

INDEPENDENT CONTRACTOR AGREEMENT

These terms serve as an Agreement between Restaurant Recon LLC (“CLIENT”) and “INDEPENDENT CONTRACTOR”. Upon digital acceptance, INDEPENDENT CONTRACTOR agrees to the following:

- 1) Terms of Employment
 - a. CLIENT holds the opinion that INDEPENDENT CONTRACTOR has the necessary qualifications, experience, and abilities to provide services to CLIENT.
 - b. INDEPENDENT CONTRACTOR is agreeable to providing such services to CLIENT on an at will basis.
 - i. At will (by CLIENT) – CLIENT may terminate contract at any time with or without just cause.
 - ii. At will (by INDEPENDENT CONTRACTOR) – INDEPENDENT CONTRACTOR may end contractual agreement at any time via formal email.
- 2) Code of Ethics
 - a. INDEPENDENT CONTRACTOR is agreeable to maintaining a professional and ethical conduct when representing CLIENT.
- 3) Tax & Insurance
 - a. INDEPENDENT CONTRACTOR is responsible for paying and complying to all local, state, federal income, social security, and other employment related tax laws. All taxable incomes incurred as a result of the performance of services under this Agreement by INDEPENDENT CONTRACTOR are expressly agreed that INDEPENDENT CONTRACTOR is acting as an independent contractor and not as an employee. Both INDEPENDENT CONTRACTOR and CLIENT acknowledge that this Agreement does not create a partnership or joint venture between them, and is exclusively a contract for service. CLIENT is not required to pay, or make any contributions to, any social security, local state, or federal tax, unemployment compensation, workers’ compensation, insurance premium, profit-sharing, pension or any other employee benefit for the INDEPENDENT CONTRACTOR.
- 4) Liability
 - a. INDEPENDENT CONTRACTOR will provide all facilities and necessary equipment for the performance of services contemplated herein, including by not limited to: transportation, telephone, and internet service.
 - b. CLIENT is not responsible for any losses, accidents, or incidentals incurred in transit of INDEPENDENT CONTRACTOR to/from a scheduled service or during the performance of said service, including but not limited to: allergic reactions, automobile accidents, and personal injury.
- 5) Non-Disclosure
 - a. Refers to any data or information relating to the CLIENT, whether business or personal, which would reasonably be considered to be private or proprietary to the CLIENT and that is not generally known and where the release of that Confidential Information could reasonably be expected to cause harm to the CLIENT. INDEPENDENT

CONTRACTOR agrees that they will not disclose, divulge, reveal, report or use, for any purpose any confidential information which the INDEPENDENT CONTRACTOR has obtained, except as authorized by the CLIENT or as required by law. The obligations of confidentiality will apply during the term of this Agreement and will survive indefinitely upon termination of this Agreement.

- b. All intellectual property and related material including any trade secrets, moral rights, goodwill, curriculum relevant registrations, or application for registration, and rights in any patent, copyright, trademark, trade dress, industrial design and trade name that is developed or produced under this Agreement, is a “work made for hire” and will be the sole property of the CLIENT. The use of the Intellectual Property by the CLIENT will not be restricted in any manner. The INDEPENDENT CONTRACTOR may not use the Intellectual Property for any purpose other than that contracted for in this Agreement except with the written consent of the CLIENT. The INDEPENDENT CONTRACTOR will be responsible for any and all damages resulting from the unauthorized use of the Intellectual Property.
- 6) Indemnification
- a. INDEPENDENT CONTRACTOR agrees to indemnify and hold harmless the CLIENT 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 of omission by INDEPENDENT CONTRACTOR that occurs in connection with this Agreement. This indemnification will survive the termination of this Agreement.