

## INDEPENDENT CONTRACTOR AGREEMENT

This Agreement is made by and between you (“Independent Contractor”) and Event Caregivers (“The Company” or “Company”).

This Agreement sets forth the terms and compensation to be paid by The Company to Independent Contractor and delineates certain other rights and responsibilities of the parties hereto.

### Terms.

1. Independent Contractor agrees to provide child care services for various families needing child care assistance. All such services shall be provided in the location designated by The Company.
2. The Company agrees to compensate Independent Contractor on an hourly basis at the rate defined in the assigned services contract. These payments shall be made within a two-week time period which services are provided by Independent Contractor.
3. In the performance of all obligations hereunder, Independent Contractor shall be an Independent Contractor and not an employee of The Company. The Company shall not withhold, or in any way be responsible for, the payment of any federal, state, or local income or wage taxes, FICA taxes, liability or other insurance, unemployment compensation, or worker’s compensation contributions, vacation pay, sick leave, retirement benefits, or any other payments for or on Independent Contractor’s behalf. Independent Contractor shall indemnify and hold harmless The Company of and from any and all loss or liability arising with respect to such payments, insurance, withholdings, and benefits.
4. Independent Contractor agrees to use reasonable skill and care in the provision of services agreed to hereunder and further, agrees to defend (with counsel reasonably chosen by The Company), indemnify and hold harmless The Company, its officers, directors, employees and shareholders against any claims, damages, losses or expenses, including reasonable attorney fees, arising from any legal action, claim, demand or proceedings brought against The Company relating to the Independent Contractor’s negligent or intentional acts or omissions.
5. This Agreement shall be governed by and interpreted and construed in accordance with the laws of the State of Nebraska without regard for its choice of law provisions.
6. This Agreement constitutes the entire agreement between the parties and may be amended or modified only by a writing signed by each party and dated subsequent to the date hereof. This Agreement shall supersede and merge all prior communications, representations, or agreements, either verbal or written, between the parties hereto with respect to the subject matter hereof.
7. Independent Contractor hereby grants The Company the right to take steps The Company believes are reasonably necessary or appropriate to enforce and/or verify compliance with any part of this Agreement.

### EVENT CAREGIVERS

#### Division of S365, Inc.

By: /s/ Candance Wingate  
Name: Candance Wingate  
Title: Owner  
Address: 84640 US Highway 81  
City, State, Zip: Norfolk, NE 68701-1013

Date: June 15, 2022