

INDEPENDENT CONTRACTOR AGREEMENT

THIS INDEPENDENT CONTRACTOR AGREEMENT (the “Agreement”) is entered into as of November 1, 2026 (the “Effective Date”) by and between **READING SCHOOL DISTRICT** (the “District”), with its principal offices located at 800 Washington Street, Reading, Pennsylvania 19601 and **NYMBOL IT SOLUTIONS, INC.**, with its principal offices located at 1754 Colony Drive, Wyomissing, Pennsylvania 19610. (“Contractor”).

WITNESSETH

WHEREAS, the District seeks to retain Contractor to provided information technology services for the District; and

WHEREAS, Contractor is an independent contractor with the appropriate knowledge, skills, and expertise to provide information technology services, and desires to assist the District in the provision of such services; and

WHEREAS, the Parties have executed this Agreement as of the date appearing on the signature page herein (the “Signature Date”);

NOW, THEREFORE, in consideration of their mutual promises as stated herein, and intending to be legally bound, the Parties agree as follows:

1. **Engagement; Scope of Services; Compensation.**

1.1 **Services.** Subject to the terms and conditions set forth in this Agreement, the District hereby engages Contractor to perform information technology services including, without limitation, computer consulting, computer support, programming services, and computer hardware maintenance services (collectively the “Services”). Contractor shall provide Services pursuant to Work Assignment and Compensation Schedules (“Work Assignment and Compensation Schedules”), which shall be agreed to in writing from time to time by the Parties. Work Assignment and Compensation Schedules shall be attached hereto and incorporated into this Agreement as Exhibit A and shall be subject to all of the terms and conditions set forth in this Agreement. In the event there is a conflict between the terms of a Work Assignment and Compensation Schedule and any term of this Agreement, the terms contained in the Work Assignment and Compensation Schedule shall control.

1.2 **Compensation.** The District shall pay Contractor for the Services in accordance with the terms set forth on the applicable Work Assignment and Compensation Schedule. The Compensation Schedule may be amended by the parties from time to time during the “Term” (as defined herein) upon the mutual written agreement of the Parties in a Work Assignment Schedule or other writing. Contractor shall deliver monthly invoices to the District which specify (i) the number of hours worked by Contractor during the prior month, (ii) any reasonable and necessary expenses incurred directly by Contractor during the month in connection with the performance of Services hereunder, including, but not limited to reimbursement for mileage at the then current IRS rate, and (iii) reimbursement for repair parts obtained by Contractor and utilized on the District’s equipment. Unless otherwise set forth in the Work Assignment and Compensation Schedule, all invoices shall be paid by the District within thirty (30) days of the date that the District receives such invoice from Contractor.

2. **Term And Termination.**

2.1 **Term.** This Agreement shall commence as of the Effective Date and shall continue in effect until June 30, 2032, or as otherwise specified on Work Assignment Schedules, whichever date is later. Notwithstanding the foregoing, either Party may terminate this Agreement upon sixty (60) days written notice to the other.

2.2 **Effect of a Termination; Survival.** Contractor's obligations to the District regarding Confidentiality and Non-Disclosure (Section 4) and Intellectual Property (Section 5) will survive the expiration or termination of this Agreement. Termination or expiration of this Agreement shall not affect any rights or obligations which have accrued prior thereto.

3. **Independent Contractor.** Contractor is an independent contractor and shall not be deemed an agent or employee of the District. Neither party shall have the authority to speak for, represent or obligate the other party hereto in any way without either the express prior written consent of or written ratification by the other party. Neither party shall be liable for any tax liabilities or obligations of the other arising from the performance of this Agreement.

4. **Confidentiality and Non-Disclosure.** "Confidential Information" is any information that either Party hereto obtains in tangible form from the other Party that is designated as, or known to the receiving Party to be, confidential or proprietary. The terms and conditions of this Agreement are Confidential Information. Information communicated orally shall also be deemed to be Confidential Information. In addition, Contractor acknowledges that by the very nature of the Services it performs for the District, it may become aware of the District's Confidential Information. Contractor agrees that all such information shall be used by Contractor only to perform the Services, and for no other purpose. Each Party agrees to receive and maintain all Confidential Information in strictest confidence using, at a minimum, reasonable care and, except as provided herein, shall not use Confidential Information for such Party's own benefit or disclose it to third parties without the prior written consent of the other Party. The obligations of the parties under this Section 5 shall survive the expiration or termination of this Agreement and shall be binding on the Parties and their successors and assigns. Notwithstanding the foregoing, neither Party shall have any obligations under this Agreement with respect to information which (i) is already known to the receiving Party (as evidenced by the receiving Party's prior written records) or is publicly available at the time of disclosure; (ii) is disclosed to the receiving Party by a third party, unless the receiving Party is aware that the third party is subject to an obligation of confidentiality with respect to such information; (iii) becomes publicly available after disclosure through no act of the receiving Party; or (iv) is independently developed by the receiving Party without breach of this Agreement. Notwithstanding the foregoing restrictions, the District or Contractor may use and disclose any information (i) to the extent required by an order of any court or other governmental authority, or (ii) as necessary for such Party to protect its interest in this Agreement, but in each case only after each Party has been so notified and has had the opportunity to obtain reasonable protection for such information in connection with such disclosure.

5. **Intellectual Property Rights.**

(a) With respect to any data or system discovered, developed, learned, created, produced, provided or delivered by Contractor, alone or in combination with any contractor or employee of the District, that pertains in any way to the Services (collectively, "Contractor's Work Product"), Contractor agrees to and does hereby grant to the District a royalty-free, non-exclusive and irrevocable

license throughout the world to use, translate, reproduce, deliver, perform, and dispose of, Contractor's Work Product. Notwithstanding the foregoing, the District may disclose or publish such Contractor's Work Product to any employee or independent contractor who is engaged by the District to provide information technology services, provided that such employee or independent contractor shall be subject to the provisions of confidentiality and non-disclosure with regard to Contractor's Work Product as set forth in paragraphs 4 and 5 herein.

(b) With respect to data not prepared or originated in the performance of the Services, but which is delivered to the District or incorporated in the Services, Contractor agrees to and does hereby grant to the District a royalty-free, non-exclusive and irrevocable license throughout the world to use, translate, reproduce, deliver, perform, and dispose of, all such data. Notwithstanding the foregoing, the District may disclose or publish such data to any employee or independent contractor who is engaged by the District to provide information technology services, provided that such employee or independent contractor shall be subject to the provisions of confidentiality and non-disclosure with regard to Contractor's Work Product as set forth in paragraphs 4 and 5 herein.

(c) Contractor shall not include in any data delivered to the District or incorporated in the Services, without the written approval of the District, any data or material which is or will be copyrighted by Contractor or others unless Contractor provides the District with the written permission of the copyright owner for the District to use such copyrighted material in the manner provided in paragraph 5(b) hereof.

(d) Contractor agrees that it is not entitled to any additional or special compensation or reimbursement regarding any ideas, designs, concepts, writings, discoveries, inventions, improvements, processes, procedures, techniques, or developments that are deemed to be licensed to the District by the terms of this Agreement.

6. **Insurance.** During the Term of this Agreement, Contractor shall maintain (i) worker's compensation insurance as prescribed by the Commonwealth of Pennsylvania; (ii) employer's liability insurance with limits of at least Five Hundred Thousand Dollars (\$500,000) per occurrence; (iii) if an automobile is used in connection with the Services, comprehensive automobile liability insurance with a combined single limit per occurrence of at least Five Hundred Thousand Dollars (\$500,000) for bodily injury and property damage; and (iv) comprehensive general liability insurance with a combined single limit per occurrence of at least Five Hundred Thousand Dollars (\$500,000). Contractor shall provide evidence of the foregoing coverage to the District within fifteen (15) days of the Signature Date. Contractor's certificate(s) of insurance must name the District as an additional insured and Contractor agrees to notify the District at least thirty (30) days prior to the cancellation of any such insurance.

7. **Indemnity.**

(a) Contractor agrees to indemnify, defend and hold the District harmless from and against any liability arising out of or in connection with (i) the negligent or willful acts of Contractor in the performance of its obligations hereunder, or (ii) the breach by Contractor of any of its obligations hereunder. Notwithstanding the foregoing, in no event shall Contractor be required to indemnify, defend and hold harmless the District from and against any amount of liability in excess of five hundred thousand dollars (\$500,000).

(b) The District agrees to indemnify, defend and hold Contractor harmless from and against any liability arising out of or in connection with (i) the negligent or willful acts of the District in the performance of its obligations hereunder, or (ii) the breach by the District of any of its obligations

hereunder. Notwithstanding the foregoing, in no event shall the District be required to indemnify, defend and hold harmless Contractor from and against any amount of liability in excess of five hundred thousand dollars (\$500,000).

8. **Representations and Warranties.**

(a) Contractor represents that Contractor possesses the training, skills and expertise necessary to perform the Services in a competent and professional manner. Contractor agrees to provide the Services in a professional manner, using that degree of care and skill ordinarily exercised by and consistent with the standards of competent service providers performing comparable services in the same or similar locality. Contractor warrants that it shall not knowingly provide Services that violate or infringe upon any third party's intellectual property rights. If Contractor becomes aware of any such possible infringement in the course of performing the Services under this Agreement, Contractor shall immediately notify the District in writing.

(b) Each party represents to the other Party that such Party has the power and authority to enter into this Agreement and that such Party is not a Party to any restrictions, agreements or understandings whatsoever which would prevent or make unlawful such party's acceptance of the terms set forth in this Agreement or such Party's performance hereunder. Each Party further represents that such Party's acceptance of the terms of this Agreement and the performance of such Party's obligations hereunder do not and will not (with the passage of time) conflict with or constitute a breach or default of any contract, agreement or understanding, oral or written, to which such Party is a Party or by which such Party is bound.

9. **Nonsolicitation.** During the Term and for a period of one hundred eighty (180) days after the expiration or termination of this Agreement for any reason, the District shall not directly or indirectly recruit or hire any employee or representative of or subcontractor to Contractor, without the express written consent of Contractor. This obligation of nonsolicitation by the District applies to any person employed by the Contractor or who was a representative of or subcontractor to the Contractor at any time during the Term of this Agreement.

10. **Termination.**

(a) The District may immediately terminate this Agreement if (i) Contractor commits any act of fraud, misappropriation or personal dishonesty intended to result in the substantial personal enrichment of Contractor at the expense of the District, or (ii) Contractor is convicted of or enters a plea of nolo contendere to any felony or any misdemeanor involving moral turpitude.

(b) Each Party has the right to terminate this Agreement if the other party materially breaches or is in default of any obligation hereunder, when the default is incapable of being cured or when, being capable of cure, has not been cured within thirty (30) days after receipt of written notice of such default (or such additional cure period as the non-defaulting Party may approve).

(c) Either Party may immediately terminate this Agreement by written notice to the other if the other Party becomes insolvent, makes a general assignment for the benefit of creditors, files a voluntary petition of bankruptcy, suffers or permits the appointment of the receiver for its business or assets, or becomes subject to any proceeding under any bankruptcy or insolvency law, whether domestic or foreign, dissolved or liquidated, voluntarily or otherwise. Upon the occurrence of any of the above events, immediate notice of such event shall be given to the non-defaulting Party by the Party so affected.

11. **Choice Of Law And Venue.** This Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Pennsylvania, without regard to its principles of conflicts of law. Any dispute arising from, relating to, or otherwise concerning this Agreement, shall be brought only in the Court of Common Pleas of Berks County, Pennsylvania. The Parties consent to the exclusive jurisdiction of the Berks County Court of Common Pleas.

12. **Notice.** Any notice required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been sufficiently given for all purposes when presented personally to such Party or sent by certified or registered mail, return receipt requested, to such party at its address set forth below:

If to the District: Reading School District
800 Washington Street
Reading, PA 19601
Attention: Jesse Leisawitz

With a copy to: McNees Wallace & Nurick, LLC
38 North 6th Street
Reading, PA 19601
Attention: John J. Miravich, Esquire

If to Contractor: Nymbol IT Solutions, Inc.
1754 Colony Drive
Wyomissing, PA 19610
Attention: Jeff Haas

13. **Execution and Counterparts.** This Agreement may be executed in two or more counterparts, each of which, when executed by the Parties, shall be considered to constitute one instrument. Facsimile signatures and/or electronically submitted signatures shall be deemed originals.

14. **Severability.** If any one provision of this Agreement shall be declared void or invalid by a court of competent jurisdiction, such void or invalid provisions shall not in any way impair the whole Agreement; the remaining provisions shall be construed as if not containing the provisions.

15. **No Recitals.** Each Party agrees and understands that all of the terms of this Agreement are contractual and not merely recitals.

16. **No Reliance.** In entering into this Agreement, the Parties acknowledge that they have not relied on any promise, agreement, representation or statement, whether oral or written, that is not expressly set forth in this Agreement.

17. **Headings.** Headings contained in this Agreement are for reference only and shall not in any way affect the meaning or interpretation of this Agreement.

18. **Mutual Negotiation.** Each and every provision of this Agreement has been mutually negotiated, prepared and drafted and in connection with the construction of any provision hereof, no consideration shall be given to the issue of which Party actually prepared, drafted or negotiated any provision of this Agreement or its deletion.

19. **No Modifications.** This Agreement may not be amended or modified except in a writing signed by all Parties.

20. **Integration Clause.** This Agreement is an integrated agreement containing all of the terms agreed upon by the Parties with respect to the subject matter of this Agreement. Except as may be expressly provided herein, this Agreement supersedes all prior and contemporaneous oral and written statements, representations, and agreements concerning the subject matter of this Agreement, and it may not be amended except by a writing executed by the Parties.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the signature date of November 1, 2026.

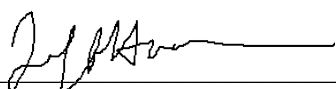
READING SCHOOL DISTRICT

By: _____

Name: _____

Title: _____

NYMBOL IT SOLUTIONS, INC.

By:  _____

Name: Jeff A. Haas

Title: President