Consultant is electing to terminate this Agreement ("**Voluntary Termination**").
- c. **Definition of "Cause".** For purposes of this Agreement, "**cause**" as it relates to the Company's termination of this Agreement will exist at any time after the failure, refusal, or inability in any material respect, of Consultant to perform the Services in accordance with this Agreement (or applicable Accepted Request for Services), and such behavior is not cured within 15 days of written notice thereof to Consultant.
- d. **Effect of Termination.**
 1. Termination with or without Cause. In the event of any termination of this Agreement by the Company pursuant to Section 3.B, the Company will pay Consultant (within 15 days after issuance of an invoice by the Consultant) all reasonably undisputed fees payable to Consultant under the applicable Accepted Request for Services for those Services rendered by Consultant through the effective date of termination.
 2. Voluntary Termination. In the event of Consultant's termination of this Agreement pursuant to Section 3.B, at the Company's request, Consultant shall continue to provide the Services through a transition period specified by the Company not to exceed 30

days (the "**Transition Period**"), in which case the Company shall pay Consultant (within 15 days after issuance of an invoice by the Consultant) the compensation otherwise payable to Consultant under the applicable Accepted Scope of Work through the expiration of the Transition Period.

- e. **Survival.** Upon any termination, all rights and duties of the Company and Consultant toward each other shall cease except:
 - 1. The Company will pay or deliver to Consultant, when due, all amounts owing to Consultant hereunder and any related reimbursable expenses; and
 - 2. Sections 2, 3, 4, 5, 6, 7 and 9 will survive termination or expiration of this Agreement in accordance with their terms.

4. **Confidentiality.**

- a. All non-public, confidential or proprietary information of Company, including, but not limited to, trade secrets, technology, information pertaining to business operations and strategies, and information pertaining to Company's innovations, strategies, products, services, pricing, and marketing (collectively, "**Confidential Information**"), disclosed or otherwise made available by Company to Consultant, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential," in connection with the provision of the Services and this Agreement is strictly confidential. Company shall keep all Confidential Information secure, and shall neither copy any Confidential Information nor disclose any Confidential Information to any third party, other than to the extent necessary to perform the Services without the prior written consent of Company. Confidential Information does not include information that is:
 - i. in the public domain;
 - ii. known to Consultant at the time of disclosure as evidenced by written documents; or
 - iii. rightfully obtained by Consultant on a non-confidential basis from a third party.
- b. Consultant shall use the Confidential Information only for the purpose of providing Services under this Agreement.

5. **Representations and Warranties.** Consultant represents and warrants to Company that:

- a. It shall perform the Services using personnel of required skill, experience and qualifications and in a professional and workmanlike manner in

accordance with best industry standards for similar services and shall devote adequate resources to meet its obligations under this Agreement.

- b. It is in compliance with, and shall perform the Services in compliance with, all applicable laws.
 - c. Company will receive good and valid title to all Deliverables, free and clear of all encumbrances and liens of any kind.
 - d. (i) None of the Services, Deliverables and Company's use thereof infringe or will infringe any Intellectual Property Right of any third party and, (ii) as of the date hereof, there are no pending or, to Consultant's knowledge, threatened claims, litigation or other proceedings pending against Consultant by any third party based on an alleged violation of such Intellectual Property Rights, in each case, excluding any infringement or claim, litigation or other proceedings to the extent arising out of (x) any Company materials or any instruction, information, designs, specifications or other materials provided by Company to Consultant, (y) use of the Deliverables in combination with any materials or equipment not supplied or specified by Consultant, if the infringement would have been avoided by the use of the Deliverables not so combined, and (z) any modifications or changes made to the Deliverables by or on behalf of any person or entity other than Consultant.
 - e. the Services and Deliverables will be in conformity in all respects with all requirements or specifications stated in this Agreement.
6. **Indemnification.** Consultant shall defend, indemnify and hold harmless Company and Company's subsidiaries, affiliates, successors or assigns and its and their respective directors, officers, shareholders and employees (collectively, "Indemnitees") against any and all loss, injury, death, damage, liability, claim, deficiency, action, judgment, interest, award, penalty, fine, cost or expense, including reasonable attorney and professional fees and costs, and the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers (collectively, "**Losses**") arising out of or related to breach of Section 4 (Confidentiality) or Consultant's negligence or willful misconduct. Consultant shall not enter into any settlement without Company's or Indemnitee's prior written consent.
7. **Independent Contractor.** It is the express intention of the Company and Consultant that the Consultant performs the Services as an independent contractor to the Company. Nothing in this Agreement shall in any way be construed to constitute Consultant as an agent, employee, or representative of the Company. Consultant acknowledges and agrees that Consultant is obligated to report as income all compensation received by Consultant pursuant to this Agreement. The Consultant agrees to and acknowledges the obligation to pay all applicable taxes on such income.
8. **Use of Name.** The Company agrees that the Consultant may use its name, and reference its work with the Company, for portfolio purposes on the Consultant's website

and in its promotional materials to the extent that the Company has given written approval.

9. **Miscellaneous**

- a. **Governing Law; Arbitration.** This Agreement will be governed and construed in accordance with the laws of the Commonwealth of Virginia without regard to choice of law provisions. All claims, disputes, and controversies arising out of or in relation to the performance, interpretation, application, or enforcement of this Agreement, including but not limited to breach of this Agreement, will be referred to mediation before, and, as a condition precedent to the initiation of any adjudicative action or proceeding, arbitration. All mediation will be held in Colorado.
- b. In the event of any dispute between the Parties under this Agreement, which is not settled under mediation as described above, the parties agree, as their sole avenue of recourse, to submit the matter to arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association. Each party shall promptly agree on a single arbitrator. Each party may be represented by legal counsel. All arbitration will be held in Colorado Both parties agree to specifically exclude all other jurisdictions and venues as a choice of forum for any arbitration covered by this Agreement, other than as specifically agreed by the parties. The decision of the arbitrators shall be conclusive and binding on the parties and may be enforced in any court of the applicable jurisdiction. The right to appeal is hereby waived. Expenses for and related to such mediation and arbitration, including legal fees and expenses, shall be borne by the losing party or, in the event that any portion of the fee is determined by the Arbitrator to be due and payable by Company to the Consultant, such expense shall be borne by the Company.
- c. **Assignability.** This Agreement will be binding upon each Party's heirs, executors, assigns, administrators, and other legal representatives, and will be for the benefit of each such Party, its successors, and its assigns. There are no intended third-party beneficiaries to this Agreement, except as expressly stated. Except as may otherwise be provided in this Agreement, neither Party may sell, assign or delegate any of its respective rights or obligations under this Agreement.
- d. **Entire Agreement.** This Agreement constitutes the entire agreement and understanding between the Parties with respect to the subject matter herein and supersedes all prior written and oral agreements, discussions, or representations between the Parties. To the extent, any terms set forth in any Accepted Scope of Work conflicts with the terms set forth in this Agreement, the terms of this Agreement shall control unless otherwise expressly agreed by the Parties in such Accepted Scope of Work.

- e. **Headings.** Headings are used in this Agreement for reference only and shall not be considered when interpreting this Agreement.
- f. **Severability.** If a court or other body of competent jurisdiction finds, or the Parties mutually believe, any provision of this Agreement, or portion thereof, to be invalid or unenforceable, such provision will be enforced to the maximum extent permissible so as to affect the intent of the Parties, and the remainder of this Agreement will continue in full force and effect.
- g. **Modification, Waiver.** No modification of or amendment to this Agreement will be effective unless it is presented in writing and signed by the Parties. No waiver of any of the provisions of this Agreement shall be valid unless the same is in writing and signed by the party against whom it is sought to be enforced. Any waiver of any breach of this Agreement shall not be considered to be a continuing waiver or consent to any subsequent breach on the part of either party.
- h. **Notices.** Any notice or other communication required or permitted by this Agreement to be given to a Party shall be in writing and shall be deemed given (i) if delivered personally or by commercial messenger or courier service, (ii) when sent by confirmed facsimile, or (iii) if mailed by U.S. registered or certified mail (return receipt requested), to the Party at the Party's address written below or at such other address as the Party may have previously specified by like notice. If by mail, delivery shall be deemed effective three business days after mailing in accordance with this Section 9.G.

1. If to the Consultant, to:

DAS Soft Plus SRL

78 apt (of.), 74 Lev Tolstoi street,
mun. Chisinau, Republic of Moldova, MD-2001

2. If to Company, to:

Fusedash LLC
1751 PINNACLE DR SUITE 600
MC LEAN VA 22102-4007

- H. **Attorneys' Fees.** In any court action at law or equity that is brought by one of the Parties to this Agreement to enforce or interpret the provisions of this Agreement, the prevailing Party will be entitled to reasonable attorneys' fees, in addition to any other relief to which that Party may be entitled.
- I. **Signatures.** This Agreement may be signed in two counterparts, each of which shall be deemed an original, with the same force and effectiveness as though executed in a single document.

IN WITNESS WHEREOF, the Parties hereto have executed this Consulting and Advisory Services Agreement as of the date first written above.

Fusedash LLC

By:  _____

Name: Marc Caposino

Title: CEO

DAS Soft Plus SRL

By:  _____

Name: Afanasie Butucea

Title: Director

Exhibit A
Software development services

Role	Rate per hour
Software development services	0 \$

Fusedash LLC

By: _____



Name: Marc Caposino

Title: CEO

DAS Soft Plus SRL

By: _____



Name: Afanasie Butucea

Title: Director