

KEYSTONE FOUNDER STUDIO
INDEPENDENT CONTRACTOR AGREEMENT

I. The Parties. This New Jersey Independent Contractor Agreement (“Agreement”) is entered into by and between Forward Vision Consulting LLC d/b/a Keystone Founder Studio (“Client” or “KFS”) and Brandon Sirota (“Contractor”). Client and Contractor may each be referred to herein as a “Party” and collectively as the “Parties.”

WHEREAS the Client intends to pay the Contractor for Services provided, effective June 15th, 2026, under the following terms and conditions:

II. The Services. The Contractor agrees to perform the services stated in **Exhibit A** to this Agreement, attached hereto and incorporated by reference herein (hereinafter known as the “Services”). In the event of a conflict between this Agreement and Exhibit A, the terms of Exhibit A shall govern.

III. Payment. Contractor shall be compensated in accordance with Exhibit A attached hereto and incorporated herein by reference. In the event of a conflict between this Agreement and Exhibit A regarding compensation, payment schedule, services, deliverables, or term, Exhibit A shall govern. Completion shall be defined as the fulfillment of Services as described in Section II in accordance with industry standards and to the approval of the Client, not to be unreasonably withheld.

IV. Due Date. The Services shall be performed during the term specified in Exhibit A, unless earlier terminated in accordance with this Agreement

V. Expenses.

Contractor shall not be responsible for any expenses specifically authorized in advance by Client in connection with the performance of the Services. Client shall reimburse Contractor for reasonable and necessary expenses incurred on behalf of Client, provided such expenses are approved in writing by Client prior to being incurred and are supported by reasonable documentation.

Except as expressly provided above, Contractor shall remain responsible for Contractor’s own operating expenses, taxes, insurance, equipment, internet access, telephone service, and other costs associated with Contractor’s independent business activities.

*The Client will be required to pay the Contractor within thirty (30) days of any Expense after receiving an itemized expense statement from the Contractor. Upon request by the Client, the Contractor may have to show any receipt(s) or proof of purchase for said Expense(s).

VI. Termination. This Agreement shall remain in effect until terminated in accordance with section VII of this Agreement or upon expiration of the applicable term set forth in Exhibit A.

In addition, either the Client or the Contractor may terminate this Agreement, and any obligations stated hereunder, for material breach by the other party. The terminating party shall provide the breaching party with written notice describing the material breach in reasonable detail, and the breaching party shall have thirty (30) days from receipt of such notice to cure the breach. If the breach is not cured within such period, this Agreement shall terminate upon the breaching party's receipt of a subsequent written notice of termination. Notwithstanding the foregoing, a party may terminate this Agreement immediately upon written notice for a material breach that is incapable of cure, or for any

act exposing the terminating party to liability to others for personal injury or property damage. All notices under this Agreement shall be in writing and deemed effectively given upon personal delivery, upon confirmed electronic transmission, or three (3) days after deposit in the mail to the party's address set forth in Section I.

VII. Option to Terminate. The Client and Contractor shall:)

Either Party may terminate this Agreement at any time, with or without cause, by providing seven (7) days written notice to the other Party.

This termination right is in addition to, and does not limit, either Party's right to terminate this Agreement immediately for material breach in accordance with Section VI.

VIII. Independent Contractor Status. The parties intend and agree that the Contractor is an independent contractor and not an employee of the Client for any purpose. The parties acknowledge that, under New Jersey law, the Contractor's status is determined by the "ABC test" set forth in the New Jersey Unemployment Compensation Law, N.J.S.A. 43:21-19(i)(6)(A), (B), and (C), and applicable federal standards, including those of the Internal Revenue Service (IRS). Neither the Contractor nor the Contractor's employees or contract personnel are, or shall be deemed, the Client's employees.

In its capacity as an independent contractor, Contractor agrees and represents: Contractor has the right to perform services for others during the term of this Agreement; Contractor has the sole right to control and direct the means, manner, and method by which the Services required by this Agreement will be performed. Contractor shall select the routes taken, starting and ending times, days of work, and order the work is performed; Contractor has the right to hire assistant(s) as subcontractors or to use employees to provide the Services required under this Agreement. Neither Contractor, nor the Contractor's employees or personnel, shall be required to wear any uniforms provided by the Client; The Services required by this Agreement shall be performed by the Contractor, Contractor's employees or personnel, and the Client will not hire, supervise, or pay any assistants of the Contractor; Neither Contractor nor Contractor's employees or personnel shall receive any training from the Client in the professional skills necessary to perform the Services required by this Agreement; and Neither the Contractor nor Contractor's employees or personnel shall be required by the Client to devote full-time to the performance of the Services required by this Agreement.

In further support of the Contractor's independent contractor status under the ABC test, the Contractor represents and warrants that: (A) the Contractor has been and will be free from the Client's control or direction over the performance of the Services, both under this Agreement and in fact; (B) the Services are either performed outside the usual course of the business of the Client or are performed outside of all the places of business of the Client; and (C) the Contractor is customarily engaged in an independently established trade, occupation, profession, or business of the same nature as the Services performed under this Agreement, and provides or holds itself out as available to provide such services to other clients.

IX. Business Licenses, Permits, and Certificates. The Contractor represents and warrants that all employees and personnel associated shall comply with federal, state, and local laws requiring any required licenses, permits, and certificates necessary to perform the Services under this Agreement.

- X. Federal and State Taxes.** Under this Agreement, the Client shall not be responsible for: Withholding FICA, Medicare, Social Security, or any other federal or state withholding taxes from the Contractor's payments to employees or personnel or make payments on behalf of the Contractor; Make federal or state unemployment compensation contributions on the Contractor's behalf; and the payment of all taxes incurred related to or while performing the Services under this Agreement, including all applicable income taxes and, if the Contractor is not a corporation, all applicable self-employment taxes. Upon demand, the Contractor shall provide the Client with proof that such payments have been made.
- XI. Benefits of Contractor's Employees.** The Contractor understands and agrees that they are solely responsible for, and shall be liable for, all benefits that are provided to their employees, including but not limited to, retirement plans, health insurance, vacation time-off, sick pay, personal leave, or any other benefit provided.
- XII. Unemployment Compensation.** The Contractor shall be solely responsible for the unemployment compensation payments on behalf of their employees and personnel. The Contractor shall not be entitled to unemployment compensation in connection with the Services performed under this Agreement.
- XIII. Workers' Compensation.** The Contractor shall be responsible for providing all workers' compensation insurance on behalf of their employees. If the Contractor hires employees to perform any work under this Agreement, the Contractor agrees to grant workers' compensation coverage to the extent required by law. Upon request by the Client, the Contractor must provide certificates proving workers' compensation insurance at any time during the performance of the Service.
- XIV. Indemnification.** The Contractor shall indemnify and hold the Client harmless from any loss or liability arising out of or related to the Contractor's performance of the Services under this Agreement, except to the extent such loss or liability results from the Client's own negligence or willful misconduct.
- XV. Confidentiality.** The Contractor acknowledges that it will be necessary for the Client to disclose certain confidential and proprietary information to the Contractor in order for the Contractor to perform their duties under this Agreement. The Contractor acknowledges that disclosure to a third party or misuse of this proprietary or confidential information would irreparably harm the Client. Accordingly, the Contractor will not disclose or use, either during or after the term of this Agreement, any proprietary or confidential information of the Client without the Client's prior written permission except to the extent necessary to perform Services on the Client's behalf.

Proprietary or confidential information includes, but is not limited to: The written, printed, graphic, or electronically recorded materials furnished by Client for Contractor to use; Any written or tangible information stamped "confidential," "proprietary," or with a similar legend, or any information that Client makes reasonable efforts to maintain the secrecy of business or marketing plans or strategies, customer lists, operating procedures, trade secrets, design formulas, know-how and processes, computer programs and inventories, discoveries, and improvements of any kind, sales projections, and pricing information; and information belonging to customers and suppliers of the Client about whom the Contractor gained knowledge as a result of the Contractor's Services to the Client. Upon termination of the Contractor's Services to the Client, or at the Client's request,

the Contractor shall deliver to the Client all materials in the Contractor's possession relating to the Client's business. The Contractor acknowledges that any breach or threatened breach of confidentiality under this Agreement will result in irreparable harm to the Client for which damages would be an inadequate remedy. Therefore, the Client shall be entitled to equitable relief, including an injunction, in the event of such breach or threatened breach of confidentiality. Such equitable relief shall be in addition to the Client's rights and remedies otherwise available at law. Upon termination of this Agreement or upon request by Client, Contractor shall immediately return or destroy all Client property, documents, records, confidential information, credentials, passwords, access tokens, CRM records, software licenses, communication records, and other materials belonging to Client. Contractor shall immediately cease all access to Client systems, accounts, shared drives, communication platforms, and business resources.

XVI. Proprietary Information. Proprietary information, under this Agreement, shall include:

The product of all work performed under this Agreement ("Work Product"), including without limitation all notes, reports, documentation, drawings, computer programs, inventions, creations, works, devices, models, work-in-progress and deliverables will be the sole property of the Client, and Contractor hereby assigns to the Client all right, title and interest therein, including but not limited to all audiovisual, literary, moral rights and other copyrights, patent rights, trade secret rights and other proprietary rights therein. Contractor retains no right to use the Work Product and agrees not to challenge the validity of the Client's ownership in the Work Product;

Contractor hereby assigns to the Client all right, title, and interest in any and all photographic images and videos or audio recordings made by the Client during Contractor's work for them, including, but not limited to, any royalties, proceeds, or other benefits derived from such photographs or recordings; and The Client will be entitled to use Contractor's name and/or likeness in advertising and other materials.

XVII. Security and Data Protection: Contractor shall use reasonable care to protect Client information, systems, credentials, and data. Contractor shall not share passwords, authentication credentials, access tokens, or access to Client systems with any third party. Contractor shall access only those systems, information, and resources reasonably necessary to perform the Services and shall comply with any reasonable security requirements communicated by Client.

XVIII. Security Incident Notification: Contractor shall notify Client within twenty-four (24) hours of discovering any actual or suspected unauthorized access, credential compromise, data loss, security breach, malware incident, or other incident affecting Client information, systems, founders, clients, or business records. Contractor shall cooperate fully with Client in investigating and remediating any such incident.

XIX. No Partnership. This Agreement does not create a partnership relationship between the Client and the Contractor. Unless otherwise directed in writing by Client, Contractor shall have no authority to enter into contracts, make representations, offer pricing, incur obligations, execute agreements, or otherwise bind Client in any manner. Contractor shall not represent to any third party that Contractor possesses such authority.

Assignment and Delegation. The Contractor shall not assign this Agreement, delegate duties, engage subcontractors, or permit any third party to perform Services under this Agreement without the prior written consent of Client.

XX. The Contractor shall be responsible for any confidential or proprietary information that is shared with the Subcontractor in accordance with Sections XV & XVI of this Agreement. If any such information is shared by the Subcontractor to third (3rd) parties, the Contractor shall be made liable.

XXI. Governing Law. This Agreement shall be governed under the laws in the State of New Jersey.

XXII. Severability. This Agreement shall remain in effect in the event a section or provision is unenforceable or invalid. All remaining sections and provisions shall be deemed legally binding unless a court rules that any such provision or section is invalid or unenforceable, thus, limiting the effect of another provision or section. In such case, the affected provision or section shall be enforced as so limited.

XXIII. Any waiver by the Client of a breach of any section of this Agreement by the Contractor shall not operate or be construed as a waiver of any subsequent breach by the Contractor.

XXIV. Additional Terms and Conditions. Non-Circumvention.: During the term of this Agreement and for twelve (12) months thereafter, Contractor shall not directly or indirectly solicit, contract with, provide services to, or otherwise enter into a business relationship independent of Client with any founder, portfolio company, client, investor, referral partner, lead, or business opportunity actually introduced to or made known to the Contractor through Client during the term, except with Client's prior written consent. The parties agree that this covenant is intended to be limited to what is reasonably necessary to protect the Client's legitimate business interests, and if any court finds its scope or duration to be unreasonable, it shall be enforced to the maximum extent deemed reasonable and enforceable.

Contractor shall not knowingly circumvent Client for the purpose of avoiding fees, obligations, referral arrangements, compensation structures, or business opportunities arising from relationships established through Client.

XXV. Entire Agreement. This Agreement, along with any attachments or addendums, represents the entire agreement between the parties. Therefore, this Agreement supersedes any prior agreements, promises, conditions, or understandings between the Client and Contractor.