

INDEPENDENT CONTRACTOR AGREEMENT

This Agreement is made on May 11, 2026 between Northgate Coffee Roasters LLC, a Washington limited liability company (the "Client"), and Priya Raman, an independent contractor (the "Contractor").

1. Services

The Contractor will produce packaging artwork for 3 coffee bag sizes, a revised logo lockup, and a one-page brand sheet. Two rounds of revisions per deliverable are included. Further rounds are billed at \$95 per hour, and the Client must approve any additional hours in writing before the work starts.

2. Term

Work begins May 18, 2026. All deliverables are due by August 1, 2026. The Agreement ends when the final deliverable is accepted and paid for, unless it is ended earlier under Section 7.

3. Fees and payment

The Client will pay a fixed fee of \$7,400. A deposit of \$2,220 is due on signing. The balance of \$5,180 is due within 15 days of final delivery. Invoices unpaid after 30 days accrue interest of 1.5% per month. The Contractor pays her own expenses unless the Client approves them in writing in advance.

4. Independent contractor status

The Contractor is not an employee of the Client. The Contractor chooses her own hours, methods and place of work, may work for others, and is responsible for her own taxes. The Client provides no benefits, no insurance, and no paid leave. The Contractor is not authorised to bind the Client to anything.

5. Ownership of the work

On receipt of full payment, the Contractor assigns to the Client all copyright in the final deliverables. Until full payment is received, the Contractor retains that copyright. The Contractor keeps the rights to preliminary sketches and unused concepts, and may show the finished work in a portfolio. The Contractor keeps ownership of any tools, scripts or templates she used to make the work, and grants the Client a perpetual licence to use them as part of the deliverables.

6. Confidentiality

Each party will keep the other's non-public business information

confidential, during the Agreement and for 2 years after it ends.

7. Termination

Either party may end this Agreement with 14 days written notice. If the Client ends it, the Client pays for work completed to that date, and the deposit is not refunded once work has begun. If the Contractor ends it, she delivers the work completed to that date and refunds any part of the deposit not yet earned. Either party may end it immediately if the other materially breaches the Agreement and does not fix the breach within 10 days of written notice.

8. Warranty and indemnity

The Contractor warrants that the deliverables are her own original work and do not infringe anyone else's rights, except for licensed fonts and stock assets identified in writing at delivery. Each party will indemnify the other against third-party claims caused by its own breach of this Agreement.

9. Limitation of liability

Neither party is liable to the other for indirect or consequential losses. The Contractor's total liability under this Agreement is capped at the fees paid to her, which is \$7,400.

10. Governing law

This Agreement is governed by the laws of the State of Washington. Disputes are heard in the state or federal courts located in King County, Washington.

Northgate Coffee Roasters LLC

Signature: _____ **Date:** _____

Name: Elena Sotelo, Owner

Contractor

Signature: _____ **Date:** _____

Name: Priya Raman