

INDEPENDENT CONTRACTOR AGREEMENT

In consideration of the mutual promises and undertakings set forth below and for other good and valuable consideration, Mauser Packaging Solutions, hereinafter referred to as "Client") and Frontline Business Resources, LLC (hereinafter "Contractor") agree to enter into this Independent Contractor Agreement (hereinafter "Agreement") and expressly covenant as follows:

- 1. Term.** This agreement is for a thirty (30) day period beginning September 18, 2019 and continuing through October 17, 2019. The agreement will automatically renew for successive thirty (30) day periods unless terminated by either of the parties with seven (7) days advance notice.
- 2. Contractor's Status.** Contractor represents, acknowledges and agrees that he is an independent contractor and is not an employee of Client. No provision of this Agreement shall be deemed to create an employment relationship between Contractor and Client.
- 3. Services.** This Agreement governs all services which Contractor may be retained to provide for Client. It is the parties' intention that Contractor is not an employee of Client and serves solely as an independent contractor. Contractor will use his/her own skill and expertise in the independent exercise of his/her business judgment in the performance of the services governed by this Agreement. Contractor has full control over the time, manner and method by which designated services are delivered to Client. Contractor may, within its own judgment and discretion, accept or reject any engagement offered by Client.
- 4. Compensation and Services.** Pursuant to this Agreement, the parties agree that Client will pay Contractor the amount of One Thousand Five Hundred Dollars (\$1,500.00) per day for each day worked on Client's behalf. A billing period consists of one calendar weeks. It is assumed that one day of service will include an average of ten (10) hours of preparation, services and travel. If Contractor works less than an average of eight (8) hours per days worked in a billing period or more than an average of 12 hours per days worked in any billing period, the overage or underage will be billed or credited to Client at the rate of One Hundred Fifty Dollars (\$150.00) at the end of the billing period. In addition, Client will reimburse Contractor for any travel expenses (airfare, hotels, meals, rental car expenses, parking, tolls and other reasonable travel-related expenses) and mileage reimbursement (at IRS rates) for any required travel. Client will also reimburse Contractor for any additional reasonable expenses incurred with Client's approval. Contractor will submit invoices for services and expenses at the end of every billing period and Client will pay the invoiced amounts within ten (10) days. Client will not deduct or withhold any amounts for FICA, unemployment fund contributions or other taxes from the fees to be paid to Contractor.

In consideration for said compensation, Contractor shall provide Human Resources Consulting and Support Services as requested by Client.

- 5. Scope of Services:** The services provided by Contractor shall only include the matters outlined in section 4 above. Any additions or modifications to the scope of services should be designated in a writing or email and specifically agreed to by Client and Contractor.
- 6. Not Legal or Tax Advice:** Contractor is not acting in any capacity as an attorney for Client. All services, opinions, documents and processes provided or recommended by Contractor are intended solely to be human resources management support and consultation and are not intended (and should not be considered by Client) as legal advice. Client should seek its own legal assistance on any matters requiring legal support or assistance. It is also agreed that Contractor is not providing any audit, review or advice on matters pertaining to taxation or tax payments, including but not limited to state and local employment-related taxes.

7. **Resolution of Disputes.** Any dispute between Client and Contractor, including any claim for breach of this Agreement, which cannot be resolved through negotiation, shall be governed by and construed in accordance with the laws of the State of Illinois.

8. **Indemnification.** Unless otherwise required by applicable law, each Party agrees to indemnify and hold harmless the other Party, and its respective affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from or arise out of any act or omission of the indemnifying party, its respective affiliates, officers, agents, employees, joint venture and their partners, and permitted successors and assigns that occurs in connection with this Agreement. This indemnification will survive the termination of this Agreement.

9. **Entire Agreement.** It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this Agreement.

10. **Severability.** In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.


CLIENT: Mauser Packaging Solutions

By: _____

Its: EV2 HR

Date: 09 / 18 / 2019

CONTRACTOR: Frontline Business Resources, LLC

By: 

Its: President

Date: September 18, 2019