



Reimagine Resources, LLC Independent Contractor Agreement

This Independent Contractor Agreement (the “Agreement”) is made and entered into as of _____ (the “Effective Date”), by and between Reimagine Resources, LLC, a Missouri limited liability company located at 781 Rudder Road, Fenton, MO 63026, together with its parents, subsidiaries, affiliates, related entities, successors, and assigns (collectively, the “Company”), and _____ (“Contractor”).

1. Engagement

1.1 The Company hereby engages Contractor to perform the services described in one or more statements of work, work orders, project schedules, purchase orders, written scopes, email authorizations, or other written assignments referencing this Agreement (collectively, the “Services”), and Contractor accepts such engagement subject to the terms of this Agreement.

1.2 Contractor may provide Services relating to the Company’s business, including without limitation sales support, sourcing, procurement, project coordination, asset management, warranty support, delivery coordination, installation, maintenance, repair, logistics coordination, service operations, administrative support, customer support, reporting, and related commercial fitness or facility-services work as authorized by the Company.

1.3 This Agreement is a master services agreement. Individual projects, scopes, rates, deliverables, timelines, territories, and special requirements may be set forth in separate written documents that incorporate this Agreement.

2. Independent Contractor Relationship



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2.1 Contractor is and shall remain an independent contractor and not an employee, partner, joint venturer, franchisee, broker, agent with authority to bind, or legal representative of the Company, except to the limited extent expressly authorized in writing.

2.2 Contractor is solely responsible for the manner and means of performing the Services, subject to the Company's project requirements, customer requirements, safety requirements, site rules, deliverable requirements, quality standards, confidentiality requirements, and deadlines. [file:34]

2.3 Nothing in this Agreement shall be construed to create any obligation on the Company to provide employee benefits, paid leave, unemployment benefits, workers' compensation benefits for Contractor except as may be required by law, retirement benefits, or tax withholding for Contractor.

2.4 Contractor shall not hold itself out as an employee of the Company and shall not make representations inconsistent with Contractor's independent status. [file:34]

3. Services, Standards, and Compliance

3.1 Contractor shall perform the Services in a professional, timely, safe, and workmanlike manner, consistent with industry standards, customer requirements, manufacturer requirements where applicable, and all applicable federal, state, and local laws, codes, ordinances, and regulations.

3.2 Contractor shall maintain all licenses, registrations, permits, certifications, training, and qualifications required to perform the Services legally and safely in each jurisdiction where the Services are performed.

3.3 Contractor shall comply with all applicable site rules, safety rules, access requirements, background-check requirements, confidentiality requirements, and customer or facility protocols communicated by the Company or the applicable site.



3.4 Contractor shall provide all labor, supervision, tools, devices, equipment, transportation, communications, software, and materials necessary to perform the Services unless a written scope expressly states otherwise.

4. Payment

4.1 The Company shall pay Contractor the fees, rates, commissions, milestone amounts, project amounts, hourly amounts, or other compensation specified in the applicable written scope or other approved writing.

4.2 Unless otherwise agreed in writing, Contractor shall submit invoices in reasonable detail, including dates of service, locations, project references, units, hours where applicable, expenses if reimbursable, and supporting documentation reasonably requested by the Company.

4.3 The Company may withhold disputed amounts in good faith pending review and resolution. Payment of an invoice shall not constitute acceptance of defective or incomplete Services.

4.4 Except to the extent a written scope expressly provides otherwise, Contractor is responsible for all expenses incurred in performing the Services, including labor costs, taxes, equipment, insurance, travel, lodging, communication costs, administrative costs, and overhead.

5. Taxes and Contractor Personnel

5.1 Contractor is solely responsible for all federal, state, and local taxes arising from payments made under this Agreement, including income taxes, self-employment taxes, payroll taxes, unemployment taxes, and all related reporting obligations.



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5.2 Contractor is solely responsible for compensation, payroll, supervision, classification, direction, discipline, tax withholding, and benefits for Contractor's employees, personnel, agents, and approved subcontractors.

5.3 Contractor shall, upon request, provide reasonable proof of good standing, tax identification information, or other lawful documentation reasonably necessary for the Company's compliance and payment administration.

6. Insurance and Risk Allocation

6.1 Contractor shall maintain, at Contractor's expense, all insurance reasonably appropriate for the Services and required by law, which may include commercial general liability, automobile liability, workers' compensation, employer's liability, professional liability, cyber liability, inland marine, tools and equipment, or umbrella coverage, depending on the Services performed.

6.2 Upon request, Contractor shall provide certificates of insurance and, where requested in writing, endorsements reasonably evidencing required coverage.

6.3 Contractor shall be responsible for damage, loss, injury, claims, or liabilities arising out of Contractor's acts, omissions, negligence, willful misconduct, breach of this Agreement, or the acts or omissions of Contractor's employees, personnel, agents, or approved subcontractors.

6.4 Contractor shall, at Contractor's sole cost and expense, maintain and keep in full force all insurance required by law and reasonably appropriate for the Services, including, without limitation, automobile liability insurance for any owned, hired, leased, rented, or personal vehicles used in connection with the Services, workers' compensation insurance to the extent required by applicable law, and commercial general liability insurance. Contractor acknowledges and agrees that obtaining and maintaining such insurance is solely Contractor's responsibility and not the responsibility of Reimagine Resources, LLC. Upon request, Contractor shall provide the Company



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with certificates of insurance or other reasonable proof of coverage before beginning Services and at any time during the term of the Agreement.

7. Background Checks, Screening, and Access

7.1 If the Services involve customer sites, schools, healthcare facilities, government sites, multifamily communities, hospitality facilities, or other locations with access restrictions, Contractor shall comply with any lawful screening, onboarding, badging, identification, or background-check requirements applicable to the project.

7.2 Contractor shall ensure that all personnel assigned to a project are qualified, properly identified where required, and fit to perform the assigned work.

7.3 The Company may remove or require replacement of any assigned personnel for legitimate business, safety, customer, compliance, or conduct reasons, subject to applicable law and contract terms.

8. Confidentiality, Trade Secrets, and Data Security

8.1 Contractor shall hold all Confidential Information and Trade Secrets of the Company in strict confidence during the relationship and at all times thereafter.

8.2 “Confidential Information” includes all non-public information relating to the Company or its customers, prospects, vendors, manufacturers, partners, referrals, projects, pricing, margins, costs, quoting methods, commissions, compensation structures, service histories, workflow methods, installation methods, maintenance methods, repair methods, warranty methods, asset-management methods, project-management methods, logistics methods, software systems, databases, playbooks, training content, strategic plans, expansion plans, territory plans, and internal business information, whether or not marked confidential.



8.3 Contractor shall not disclose, use, copy, retain, remove, transfer, upload, download, summarize, exploit, or permit access to Confidential Information except as strictly necessary to perform authorized Services for the Company or as expressly authorized in writing by the Company.

8.4 Contractor shall not use Company information for Contractor's own benefit or for the benefit of any third party.

8.5 Contractor shall use commercially reasonable administrative, technical, and physical safeguards to protect Company information and shall immediately report any known or suspected unauthorized access, compromise, loss, theft, disclosure, or security incident involving Company information or systems.

8.6 Contractor shall not input or upload Company Confidential Information into artificial intelligence tools, public platforms, or unapproved third-party software systems except as expressly authorized in writing by the Company.

8.7 Nothing in this Agreement prohibits disclosures or activity protected by law, including reporting possible legal violations, participating in government investigations, or making other truthful statements protected by law.

9. Company Property; Return; Deletion

9.1 All Company property and all materials containing, reflecting, derived from, or incorporating Company Confidential Information shall remain the sole and exclusive property of the Company.

9.2 Upon request, completion of Services, suspension of access, or termination of this Agreement for any reason, Contractor shall promptly return all Company property and permanently delete or surrender, as directed by the Company and to the extent permitted by law, all Company information



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in Contractor's possession, custody, or control, including originals and copies in paper, digital, photographic, text, email, messaging, cloud, removable media, backup, and other forms.

9.3 Upon request, Contractor shall certify in writing that Contractor has fully complied with this Section.

10. Intellectual Property; Work Product; License Back

10.1 To the fullest extent permitted by law, all work product, deliverables, reports, manuals, templates, processes, forms, photographs, videos, software configurations, data compilations, analyses, proposals, designs, training materials, and other materials conceived, authored, created, developed, or delivered by Contractor alone or with others in connection with the Services, using Company resources, or relating to the Company's actual or anticipated business shall be works made for hire where legally permitted and shall otherwise be the sole and exclusive property of the Company.

10.2 Contractor hereby irrevocably assigns to the Company all right, title, and interest in and to such work product and all related intellectual property and proprietary rights throughout the world.

10.3 Contractor shall execute documents and take actions reasonably requested by the Company to confirm, perfect, enforce, or defend the Company's ownership rights.

10.4 To the extent Contractor incorporates pre-existing Contractor materials into a deliverable and such materials cannot legally or practically be assigned, Contractor grants the Company a perpetual, irrevocable, worldwide, transferable, sublicensable, royalty-free license to use, reproduce, modify, adapt, distribute, display, perform, and otherwise exploit such incorporated materials as part of or in connection with the deliverable.

11. Non-Solicitation and Non-Circumvention



11.1 During the term of this Agreement and for twelve (12) months thereafter, Contractor shall not knowingly use Company Confidential Information to solicit, divert, take away, service outside the Company relationship, or accept business that directly circumvents the Company from any customer, prospect, referral source, or active business opportunity of the Company with whom Contractor had direct contact, material involvement, or knowledge through the Services.

11.2 During the term of this Agreement and for twelve (12) months thereafter, Contractor shall not knowingly solicit for hire or engagement any employee, contractor, or service provider of the Company with whom Contractor worked or about whom Contractor learned material non-public information through the Services.

11.3 The parties intend this Section to protect relationships and confidential business opportunities and not to create a blanket post-employment or post-engagement non-compete.

12. Subcontracting and Delegation

12.1 Contractor shall not subcontract, delegate, assign, or transfer performance of any material portion of the Services without the Company's prior written consent, which may be granted, denied, or conditioned in the Company's reasonable discretion.

12.2 If the Company permits subcontracting, Contractor shall remain fully responsible for all acts, omissions, payment obligations, compliance obligations, confidentiality obligations, data-security obligations, and work quality of all subcontractors and personnel.

12.3 Contractor shall ensure that each approved subcontractor is bound by written obligations at least as protective of the Company as this Agreement.

13. Representations and Warranties



13.1 Contractor represents and warrants that Contractor has full power and authority to enter into and perform this Agreement.

13.2 Contractor represents and warrants that performance of the Services will not violate any law, regulation, order, or contractual obligation binding on Contractor.

13.3 Contractor represents and warrants that Contractor will not use or disclose any confidential, proprietary, or trade secret information of any former employer, client, vendor, manufacturer, or other third party except as lawfully authorized.

13.4 Contractor represents and warrants that the Services and deliverables will be original to Contractor or lawfully used, and will not knowingly infringe the intellectual-property or proprietary rights of any third party.

14. Indemnification

14.1 Contractor shall defend, indemnify, and hold harmless the Company and its affiliates, and their respective owners, managers, officers, employees, and agents, from and against third-party claims, losses, damages, liabilities, judgments, penalties, costs, and expenses, including reasonable attorneys' fees to the extent recoverable, arising out of or relating to: (a) Contractor's breach of this Agreement; (b) Contractor's negligence or willful misconduct; (c) injury to persons or damage to property caused by Contractor or Contractor personnel; (d) Contractor's tax, employment, wage, hour, classification, or benefits obligations; or (e) claims that Contractor's services or deliverables infringe the rights of a third party.

15. Term and Termination



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15.1 This Agreement begins on the Effective Date and continues until terminated in accordance with this Section.

15.2 Either party may terminate this Agreement for convenience upon written notice of _____ days, unless a project-specific writing states otherwise.

15.3 Either party may terminate immediately for material breach if the breach is not cured within any applicable written cure period, or immediately without cure in the event of fraud, unlawful conduct, serious misconduct, safety violations, confidentiality breach, data-security incident, or conduct likely to expose the Company or a customer to harm or liability.

15.4 Termination of this Agreement does not relieve either party of obligations accrued before termination, including payment obligations for properly performed Services and obligations that by their nature should survive.

16. Compliance With Law; Nationwide Use

16.1 This Agreement is intended for use with Contractors performing services in multiple states across the United States.

16.2 Contractor shall comply with all laws applicable to the Services and to Contractor's business, including licensing, tax, wage, safety, privacy, data-security, consumer-protection, transportation, and employment-related laws, to the extent applicable.

16.3 If any provision of this Agreement is limited, prohibited, or made unenforceable by the mandatory law of a particular state or locality, that provision shall be interpreted, narrowed, or applied only to the minimum extent required in that jurisdiction while preserving the maximum lawful protection available to the Company.



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17. Governing Law; Venue

17.1 Except to the extent prohibited by mandatory local law, this Agreement shall be governed by the laws of the State of Missouri, without regard to conflict-of-law principles.

17.2 Except to the extent prohibited by mandatory local law, any action arising out of or relating to this Agreement may be brought in any state or federal court located in or serving St. Louis County, Missouri, and the parties consent to personal jurisdiction and venue there.

18. Miscellaneous

18.1 This Agreement, together with any statement of work, purchase order, work order, rate sheet, project schedule, confidentiality agreement, or other signed or accepted writing expressly incorporated by reference, constitutes the entire agreement between the parties concerning the subject matter addressed herein and supersedes prior understandings on that subject.

18.2 No amendment to this Agreement shall be effective unless in writing and signed by both parties, except that project-specific scopes or assignments may be added by authorized written approval referencing this Agreement.

18.3 If any provision of this Agreement is held invalid or unenforceable, the remainder of the Agreement shall remain in full force and effect, and the invalid provision shall be construed or narrowed only to the minimum extent necessary to make it enforceable.

18.4 Notices under this Agreement shall be in writing and delivered by personal delivery, nationally recognized overnight courier, certified mail, or email to the addresses most recently designated by the parties.



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18.5 This Agreement may be executed in counterparts and by electronic signature, each of which shall be deemed an original.

18.6 The following provisions survive termination or expiration: payment obligations accrued before termination, confidentiality, return/deletion, intellectual property, indemnification, dispute provisions, and all other provisions that by their nature should survive.

19. Signatures

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

REIMAGINE RESOURCES, LLC

By: _____

Date: _____

Name: Juliana Scheidhauer

Title: Founder & CEO

CONTRACTOR

Signature: _____

Printed Name: _____



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Entity Name (if applicable): _____

Title/Role (if applicable): _____

Address: _____

State of Residence / Principal Place of Business: _____

Email: _____

Date: _____