

Independent Contractor Agreement 2024

This Independent Contractor Agreement ("Agreement") is made and entered into as of 06.06.24 by and between:

- SPORFORYA INC, a Delaware corporation, with a principal place of business at The Woodlands Texas ("Company"); and
- **Mehedy Hassan**, residing at **Swamibagh, Dhaka, Bangladesh** ("Contractor").

WHEREAS, Company desires to engage Contractor to provide certain services, and Contractor desires to provide such services; please check below which apply:

FrontEnd Software Developer

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. Services

- Contractor agrees to provide the following services ("Services") to Company:
 - Refer to the current Upwork Contract, and or "Appendix A" below.
- Contractor shall perform the Services in a professional and workmanlike manner, in accordance with industry standards and best practices.
- Company shall provide Contractor with all necessary information and access to resources required to perform the Services.

2. Compensation

- Company shall pay Contractor for the Services at a rate of, refer to the current Upwork Contract, and or "Appendix A" below.
- Payment shall be made in accordance to, refer to the current Upwork Contract, and or "Appendix A" below.
- Contractor shall be responsible for all taxes and other deductions associated with his/her compensation.

3. Intellectual Property Rights

- All intellectual property rights ("IPR") developed by Contractor in the course of performing the Services, including but not limited to [Specific examples: software code, designs, inventions], shall be the exclusive property of the Company.
- Contractor hereby assigns all such IPR to Company and agrees to execute all necessary documents to effectuate such assignment.
- Company shall grant Contractor a non-exclusive, royalty-free license to use the IPR solely for the purpose of performing the Services.

4. Independent Contractor Status

- Contractor is and shall remain an independent contractor and not an employee of Company.
- Contractor is responsible for his/her own taxes, social security, and other benefits.
- Company shall not withhold or deduct any taxes or other contributions from Contractor's compensation.

5. Termination

- This Agreement may be terminated by either party upon [Number] days' written notice to the other party.
- Company may terminate this Agreement immediately upon written notice in the event of Contractor's material breach of this Agreement.

- In the event of termination, the Contractor shall immediately cease performing the Services and return all Company property.
- Company shall pay Contractor for all Services performed up to the date of termination.

6. Confidentiality

- Contractor agrees to hold in confidence all Confidential Information of Company. "Confidential Information" includes, but is not limited to, all information disclosed by Company to Contractor, whether orally or in writing, that is designated as confidential or that, by its nature, ought to be treated as confidential. Examples of Confidential Information include, but are not limited to:
- The Contractor shall not use or disclose any Confidential Information for any purpose other than performing the Services under this Agreement.
- Contractor shall not disclose any Confidential Information to any third party without the prior written consent of the Company.
- Contractor agrees to take all reasonable precautions to protect the confidentiality of Confidential Information, including but not limited to using the same degree of care that Contractor uses to protect his/her own confidential information of a similar nature.
- Contractor's obligations under this Section 6 shall survive the termination of this Agreement for a period of two (2) years.

7. Dispute Resolution

- Any dispute arising out of or relating to this Agreement shall be settled by mediation.
- The governing law of this Agreement shall be the County of Montgomery in the State of Texas USA.

8. Entire Agreement

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

9. Notices

- All notices and other communications hereunder shall be in writing and shall be deemed to have been duly given when delivered personally, sent by certified or registered mail, return receipt requested, postage prepaid, addressed as follows:
 - If to Company: The Company's email address.
 - If to Contractor: The Contractors email address.

10. Waiver

- No waiver of any provision of this Agreement shall be effective unless in writing and signed by both parties.

11. E-Signatures

- The parties agree that this Agreement may be executed by means of electronic signatures and that the signatures appearing on this Agreement are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

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

SPORFORYA INC

By: Dicky Davies

Name: Dicky Davies

Title: CEO

By: *Mehedy Hassan*

Name: **Mehedy Hassan**

Linkedin Profile: <https://www.linkedin.com/in/immechedy/>

APPENDIX A

Name	Position	Email	Project Assignments and Base Hours Per Week					
			Sporti PT+M	Athlos PT+M	Sporti New Feat Dev	Athlos New Feat Dev	Campus 57 Dev	Total Base Hours
Mehedy	FE W	dev.mehedy.hassan@gmail.com	1	1	1	1	2	6