

My Density Matters Independent Contractor Agreement

This “Agreement” is made between **My Density Matters, LLC**, with an address at 23450 Newhaven Drive, Hawthorn Woods, IL 60047 and persons agreeing per this form of the name, address, city, and state provided for the dates specified.

WHEREAS:

Subject to the terms and conditions set forth below, My Density Matters desires to engage Contractor/Consultant (here on to be called ‘Contractor’) to perform on My Density Matters’ behalf, as an independent contractor, certain services, as set forth in this Agreement and separate Scope of Work.

Engagement and Services

Contractor agrees to render to My Density Matters request from time to time during the term of this Agreement, services (“Services”) in the capacity of independent contractor, which Services are more specifically described and set forth in the Scope of Work, as may be amended from time to time.

The Services rendered shall be independent, professional Services. Such Services shall be rendered to the best of Contractor’s ability, within the scope of Contractor’s experience and expertise, will maintain a high level of client satisfaction, and will be in compliance with applicable laws and applicable industry standards and requirements. During the term of this Agreement, Contractor shall provide such Services at such time and place and in such manner as Contractor reasonably determines in his best judgment to be required to properly administer and resolve the particular matter or matters at hand subject to the review and final approval of Company.

Independent Contractor

Pursuant to this Agreement, My Density Matters and Contractor intend to enter a relationship with the following terms:

No Employment Relationship

The parties confirm and agree that no employment relationship is intended nor will be created by provision of Services contemplated by this Agreement. Contractor and any of its employees or subcontractors in performing the Services shall act solely as independent contractors and shall under no circumstances be treated as or deemed to be employees of My Density Matters. Nothing in this Agreement shall be construed to create a partnership agency, joint venture, or employer-employee relationship as between My Density Matters and Contractor or as between My Density Matters and Contractor's employees or subcontractors.

Deduction of Taxes/Withholding

Contractor understands and agrees that My Density Matters is not obligated nor responsible to deduct any taxes which may be imposed by any governmental authority from the fees stated, but that any such obligations are the sole responsibility of Contractor or Contractor's employees or subcontractors.

Method, Means, and Manner of Performance

The Contractor shall solely determine the method, means, and manner of performing Services under this Agreement. Contractor, in its sole discretion, shall direct, in all respects, its performance as an independent consultant.

Employees and Subcontractors

Contractor shall, at its own expense, employ all clerical help and other employees and/or subcontractors necessary for the performance of this Agreement. My Density Matters shall not be responsible for the wages and expenses, employment taxes (federal or state), social security, or insurance of Contractor's employees or subcontractors.

Contractor shall hold My Density Matters harmless from any liability arising from a relationship between Contractor and any of Contractor's employees or subcontractors, whether under industrial accident laws, workers' compensation laws, employment taxes, or other state or federal laws applicable to employees and employers.

Contractor shall maintain workers' compensation coverage for any employee or subcontractor whom Contractor employs in the performance of this Agreement. Contractor shall be solely responsible for the direction and control of its employees or subcontractors, including selection, hiring, firing, supervising, directing, training, setting wages, hours and working conditions, and paying and adjusting grievances of the employees or subcontractors.

In addition, Contractor represents that it will withhold state and federal taxes upon the wages paid by Contractor to Contractor's employees and Contractor will be solely responsible for all employment taxes owing to the state and federal governments on those wages.

Contractor will ensure that its employees and subcontractors have the necessary skill and experience to fulfill their obligations under this Agreement and that they adhere to the terms of this Agreement regarding confidentiality, independent contractor status, and termination. Contractor and Contractor's employees and subcontractors will not use any names or logos of My Density Matters and/or its clients without the prior written consent of My Density Matters.

No Benefits

Contractor and its employees and subcontractors shall receive no vacation or holiday pay from My Density Matters. Contractor acknowledges and agrees that a material component of the terms of compensation agreed to by these parties is that Contractor is not eligible to participate in any benefit programs that My Density Matters maintains for its employees. Accordingly, Contractor hereby waives and relinquishes any right or entitlement that Contractor might have, now or in the future, to participate, or seek to participate, in any such programs.

Guarantee/No Guarantee of Personal Services to My Density Matters

Contractor shall perform the services directly for My Density Matters under this Agreement unless otherwise agreed upon.

Expenses

Contractor, at its own expense, will provide all materials and supplies, tools, and equipment necessary and appropriate to perform the Services, including but not limited to, computers, common software productivity tools, and general business overhead expenses, including internet and cell phones unless otherwise specified outside this agreement.

Injuries

Contractor acknowledges its obligation to obtain appropriate insurance coverage for the benefit of its employees or subcontractors, if any. Contractor waives any rights to recovery from My Density Matters for any injuries that Contractor and/or its employees or subcontractors may sustain while performing services under this Agreement.

Compensation of Contractor

My Density Matters shall pay Contractor for its Project Delivery Services in accordance with the schedule and terms set forth in the Statement of work.

All Project Delivery Services hours worked will be submitted by Contractor using My Density Matters' Time and Expense process.

It will be Contractor's responsibility to pay all expenses and then submit those expenses for approval and payment unless otherwise authorized to use a My Density Matters credit

card. Contractor will maintain documentation for all expenditures and will provide the applicable receipts to My Density Matters in the form requested by My Density Matters.

My Density Matters agrees to make reasonable effort to pay all undisputed fees within 15 calendar days after the hours worked are submitted and approved.

Termination

This Agreement may be terminated by either Party, at any time, for any reason, with or without notice.

Payment Upon Termination - My Density Matters shall pay Contractor all outstanding amounts for Services rendered or expenses incurred by Contractor prior to the effective date of termination subject however to My Density Matters right of offset for any damages or expenses arising from Contractor's breach.

Laws

Contractor agrees to comply with all federal, state, and local laws, rules, and regulations pertaining to its performance under this Agreement and any violation of such by Contractor shall constitute a material breach of this Agreement.

No Power to Act on Behalf of My Density Matters

Contractor and/or Contractor's employees or subcontractors shall not have any right, power, or authority to create any obligations, express or implied, or make representation on behalf of My Density except as it may be expressly authorized from time to time by My Density Matters and then only to the extent of such authorization. Contractor and/or Contractor's employees or subcontractors will not hold itself out to any client or other on behalf of My Density Matters unless Contractor has prior approval from My Density Matters.

Liability

Contractor will be liable for all claims arising out of its activities in furtherance of its duties under this Agreement.

Security Checks

My Density Matters reserves the right to perform a prescreening /qualification verification (a security background check) with respect to Contractor and its employees and subcontractors that includes the conducting of job performance and reference checks, verification of educational degrees, and drug testing. Each Security Background Check shall also include the investigation and reporting of any and all criminal convictions, regardless of classification or jurisdiction of conviction or other criminal charges pending against such individual, during the immediately preceding seven years and an investigation of whether the individual has a history of workplace violence or sexual harassment.

Indemnification

Contractor shall indemnify and hold My Density Matters harmless from and against any and all claims, demands, loss, damage and expense (a) related to bodily injury or death of any person or damage to property resulting from the acts or omissions of Contractor, its employees or subcontractors, (b) resulting from any determination that Contractor is not an independent contractor, (c) related to claims by any employees or subcontractors of Contractor for injuries or damages, whether or not under workmen's compensation or similar acts. Contractor shall further indemnify and hold My Density Matters harmless in connection with any claim against either Contractor or My Density Matters that any work product, licensed material, or other item related to Contractor's performance of this Agreement, or use thereof by My Density Matters or Contractor's performance of Services infringes any patent, copyright, trademark, trade secret, right of privacy or publicity or other proprietary right of any third party.

Codes of Conduct and Ethics

Contractor must agree that they have read and will comply with the My Density Matters Code of Conduct and Code of Ethics.

Unemployment Compensation. The Contractor shall be solely responsible for the unemployment compensation payments on behalf of themselves and employees and personnel. The Contractor shall not be entitled to unemployment compensation in connection with the Services performed under this Agreement.

Contractor's Right to Refuse a Job

Contractor may, at its sole discretion, refuse to accept any job offered to it by My Density Matters for any reason whatsoever.

No Exclusivity/No Priority

Contractor may work for others and hold itself out to the public under its own business name in a manner consistent with the other provisions of this Agreement. Contractor shall not be required to grant priority status to S My Density Matters.

Confidentiality

For the purposes of this Agreement, "Confidential Information" shall include all information, knowledge, and data relating to the business of My Density Matters or a Client that is delivered to or learned by Contractor in the course of performing services.

Confidential Information includes but is not limited to trade secrets; financial information; formulas, plans and methods; business strategies, plans, and techniques; computer and other programs, devices, methods, techniques, and processes; research and development techniques and activities.

Contractor, its employees, and subcontractors agree not to use any such Confidential Information, except as necessary to perform its services under this Agreement and the attached Statement(s) of Work. Contractor, its employees, and subcontractors will not use any Confidential Information of My Density Matters or of its Clients in performing services for any other Client or any third party. Except as otherwise required by law, Contractor will not disclose any Confidential Information of My Density Matters or its Clients to any person other than Contractor's employees or subcontractors performing Services for My Density Matters or its Clients, and then only to the extent necessary to perform such Services. Contractor agrees, upon request by My Density Matters, to return to My Density Matters all Confidential Information of My Density Matters or its Clients, and to certify in writing that all such Information has been returned or destroyed (including any such Confidential Information that may have been recorded or stored electronically). Contractor covenants that all employees and subcontractors performing Services hereunder will be obligated to protect the confidential Information of My Density Matters and its Clients, as described above. Contractor covenants it will not infringe any copyright, trademark, trade secret, privacy, or any other right of any third party.

Unauthorized Disclosure of Information / Confidentiality After Termination

If it appears that Contractor has disclosed or has threatened to disclose "Confidential Information" in violation of this Agreement, My Density Matters shall be entitled to an injunction to restrain Contractor from disclosing, in whole or in part Confidential Information," or from providing any services to any party to whom such "Confidential Information" has been disclosed or may be disclosed. My Density Matters shall not be prohibited by this provision from pursuing other remedies, including a claim for losses and damages.

The confidentiality provisions of this Agreement shall remain in full force and effect after the termination of this Agreement.

Ownership of Pre-Existing Works and Intellectual Property

My Density Matters and Contractor shall each retain all right, title, and interest in and to all Pre-Existing Works provided by one to the other in connection with the Services set forth in any Statement of Work.

My Density Matters shall retain all rights, including all Intellectual Property rights, in the Deliverables prepared or developed by Contractor under this Agreement and/or a Statement of Work, but excluding Consultant's Pre-Existing Works.

Contractor agrees that each copyrightable element of each Deliverable will be a "work made for hire" within the meaning of the United States Copyright Act, made for the sole benefit of My Density Matters and/or its Clients.

In the event that any copyright in any Deliverable, or a part thereof, may not, by operation of law, vest in My Density Matters, then Contractor hereby conveys, transfers and assigns to My Density Matters all copyright throughout the world and without further consideration, in and to such Deliverables.

For purposes of this Agreement:

- A. "Intellectual Property" shall be defined as all intellectual property including but not limited to patents, patent applications, trademarks, trademark registrations, trademark applications (and the goodwill of the business connected to the foregoing), copyrights, copyright registrations, copyright applications, computer programs and software, inventions (whether or not patentable), processes, algorithms, methods, trade secrets and other similar proprietary information.
- B. "Pre-Existing Works" shall be defined as Intellectual Property developed by a party prior to, or outside the scope of, this Agreement.
- C. "Deliverables" shall be defined as all intermediate and final work product that is developed by Contractor and/or provided to *My Density Matters* by Contractor as part of the Services contracted under this Agreement or any Statement of Work; but specifically exclude any Contractor Pre-Existing Work included as part of the Deliverable. To the extent Deliverables contain Contractor Pre-Existing Work, and unless *My Density Matters* and Contractor agree otherwise, Contractor hereby grants to *My Density Matters* a perpetual, non-exclusive, royalty-free, worldwide, irrevocable license to use, distribute, modify, copy, and adapt the Contractor Pre-Existing Work in connection with use of the Deliverables provided hereunder.

Return of Records

Upon termination of this Agreement, Contractor shall deliver all records, notes, data, memoranda, and equipment of any nature that are in Contractor's possession or under Contractor's control and that are My Density Matters' property or My Density

Matters' Client's property or relate to My Density Matters' business or My Density Matters' Client's business.

Invalidity

In the event any provision of this Agreement shall be held to be invalid, it shall not affect the validity of the remainder of this Agreement.

Notice

Any written notice required by the terms of this Agreement shall be given either by personal delivery or by certified mail.

Entire Agreement / Amendment

This Agreement is the entire agreement between My Density Matters and Contractor (and Contractor's owners, employees, and subcontractors) and supersedes and replaces all prior and contemporaneous communications and agreements between them. This Agreement may be modified or amended if the amendment is made in writing and is signed by both parties.

Governing Law

This Agreement and any dispute thereunder shall be governed by the laws of the State of Illinois.

No Partnership

This Agreement does not create a partnership relationship between the Company and the Contractor. Unless otherwise directed, the Contractor shall have no authority to enter into contracts on the Company's behalf or represent the Company in any manner.

Severability

This Agreement shall remain in effect in the event a section or provision is unenforceable or invalid. All remaining sections and provisions shall be deemed legally binding unless a court rules that any such provision or section is invalid or unenforceable, thus, limiting the effect of another provision or section. In such case, the affected provision or section shall be enforced as so limited.

Breach Waiver

Any waiver by the Company of a breach of any section of this Agreement by the Contractor shall not operate or be construed as a waiver of any subsequent breach by the Contractor.

Limitation of Liability

NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR SPECIAL, INDIRECT, CONSEQUENTIAL, OR INCIDENTAL LOSSES OR DAMAGES OF ANY KIND OR NATURE WHATSOEVER, INCLUDING BUT NOT LIMITED TO LOST PROFITS, LOST RECORDS OR DATA, LOST SAVINGS, LOSS OF USE OF FACILITY OR EQUIPMENT, LOSS BY REASON OF FACILITY SHUT-DOWN OR NON-OPERATIONS OF INCREASED EXPENSE OF OPERATIONS, OR OTHER COSTS, CHARGES, PENALTIES, OR LIQUIDATED DAMAGES, REGARDLESS OF WHETHER ARISING FROM BREACH OF CONTRACT, WARRANTY, TORT, STRICT LIABILITY OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE OR IF SUCH LOSS COULD HAVE BEEN REASONABLY FORESEEN.

No Modification Unless in Writing

No modification of this agreement SOW shall be valid unless in writing and agreed upon by both parties.

Entire Agreement and Applicable Law

This Agreement, along with any attachments, addendums or policy statements represents the entire agreement between the parties. Therefore, this Agreement supersedes any prior agreements, promises, conditions, or understandings between the Company and the Contractor.

Acceptance

By accepting these terms of Agreement, the Contractor acknowledges that they have read, understood, and agreed to the terms outlined in this Contractor/ Consultant Agreement within the timeframe specified.