



INDEPENDENT CONTRACTOR AGREEMENT

THIS INDEPENDENT CONTRACTOR AGREEMENT (this "Agreement") is made as of ("Effective Date"), between Seven Stars Services, LLC, doing business as Simpalm ("Company") and Vanessa Santos Castro ("Contractor").

WHEREAS, Company desires to procure the services of Contractor under the terms and conditions set forth in this Agreement and Contractor desires to accept such engagement under the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the foregoing, of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. Independent Contractor. The relationship Contractor shall have with Company throughout the term of this Agreement will be as an independent contractor and not as an employee. Company shall have no control over the manner by which Contractor performs the Services provided for in this Agreement. Nothing in this Agreement may be construed as giving Company the degree of control or direction that would create an employer-employee relationship between Contractor and Company. Company will not withhold from its payments to Contractor any amount for taxes or any other withholding pursuant to any law, and Contractor is solely responsible for paying all taxes with respect to compensation Contractor receives pursuant to this Agreement.
2. Services. At any time during the term of this Agreement, Company may request Contractor to perform Services for one or more Clients of Company ("Engagement"). The Service Addendum, attached to this Agreement as Exhibit A, shall state the name and location of the Client, the Services to be provided ("Services"), the hours that the Company is requesting the Services to be performed, and any other terms required of Contractor for each Engagement.
3. Contractor Representation. Contractor represents that Contractor has the required experience and skill set to perform the Services required for the Engagement(s) that are the subject of this Agreement. Contractor acknowledges and agrees that if it is discovered during the first two weeks of Contractor's Engagement with a Client of Company that Contractor misrepresented Contractor's skill set and ability to perform the Services, Company shall be permitted to immediately terminate this Agreement and shall not be liable for paying the Compensation to Contractor.
4. Term of Agreement. This Agreement shall commence on the Effective Date and shall continue until either party terminates the Agreement.

5. Termination of Services. If the Contractor is providing services for an ongoing project, the following terms shall apply:

a. Contractor Resignation

- During the probationary period (first three months):
 - If resignation occurs within the first ten (10) business days of joining, the Company shall not be obligated to process or issue any payments to the Contractor.
- If resignation occurs after the first thirty (30) days but before the end of the probationary period, the Contractor must provide at least two (2) weeks' advance written notice.
- After the probationary period:
 - The Contractor must provide at least two (2) weeks' advance written notice of intent to resign. Resignation shall be effective two (2) weeks after the date of such notice, and the Contractor shall be entitled to full pro-rated salary for days worked up to the last effective day.

b. Company Termination (Without Cause)

- During the probationary period (first three months): The Company may terminate this Agreement at any time, with or without cause, and without providing advance notice.
- After the probationary period: The Company may terminate this Agreement by providing the Contractor with at least two (2) weeks' advance written notice.

c. Immediate Termination for Cause

- The Company may terminate this Agreement immediately, without prior notice or payment, if the Contractor engages in:
 1. Gross misconduct, fraud, or dishonesty;
 2. Breach of confidentiality, non-disclosure, or data protection obligations;
 3. Negligence or willful misconduct resulting in material harm to the Company;
 4. Unauthorized use or disclosure of Company property, systems, or intellectual property;
 5. Failure to follow lawful instructions or comply with applicable laws and regulations.

d. Final Payment & Return of Property

- Any final payment due to the Contractor (whether upon resignation or termination) shall be contingent upon:
 1. The Contractor's return of all Company property, equipment, documents, records, and materials in their possession, whether physical or digital; and
 2. The Contractor's compliance with all confidentiality, data protection, and handover obligations under this Agreement.
- The Company reserves the right to withhold final payment until such obligations have been fully satisfied.

6. Compensation. Beginning on ("Start Date"), Company agrees to pay Contractor \$2500 per month ("Compensation"). Compensation shall be payable as determined by the Company. Company may adjust the Monthly Compensation payable pursuant to the Agreement from time to time as it deems necessary and after agreement with Contractor.

7. Expenses. All costs and expenses incurred by Contractor in connection with the performance of the Services shall be the sole responsibility of and paid by Contractor.

8. Restrictive Covenants. Company and Contractor (the "Parties") acknowledge that Company's business of supplying personnel and accommodating the staffing needs of third parties is such that personal contact between Contractor and Clients of Company is essential to its business. Contractor acknowledges that in connection with providing the Services, Contractor will have access to and knowledge of Confidential Information and trade secrets of the Company and the Clients of Company. Contractor acknowledges that Company and Clients of Company have invested significant time and expense in developing its Confidential Information and that the restrictive covenants in this Section 8 are necessary to protect Company's business interests in its Confidential Information. Contractor acknowledges that Company and Clients of Company would be irreparably harmed if Contractor violated the restrictive covenants of this Section 8.

b. Confidentiality and Non-Solicitation of Client Data. During the Restricted Period, Contractor shall: (i) hold in strict confidence all Confidential Information and sensitive data of Company and its Clients, and shall not disclose, transmit, or otherwise make available any such information to any Competitive Business, competitor, or third party, directly or indirectly, without the prior written consent of Company; (ii) not use any Confidential Information of Company or any Restricted Client for any purpose other than the performance of Services under this Agreement; (iii) not solicit, accept, or engage in business with any Restricted Client on behalf of a Competitive Business or for Contractor's own account, where such solicitation or engagement relies upon or is facilitated by Confidential Information of Company or any Restricted Client; and (iv) not transfer, deliver, or otherwise make available any Client data, records, files, case information, billing records, or other sensitive information in Contractor's possession to any Competitive Business or competitor of Company. The foregoing obligations apply to all Confidential Information received by Contractor in connection with the Services, including but not limited to client identification data, matter files, legal and immigration case information, and any other sensitive personal or business data.

c. Non-Solicitation of Employees or Other Contractors. During the Restricted Period, Contractor shall not, directly or indirectly, solicit for employment, retain, hire, or offer to hire any Restricted Person or in any manner persuade or attempt to persuade any Restricted Person to discontinue his or her relationship with the Company.

d. In the event that any provision of this Section relating to time periods of restriction shall be determined in any judicial or administrative proceeding to exceed the maximum time period as such court or administrative agency deems reasonable and enforceable, then such time period shall be deemed to be the maximum period which such court or administrative agency deems reasonable and enforceable.

e. The time periods of the restrictive covenants referenced in this Section shall be extended by any period of violation plus any period of time required for Company to obtain enforcement of the terms of this Agreement.

9. Non-Disclosure of Trade Secrets and Other Confidential Information.

a. Contractor acknowledges that as a result of his or her role as a Contractor of Company, Contractor will be making use of, acquiring, and adding to information of a special and unique nature and value relating to Company's trade secrets or other confidential information. As a material inducement to Company to enter into this Agreement and to pay Contractor the Compensation set forth herein, Contractor acknowledges and agrees that Contractor will not, at any time, during or following his or her employment with Company, directly or indirectly, divulge, disclose, or employ for any purpose whatsoever, any of such trade secret or other confidential information which may have been obtained by or disclosed to Contractor as a result of or related to Contractor's employment by Company, including the amount of Contractor's Compensation.

b. For purposes of this Agreement, "trade secrets or other confidential information" shall mean all information which is used in Company's business and which gives Company the opportunity to obtain advantage over existing or potential competitors of Company who do not know or use such information, regardless of whether written or otherwise, including, but not limited to clients, client lists, costs, prices, earnings, products, formulae, compositions, machines, apparatus, systems, policies, financial calculations and methodologies, compilations or combinations of information (whether or not the underlying information is publicly available), prospective and executed contracts, and other business arrangements. In addition, the term "trade secrets or other confidential information" expressly includes the terms of Contractor's employment relationship with Company. The term "trade secrets or other confidential information" is not meant to include any information which, at the time of disclosure, is generally known by the public or any competitors of Company, or is required to be disclosed under applicable law by a valid subpoena or other court or governmental order, decree, regulation or rule.

c. All notes, data, reference items, sketches, drawings, memoranda, records, and other materials in any way relating to any of the information referred to in this Section or to Company's business, whether in tangible or intangible form (e.g. computer records), shall belong exclusively to Company or the Client of Company, and Contractor agrees to turn over to Company all of such materials and all copies thereof in Contractor's possession or under Contractor's control at the request of Company or, in the absence of such a request, upon the termination of Contractor's employment with Company. Contractor further agrees to permanently erase any Company or Client documents from any magnetic or electronic storage disk or device owned by him or her, or in the memory or hard disk of any personal computer, cell phone, PDA, tablet, or other communication or information storage or processing device.

10. Intellectual Property.

a. Contractor agrees that all intellectual property and related material, including any work product, information or other materials created and developed by Contractor in connection with the Services pursuant to this Agreement and any resulting intellectual property rights ("collectively "Work Product") are the sole and exclusive property of Company or Company's client. The Parties acknowledge that the Work Product shall be a work-made-for-hire for Company or Company's Client and Company or Company's Client shall be deemed to be the author and owner of all copyright and all other rights therein. If any such work is deemed for any reason not to be a work-made-for-hire, Contractor hereby irrevocably assigns and agrees to assign to Company or Company's Client all of Contractor's right, title, and interest in and to the copyright in such work, and the Contractor further agrees to execute all such documents and assurances, and to take all such action, as Company shall request, in order to cause the rights assigned thereby fully to vest in Company or Company's Client. Contractor agrees to provide all assistance requested by Company in the preservation and enforcement of its copyright in such works, such assistance to be provided at Company's expense, but without any additional compensation to Contractor. The contractor hereby waives all so-called "moral rights" relating to all work developed or produced by Contractor hereunder, including, without limitation, any and all rights of attribution, rights of approval, restriction or limitation of use or subsequent modifications.

b. In the event Company is unable for any reason, after reasonable effort, to secure Contractor's signature on any document needed in connection with the actions specified in the preceding paragraphs, Contractor hereby irrevocably designates and appoints Company and its duly authorized officers and agents as Contractor's attorney-in-fact, to act for and on Contractor's behalf to execute, certify and file any such documents and to do all other lawfully permitted acts to further the purposes of this Agreement.

11. Right to Injunction. Contractor recognizes and acknowledges and agrees that Company would suffer irreparable harm if Contractor should breach any of the provisions of this Agreement and that monetary damages may not compensate Company for the harm which would result from such a breach. Accordingly, in the event of a breach or threatened breach by the Contractor of any of the provisions of Sections 8, 9, and/or 10 of this Agreement, Company shall have the right, in addition to exercising other remedies of law or equity which may be available to it under this Agreement or otherwise, to obtain immediate and *ex parte*, preliminary, interlocutory, temporary or permanent injunctive relief, specific performance and other equitable remedies in a court of competent jurisdiction to prevent Contractor from violating such provision or provisions or to require Contractor to honor the Contractor's obligations under such sections of this Agreement, and to require an accounting for all profits and benefits arising out of Contractor's breach.

12. Reasonableness of Restrictions. CONTRACTOR HAS CAREFULLY READ AND CONSIDERED THE PROVISIONS OF THIS AGREEMENT, AND, AGREES THAT THE RESTRICTIONS AND REMEDIES SET FORTH IN THESE SECTIONS ARE FAIR AND

REASONABLE AND ARE REASONABLY REQUIRED FOR THE PROTECTION OF THE INTERESTS OF COMPANY OR COMPANY'S CLIENTS.

13. Severability and Enforceability.

a. The provisions of this Agreement shall be deemed severable, and the invalidity or unenforceability of any one or more of the provisions hereof shall not affect the validity and enforceability of the other provisions.

b. In the event that any provision relating to time periods and/or geographical areas of restriction shall be determined in any judicial or administrative proceeding to exceed the maximum time period or geographical scope as such court or administrative agency deems reasonable and enforceable, then such time periods and/or geographical restrictions shall be the maximum time period and/or areas which such court administrative agency deems reasonable and enforceable.

14. Assignment. This Agreement shall be binding upon, and shall inure to the benefit of Company, and its respective heirs, personal and legal representatives, successors and assigns. This Agreement shall not be assigned by Contractor.

15. Governing Law/Forum Selection. This Agreement shall be governed the laws of the State of Maryland without regard to its choice of law/conflicts of law provisions. Any dispute arising out of or relating to this Agreement, Contractor's employment or the termination of that employment shall be brought exclusively in the courts of the State of Maryland or the United States District Court for the District of Maryland. The parties hereto waive all objections to venue and jurisdiction.

16. Waiver of Trial by Jury. EACH PARTY EXPRESSLY WAIVES THEIR RIGHT TO TRIAL BY JURY WITH RESPECT TO ANY MATTER OR CLAIM THAT MAY ARISE OUT OF THIS AGREEMENT.

17. Non-Disparagement. Contractor agrees during the term of this Agreement and after his or her employment terminates for any reason, not to disparage the Company, nor will Contractor do anything that could reasonably be expected to in any way injure the business or reputation of Company, or any of its Clients. For purposes of this Section, "disparage" shall mean any negative statement, whether written or oral, about Company and its Clients.

18. Indemnification. Contractor shall indemnify, defend and hold Company and Company's Clients, and their officers, directors, and agents harmless from and against all claims, suits, demands, actions proceedings, awards, judgments, penalties, damages, losses, liabilities, costs, and expenses (including, without limitation, reasonable attorneys' fees and expert witness fees) (collectively, the "Claims") arising from or based upon, (a) any breach by Contractor of any obligation set forth in this Agreement or (b) any negligent act or omission of Contractor. The Company will promptly notify Contractor of any such Claim; provided that Company's failure to do so will not eliminate Contractor's indemnification obligations.

19. Limitation of Liability. IN NO EVENT SHALL COMPANY BE LIABLE TO CONTRACTOR FOR THE NEGLIGENCE OR WILFUL MISCONDUCT OF ANY CLIENT

OF COMPANY TO WHICH CONTRACTOR HAS BEEN ASSIGNED TO PERFORM SERVICES OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

20. Entire Agreement. This Agreement constitutes the entire agreement and understanding by and between Company and Contractor with respect to the subject matter herein, supersedes all prior and contemporaneous agreements between the parties, and no representations, promises, agreements, or understandings, written or oral, not herein contained shall be of any force or effect. Except as provided herein, no change or modification hereof shall be valid or binding unless the same is in writing and signed by the party intended to be bound. Each party shall have the right to waive any provision hereof or any breach of any provision hereof, which waiver shall be in writing in order to be effective, but any such waiver shall not operate or be construed as a waiver of any other provision or any subsequent breach.

21. Headings. The headings and other captions in this Agreement are for convenience and reference only and shall not be used in interpreting, construing, or enforcing any of the provisions of this Agreement. Common nouns and pronouns will be deemed to refer to the masculine, feminine, neuter, singular, and plural, as the context may require.

22. Attorneys' Fees. In any dispute between the parties arising out of or related to this Agreement, the prevailing party shall be entitled to recover all reasonable fees, costs, and expenses of enforcing any right under or with respect to this Agreement, including, without limitation, reasonable fees and expenses of attorneys and accountants, and court costs.

23. Survival. The provisions of Sections 8-18 shall survive the termination of this Agreement for any reason.

24. Protected Activity. Contractor acknowledges and agrees that nothing in this Agreement shall in any way limit or prohibit Contractor from engaging in any Protected Activity. For purposes of this Agreement, "Protected Activity" means filing a charge or complaint with, or otherwise communicating or cooperating with or participating in any investigation or proceeding that may be conducted by any federal, state or local government agency or commission., Contractor understands and agrees that in connection with such Protected Activity, Contractor is permitted to disclose documents or other information as permitted by law, and without giving notice to, or receiving authorization from, the Company. Notwithstanding, in making any such disclosures or communications, Contractor agrees to take all reasonable precautions to prevent any unauthorized use or disclosure of any information that may constitute Confidential Information to any parties other than the Government Agencies.

25. Construction of Agreement. For purposes of interpretation, both Company and Contractor shall be deemed to be the drafters of this Agreement and this Agreement shall not be construed either for or against either Company or Contractor.

SEVEN STARS SERVICES, LLC dba SIMPALM

CONTRACTOR

Employer Signature:

Contractor Signature:



Vikram Seth

Vanessa Santos Castro

Senior Vice President

Executive Assistant

Date: July 16th, 2026

Date:

SERVICE ADDENDUM

Clause 1: Services

- 1.1 Company requests Contractor to perform Services for office located at . The Services ("Services") consist of various tasks associated with the position of Executive Assistant for 8 hours per day, working hours 9 AM – 5 PM CST (Flexibility as per client approval).

This Addendum is made a part of the Contractor Agreement entered between Seven Stars Services, LLC, doing business as Simpalm ("Company"), and Vanessa Santos Castro ("Contractor"), on .