10200 NW 25TH ST., SUITE #114, DORAL, FL 33172
TEL:305-908-2999 | FAX:305-351-1798
hr@mghomecare.com | www.mghomecare.com

INDEPENDENT CONTRACTOR AGREEMENT

MG HOME CARE SERVICES, LLC

This Independent Contractor Agreement ("Agreement") is entered as of _____ by and between MG Home Care Services, LLC, with a principal place of business at 10200 NW 25th St., Suite #114, Doral, FL 33172 ("Company"), and _____ ("Contractor").

1. **Services.**
   - I. **Nature of Services.** Contractor will perform the Behavioral Analysis services, as more particularly described on Exhibit A, for Company as an Independent Contractor (the "**Services**"). The Services have been specially ordered and commissioned by Company. To the extent the Services include materials subject to copyright, Contractor agrees that the Services are done as "work made for hire" as that term is defined under U.S. copyright law, and that as a result, Company will own all copyrights in the Services. Contractor will perform such services in a diligent manner and in accordance with the schedule, if any, set forth in Exhibit A. The content, style, form and format of any work product of the Services shall be completely satisfactory to Company and shall be consistent with Company's standards Contractor hereby grants Company the right, but not the obligation, to use and to license others the right to use Contractor's name, voice, signature, photograph, likeness and biographical information in connection with and related to the Services.
   - II. **Relationship of the Parties.** Contractor is a Registered Behavior Technician (RBT) and enters into this Agreement as, and shall continue to be, an Independent Contractor. All Services shall be performed only by the Contractor. Under no circumstances shall Contractor look to Company as his/her employer, or as a partner, agent or principal. Contractor is not to be entitled to any benefits accorded to Company's Contractors, including without limitation , disability insurance, vacation or sick pay. Contractor shall be responsible for providing, at Contractor's expense, and in Contractor's name, unemployment, disability, and other insurance, as well as licenses and permits usual or necessary for conducting the Services.
   - III. **Compensation and Reimbursement.** Contractor shall be compensated and reimbursed for the Services as set forth on Exhibit B. Success of the sessions shall be determined by Company in its sole discretion, and Contractor agrees to make all revisions, additions, deletions, or alterations as requested by Company. No other fees and/or expenses will be paid to Contractor, unless such fees and/or expenses have been approved in advance by the appropriate Company executive in writing. The Contractor shall be solely responsible for any and all taxes, Social Security contributions or payments, disability insurance, unemployment taxes, and other payroll type taxes applicable to such compensation. Contractor hereby indemnifies and holds Company harmless from, any claims, losses, costs, fees, liabilities, damages or injuries suffered by Company arising out of Contractor's failure with respect to its obligations in this Section 1.3
   - IV. **Licenses**. Contractor shall pay for and maintain all professional licenses required under local law, state and federal law, and any and all continued education as required by the Behavioral Analyst Certification Board to provide competent and professional services for the Company.

2. **Protection of Company's Confidential Information.**

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I. **Confidential Information.** The Company now owns and will hereafter develop, compile and own certain proprietary techniques, trade secrets, and confidential information which have great value in its business (collectively, "**Company Information**"). Company will be disclosing Company Information to Contractor during Contractor's performance of the Services. Company Information includes not only information disclosed by Company, but also information developed or learned by Contractor during Contractor's performance of the Services. Company Information is to be broadly defined and includes all information which has or could have commercial or confidential value or other utility in the business in which Company is engaged or contemplates engaging or the unauthorized disclosure of which could be detrimental to the interests of Company, whether or not such information is identified by Company. By way of example and without limitation, Company Information includes any and all information concerning discoveries, developments, designs, improvements, inventions, formulas, software programs, processes, techniques, know-how, data, research techniques, customer and supplier lists, marketing, sales or other financial or business information, scripts, and all derivatives, information shared by clients during sessions, information relating to the client's physical, mental or emotional health, the client's health and medical records, any and all information relating to a client's family, improvements and enhancements to any of the above. Company Information also includes like third-party information, which is in Company's possession under an obligation of confidential treatment. The Contractor acknowledges and agrees that the MG Home Care Confidential Information and the Third-Party Confidential Information derives privileged information and potentially independent economic value, actual or potential from not being generally known to the public or to other persons who can obtain economic value from its disclosure or use. Such information is and has been the subject of efforts that are reasonable under the circumstances to maintain its confidentiality. Contractors understand that it is not only a violation of this agreement, but it is illegal to solicit and/or share information regarding patients/clients in the state of Florida. Contractors understand it is not only unethical, but also a violation of HIPAA, Federal law, and Florida State law to share a patient/client list with any individual outside of MG Home Care Services.

II. **Protection of Company Information.** Contractor agrees that at all times during or subsequent to the performance of the Services, Contractor will keep confidential and not divulge, communicate, or use Company Information, except for Contractor's own use during the Term of this Agreement to the extent necessary to perform the Services. Contractor further agrees not to cause the transmission, removal or transport of tangible embodiments of, or electronic files containing, Company Information from Company's principal place of business, without prior written approval of Company.

III. **Exceptions.** Contractor's obligations with respect to any portion of the Company Information as set forth above shall not apply when Contractor can document that (i) it was in the public domain at the time it was communicated to Contractor by Company; (ii) it entered the public domain subsequent to the time it was communicated to Contractor by Company through no fault of Contractor; (iii) it was in Contractor's possession free of any obligation of confidence at the time it was communicated to Contractor by Company; or (iv) it was rightfully communicated to Contractor free of any obligation of confidence subsequent to the time it was communicated to Contractor by Company.

IV. **Company Property.** All materials, including without limitation documents, drawings, drafts, notes, designs, computer media, electronic files and lists, including all additions to, deletions from, alterations of, and revisions in the foregoing (together the "**Materials**"), which are furnished to Contractor by Company or which are developed in the process of performing the Services, or embody or relate to the Services, the Company Information or the Innovations (as defined below), are the property of Company, and shall be

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returned by Contractor to Company promptly at Company's request together with any copies thereof, and in any event promptly upon expiration or termination of this Agreement for any reason. Contractor is granted no rights in or to such Materials, the Company Information or the Innovations, except as necessary to fulfill its obligations under this Agreement. Contractor shall not use or disclose the Materials, Company Information or Innovations to any third party.

3. **Prior Knowledge and Relationships.**
   - **I.** **Prior Inventions and Innovations.** Contractor has disclosed a complete list of all inventions or innovations made by Contractor prior to commencement of the Services for Company and which Contractor desires to exclude from the application of this Agreement. Contractor will disclose to Company such additional information as Company may request regarding such inventions or innovations to enable Company to assess their extent and significance. Company agrees to receive and hold all such disclosures in confidence.
4. **Assignment of Contractor's Inventions and Copyrights.**
   - **I.** **Disclosure.** Contractor will promptly disclose in writing to Company all works, products, discoveries, developments, designs, innovations, improvements, inventions, formulas, processes, techniques, know-how and data (whether or not patentable, and whether or not at a commercial stage, or registrable under copyright or similar statutes) which are authored, made, conceived, reduced to practice or learned by Contractor (either alone or jointly with others) during the period Contractor provides the Services as a result of performing the Services including any concepts, ideas, suggestions and approaches related thereto or contained therein (collectively, the "**Innovations**").
   - **II.** **Assignment.** Contractor hereby assigns and agrees to assign to Company, without royalty or any other consideration except as expressly set forth herein, all worldwide right, title and interest Contractor may have or acquire in and to (i) all Materials; (ii) all Innovations (iii) all worldwide patents, patent applications, copyrights, mask work rights, trade secrets rights and other intellectual property rights in any Innovations; and (iv) any and all "moral rights" or right of "droit moral" (collectively "**Moral Rights**"), that Contractor may have in or with respect to any Innovations. To the extent any Moral Rights are not assignable, Contractor waives, disclaims and agrees that Contractor will not enforce such Moral Rights. Contractor agrees that such assignment shall extend to all languages and including the right to make translations of the Materials and Innovations. Additionally, Contractor agrees, at no charge to Company, but at Company's sole expense, to sign and deliver to Company (either during or subsequent to Contractor's performance of the Services) such documents as Company considers desirable to evidence the assignment of all rights of Contractor, if any, described above to Company and Company's ownership of such rights and to do any lawful act and to sign and deliver to Company any document necessary to apply for, register, prosecute or enforce any patent, copyright or other right or protection relating to any Innovations in any country of the world.
   - **III.** **Power of Attorney.** Contractor hereby irrevocably designates and appoints each of Company as Contractor's agent and attorney-in-fact, to act for and in Contractor's behalf and stead, for the limited purpose of executing and filing any such document and doing all other lawfully permitted acts to further the prosecution, issuance and enforcement of patents, copyrights or other protections which employ or are based on Innovations with the same force and effect as if executed and delivered by Contractor.
   - **IV.** **Representations and Warranties**. Contractor represents and warrants to Company that (a) Contractor has full power and authority to enter into this Agreement including all rights necessary to make the foregoing assignments to Company; that in performing under the Agreement; (b) Contractor will not violate the terms

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of any agreement with any third party; and (c) the Services and any work product thereof are the original work of Contractor, do not and will not infringe upon, violate or misappropriate any patent, copyright, trade secret, trademark, contract, or any other publicity right, privacy right, or proprietary right of any third party. Contractor shall defend, indemnify and hold Company and its successors, assignees and licensees harmless from any and all claims, actions and proceedings, and the resulting losses, damages, costs and expenses (including reasonable attorneys' fees) arising from any claim, action or proceeding based upon or in any way related to Contractor's breach or alleged breach of any representation, warranty or covenant in this Agreement, and/or from the acts or omissions of

5. **Termination of Agreement.**
   - **I.** **Term.** This Agreement shall be effective from the date first listed above for the period set forth on Exhibit A, or until completion of the Services, as applicable, unless sooner terminated by either party in accordance with the terms and conditions of this Agreement ("**Term**"). This Agreement is terminable by either party at any time, with or without cause, effective after a 30-day notice to the other party. If Company exercises its right to terminate the Agreement, any obligation it may otherwise have under this Agreement shall cease immediately, except that Company shall be obligated to compensate Contractor for work performed up to the time of termination. If Contractor exercises its right to terminate the Agreement, any obligation it may otherwise have under this Agreement shall cease immediately or after the successful transfer of caseload. Additionally, this Agreement shall automatically terminate upon Contractor's death. In such event, Company shall be obligated to pay Contractor's estate or beneficiaries only the accrued but unpaid compensation and expenses due as of the date of death.
   - **II.** **Continuing Obligations of Contractor.** The provisions of Sections 1.1 (as relates to creation and ownership of copyright), 1.2, 1.3, 2, 3, 4, 5.2, and 6 shall survive expiration or termination of this Agreement for any reason.
6. **Additional Provisions.**
   - **I.** **Governing Law and Attorney's Fees.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, without regard to its choice of law principles. The parties consent to exclusive jurisdiction and venue in the federal and state courts sitting in Miami-Dade County, Florida. In any action or suit to enforce any right or remedy under this Agreement or to interpret any provision of this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees, costs and other expenses.
   - **II.** **Arbitration.** Any controversy or claim arising out of or relating to this agreement, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.
   - **III.** **Class Action Waiver.** The parties agree that each party may bring disputes against the other party only in an individual capacity, and not as a plaintiff or class member in any purported class or representative proceeding, including without limitation federal or state class actions, or class arbitrations.
   - **IV.** **Binding Effect.** This Agreement shall be binding upon, and inure to the benefit of, the successors, executors, heirs, representatives, administrators and permitted assignees of the parties hereto. Contractor shall have no right to (a) assign this Agreement, by operation of law or otherwise; or (b) subcontract or otherwise delegate the performance of the Services without Company's prior written consent which may be withheld as Company determines in its sole discretion. Any such purported assignment shall be void.

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V. **Severability.** If any provision of this Agreement shall be found invalid or unenforceable, the remainder of this Agreement shall be interpreted so as best to reasonably effect the intent of the parties.

VI. **Entire Agreement.** This Agreement, including the Exhibits, constitutes the entire understanding and agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous agreements or understandings, inducements or conditions, express or implied, written or oral, between the parties.

VII. **Injunctive Relief.** Contractor acknowledges and agrees that in the event of a breach or threatened breach of this Agreement by Contractor, Company will suffer irreparable harm and will therefore be entitled to injunctive relief to enforce this Agreement.

VIII. **Contractor's Remedy**. Contractor's remedy, if any, for any breach of this Agreement shall be solely in damages and Contractor shall look solely to Company for recover of such damages. Contractor waives and relinquishes any right Contractor may otherwise have to obtain injunctive or equitable relief against any third party with respect to any dispute arising under this Agreement. Contractor shall look solely to Company for any compensation, which may be due to Contractor hereunder.

IX. **Agency.** Contractor is not Company's agent or representative and has no authority to bind or commit Company to any agreements or other obligations.

X. **Amendment and Waivers.** Any term or provision of this Agreement may be amended, and the observance of any term of this Agreement may be waived, only by a writing signed by the party to be bound. The waiver by a party of any breach or default in performance shall not be deemed to constitute a waiver of any other or succeeding breach or default. The failure of any party to enforce any of the provisions hereof shall not be construed to be a waiver of the right of such party thereafter to enforce such provisions.

XI. **Notices.** Any notice, demand, or request with respect to this Agreement shall be in writing and shall be effective only if it is delivered by personal service, by air courier with receipt of delivery, or mailed, certified mail, return receipt requested, postage prepaid, to the address set forth above. Such communications shall be effective when they are received by the addressee; but if sent by certified mail in the manner set forth above, they shall be effective five (5) days after being deposited in the mail. Any party may change its address for such communications by giving notice to the other party in conformity with this section.

CAUTION: THIS AGREEMENT AFFECTS YOUR RIGHTS TO INNOVATIONS YOU MAKE PERFORMING YOUR SERVICES AND RESTRICTS YOUR RIGHT TO DISCLOSE OR USE COMPANY'S CONFIDENTIAL INFORMATION DURING OR SUBSEQUENT TO YOUR SERVICES.

CONTRACTOR HAS READ THIS AGREEMENT CAREFULLY AND UNDERSTANDS ITS TERMS. CONTRACTOR HAS COMPLETELY FILLED OUT EXHIBIT D TO THIS AGREEMENT

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EXHIBIT A | DESCRIPTION OF SERVICES

Term of Agreement: Agreement is at-will with MG Home Care Services, LLC. This agreement is valid from _____ thru termination. Services and/or requirements to be provided by the Contractor can be found within MG Home Care's Behavior Analysis Policies and Procedures and RBT Job description.

EXHIBIT B | PAYMENT

Compensation

Company shall pay Contractor based on the established rate on the Form **Conditional Salary Agreement.**

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INDEMNIFICATION CLAUSE:

_____ *(Contractor Full Name)*, hereinafter referred to as the "Contractor," agrees to indemnify, defend, and hold harmless MG Home Care Services, LLC, its officers, directors, employees, and agents (collectively referred to as the "Company"), from and against any and all claims, liabilities, damages, losses, costs, and expenses, including reasonable attorney fees, arising out of or in connection with the Contractor's provision of services under this agreement.

1. Professional Liability Insurance:

- The Contractor shall maintain Professional liability insurance coverage throughout the term of this agreement. Such insurance coverage must name "MG Home Care Services, LLC" as an additional insured party.

2. Additional Insured Endorsement:

- The Contractor shall provide the Company with a certificate of insurance demonstrating that "MG Home Care Services, LLC" has been endorsed as an additional insured under the Contractor's liability insurance policy.

3. Location-Specific Coverage:

- The Contractor agrees to add and maintain General Liability insurance that specifically covers the location(s) where services will be provided under this agreement.

4. No Valid Insurance at the time of an Incident/Claim:

- In the event that the Contractor does not maintain liability insurance as required, the Contractor assumes full responsibility for any claims, damages, losses, costs, and expenses that may arise during the provision of services. In either case, the contractor must not provide services if they do not have valid insurance.

5. Notice of Claims:

- The Contractor agrees to promptly notify the Company of any claims or incidents that may give rise to liability under this indemnification clause.

6. Cooperation:

- The Contractor agrees to cooperate fully with the Company in the defense of any claim, including providing necessary information and documentation.

7. Governing Law:

- This indemnification clause shall be governed by and construed in accordance with the laws of the Florida, United States, without regard to its conflict of laws principles.

IN WITNESS WHEREOF, the Contractor has executed this indemnification clause as of the effective date of the agreement.

*Contractor's Full Legal Name :*_____

*Signature:*_____

*Date:*_____