



1099 - SERVICE AGREEMENT

This agreement, made on Aug 25th, 2026, between **HireX Inc.**, Office at **1441 Broadway # 6185, 6th Floor | New York, NY 10018** (hereinafter called "HIREX") with a **Federal Tax ID: 30-0944387** and **Candidate's Legal Name** (hereinafter called "CONTRACTOR") located at **Candidate's Full Address** with a Social Security Number: XXX-XX-XXXX to fulfill a project with Our Client **Lockhead Martin**. (Hereinafter called "Client").

WHEREAS, HIREX and CONTRACTOR agree to accept the terms and conditions hereinafter provided CONTRACTOR has read and understands the restrictions and limitations placed upon him/her during and subsequent to terminating this agreement.

NOW, THEREFORE, in consideration of the mutual and several covenants herein contained the receipt and sufficiency thereof being acknowledged, THE PARTIES HERETO FREELY AND VOLUNTARILY AGREE, BY AND BETWEEN THEMSELVES, AS FOLLOWS:

1. **BENEFITS/ADMINISTRATION:** HIREX agrees to compensate CONTRACTOR according to Appendix A as per CLIENT approved billable hour. The CONTRACTOR will submit an invoice to HIREX for CLIENT approved billable hours once every month. Because CONTRACTOR is engaged in CONTRACTOR's own independently established business, CONTRACTOR is not eligible for, and shall not participate in, any employee pension, health, or other fringe benefit plan of HIREX. HIREX shall be responsible for the handling of all administrative matters relating to this project including CLIENT billing. CLIENT interface (administrative) and Contractor's compensation.

2. **COMPENSATION:** The contractor shall be compensated only for the hours that the contractor has reported for work and expenses approved by the client. The contractor shall not be entitled for benefits, vacation pay, sick leave pay or any other form of compensation. As the contractor has willfully chosen to be an Independent contractor he will be responsible for all the applicable taxes and he will not claim any unemployment benefit on completion of the said assignment. The company will not be liable for any tax deductions or filing related to services performed by the contractor. If the company is not paid in whole or in part by Client, then immediately upon written demand, the contractor must return the advance for any hours client has failed to pay the company. If the client terminates the services of the contractor within first two weeks or ten working days from the date of joining due to lack of performance or under performance, the client and the company would not be liable to pay for the same (Payment Terms will be applicable as mentioned in Exhibit – A)

3. **SCOPE/DIRECTION:** The contractor shall perform services for HIREX as described in Appendix A.

The entire direction, scope, control, and interpretation of any systems work to be performed by CONTRACTOR shall be made exclusively by CLIENT. CLIENT shall provide the facilities and services necessary to the successful completion of this effort.

4. **TERMINATION:** This agreement may be terminated by either party without cause by giving Fifteen (15) days written notice to the other. The parties shall deal with each other in good faith during the Fifteen (15) day period after any notice of intent to terminate without cause has been given. Such termination shall not prejudice and remedy which either party may have against the other either at law, in equity or under this agreement. With reasonable cause, either party may terminate this agreement effective immediately upon the giving of written notice of termination for cause. Reasonable cause shall

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include: material violation of this agreement and/or any act exposing the other party to liability to others for personal injury or property damage.

5. **TIME SHEETS:** CONTRACTOR shall complete **HIREX** project time sheets at the conclusion of each week and fax/email his/her hours into **HIREX's** office or send email to timesheets@hirexcorp.com . The payment terms will be specified in Appendix A.

6. **EXPENSES:** The advancement or reimbursement for expenses shall be agreed on between the parties prior to the commencement of any work. Unless otherwise agreed, CONTRACTOR shall assume full responsibility for any and all expenses associated with the project. In the event that expenses are determined to be the responsibility of either HIREX or CLIENT, payments shall be made according to the payer's published or oral reimbursement policy.

7. **USE OF TIME:** CONTRACTOR shall devote as much of his/her productive time, ability and attention to CLIENT as required by CLIENT during the term of this agreement. Contractor shall not directly or indirectly render any services of a business, commercial or professional nature to any other person(s), firm(s) or organization(s) whether for compensation or otherwise, without the prior written approval of CLIENT and HIREX.

8. **CONFIDENTIALITY/NON-COMPETE:** CONTRACTOR covenants and agrees as follows.

8.1-**CONTRACTOR** shall not directly or indirectly, within existing or future marketing areas, enter into or engage generally in competition with CLIENT in the business of developing computer programs or systems, either as an individual, partner, joint venture or as an employee, agent officer, director, shareholder of a firm or corporation, or otherwise for a period of one year following the date of the termination of this agreement.

8.2- During this agreement and for a period of one year after its termination, CONTRACTOR shall not either directly or indirectly call on, solicit, work for, work with or be employed by CLIENT or any other company doing business with HIREX that CONTRACTOR has been made aware of as a result of this agreement directly or indirectly without the written consent of HIREX. The term "doing business with HIREX" for purposes of this section 8.2 shall mean any person, firm or entity that has done or will be doing business with HIREX: a) during a period of six (6) months prior to the date of this agreement; or b) during the time that CONTRACTOR is performing under this agreement; or c) for a period of one year after this agreement has been terminated.

8.3- **CONTRACTOR** hereby assigns to HIREX any right, the title and interest on any invention or ideas patentable or not hereinafter made or conceived jointly with CONTRACTOR, while working on CLIENT's project, which relates in any manner to the actual or anticipated business or research and development efforts of CLIENT, as suggested by or results from any task assigned to CONTRACTOR or work performed by CONTRACTOR for or on behalf of CLIENT.

8.4- **CONTRACTOR** recognizes that any information concerning the business operation, systems, practices, computer systems products and programs (including without limitation existing and prospective customer information) of HIREX or CLIENT and any documents, letters memoranda, charts, graphs, programs, and other writings or documents of any nature made available to CONTRACTOR by HIREX or CLIENT shall constitute confidential and proprietary information. CONTRACTOR covenants that it shall use such information solely for the purpose of providing the services contemplated herein.

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CONTRACTOR further agrees that such information will be kept confidential and shall not be disclosed to anyone outside of HIREX or CLIENT without written approval by the applicable party. CONTRACTOR further covenants that it shall not copy, reproduce, sell or otherwise transfer or convey and confidential or proprietary information whatsoever without written consent of the applicable party. CONTRACTOR shall promptly return to HIREX or CLIENT whichever is the applicable party, all confidential or propriety information and other material supplied by HIREX or CLIENT pursuant to this agreement.

8.5- **CONTRACTOR** acknowledges that the breach of any of the covenants contained in this section 8 will result in irreparable harm and continuing damages to HIREX, and the HIREX's remedy at law for any such breach or threatened breach would be inadequate. Accordingly, in addition to such other remedies as may be available to HIREX at law or in equity in the event of any such breach, any court of competent jurisdiction may issue an injunction restraining CONTRACTOR from any continued breach of the contract provisions contained herein.

9. **INDEPENDENT CONTRACTOR STATUS:** CONTRACTOR shall at all times be deemed an independent sub-contractor and he/she shall do nothing to create a principal/agent or employer/employee relationship with respect to her/himself and HIREX and/or CLIENT. CONTRACTOR shall have no authority to bind or obligate HIREX or its CLIENT in any way whatsoever, or to accept services of process in their behalf.

10. **TAXES/INSURANCE:** All taxes applicable to any amounts paid by HIREX to CONTRACTOR under this agreement shall be his/her liability and neither HIREX nor its CLIENT shall withhold nor pay any amount for Federal, State or Municipal income tax, Social Security, Unemployment or Workmen's compensation. CONTRACTOR shall at his/her own expense procure and maintain comprehensive general liability and worker's compensation insurance, and provide a certificate of insurance upon HIREX's written request. CONTRACTOR hereby acknowledges his/her personal income tax liability for the self-employment tax imposed by the Internal Revenue Code, and the payment, when applicable, of estimated quarterly Internal Revenue Service forms. Upon request by HIREX, CONTRACTOR agrees that he/she will provide documentation evidencing compliance with all applicable Federal, State and Municipal income tax and/or self-employment tax laws in regard to amounts received under this agreement.

11. **INDEMNIFICATION:** To the full extent permitted by law, CONTRACTOR agrees to indemnify, defend and hold HIREX and CLIENT, along with their officers, agents and employees, harmless from and against any and all liabilities, damages, losses actions or causes of action, costs and expenses (including attorney's fees), arising out of or in any way contributed to by the actual or alleged acts and/or omissions of CONTRACTOR, its agents, employees, officers, or CONTRACTOR supplied personnel.

12. **LIQUIDATED DAMAGES:** It is agreed between the parties that no exact measure or the damage to be caused to HIREX by a breach of this contract can be determined. For the purpose of liquidating the amount of said damages, and not as a penalty, in addition to and cumulative with and not exclusive of any other rights and remedies available to HIREX, it is agreed that in case of a breach of contract by CONTRACTOR of the provisions found herein, the damages thereby cause shall be fixed, liquidated and determined, without constituting the same as an adequate remedy at law.

13. **RESERVATION OF RIGHT:** HIREX reserves the right to hold CONTRACTOR financially liable in the event CLIENT refuses payment and not sign the timesheets for services due to inadequate technical performance. If Client has signed the timesheets for Contractor's employee, HIREX will pay as per the payment terms in Appendix A.

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14. **CONCLUSION:** This agreement is the entire agreement of the parties. If any part of this agreement is held unenforceable, the rest of this agreement will nevertheless remain in full force and effect. This agreement shall be binding upon and shall insure to the benefit of the heirs, executors, legal representatives, successors and assigns of the parties. The waiver of HIREX of a breach of any provisions of this agreement by CONTRACTOR shall not operate or be construed as a waiver of any subsequent breach by CONTRACTOR. This agreement may not be modified except in writing signed by authorized representatives. This agreement shall be governed by the laws of the State of Delaware, and all actions, regardless of who brings such action, must be litigated in the State of Delaware.

By: _____

Date: Tuesday, Aug 25, 2026

Name: Ankur Singh
Title: COO
Company: HireX Inc.
Address: 1441 Broadway # 6185, 6th Floor
New York, NY 10018
TEL: (302) 298-0986
FAX: (302) 480-9131

By: _____

Date: Tuesday, Aug 25, 2026

IC Name:
Title:
Address:
TEL:
FAX:

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Appendix A

Purchase Order

- I. END-CLIENT COMPANY: Kforce / Lockheed Martin
- II. SCOPE OF RESPONSIBILITIES: DevSecops Engineer
- III. CONTRACTOR TO PERFORM SERVICES:
- IV. COMPENSATION: Contractor will be compensated at a rate of \$93 per hour on 1099 (All Inclusive – No Benefits). The Contractor Needs to Invoice bi-weekly with a signed and fully complete timesheet by client and the payment will be made in Net 15 days from the date of receipt of Approved Timesheet and Invoice.
- V. Project Duration: 4 Months
- VI. Client Location: Orlando, FL (4 days onsite Mon-Thurs, 10 hours shift)
- VII. Estimated Project Start Date:
- VIII. SIGNATURE SECTION:

By: _____
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