

INDEPENDENT CONTRACTOR AGREEMENT

This Agreement is entered into as of the 10th day of July, 2020, between World Business Chicago ("the Company" or "WBC") and Adam Hollingsworth ("the Contractor") for the services outlined herein.

1. Services: Subject to the terms and conditions of this Agreement, the Company hereby engages the Contractor as an independent contractor to perform the services set forth in **Exhibit A**, attached hereto and incorporated by reference (collectively, the "Services"), which may be amended in writing from time to time, or supplemented with subsequent estimates for additional services to be rendered by the Contractor.
2. Term: The Contractor's term of engagement is from July 13, 2020, and ends on July 21, 2020, or until the Agreement is terminated under paragraph 13 below, whichever occurs first.
3. Compensation: The Contractor will be paid a one-time fee of \$5,000 once the Services are complete, at the end of the term.
4. Reimbursement of Expenses: In the event out-of-pocket expenses are expected to be incurred Contractor must give reasonable notice of same to Company, and include said expenses in the following month's invoice. Costs of travel to and from the Company's office are not reimbursable hereunder.
5. Confidentiality: The Contractor agrees that it will not disclose the terms of this Agreement to any person without the prior written consent of the Company and shall at all times preserve the confidential nature of its relationship to the Company and of the services hereunder
6. Conflicts of Interest Non-Hire Provision: The Contractor represents that it is free to enter into this Agreement and that this engagement does not violate the terms of any agreement between the Contractor and any third party. During the term of this Agreement, the Contractor shall devote as much of its productive time, energy and abilities to the performance of its duties hereunder as is necessary to perform the required duties in a timely and productive manner. The Contractor is expressly free to perform services for other parties while performing services for the Company.
7. Independent Contractor Status: This Agreement shall not render the Contractor an employee, agent of, or with the Company for any purpose. The Contractor is and will remain an independent contractor in its relationship to the Company. Neither party shall have the right, power or authority to obligate or bind the other in any manner whatsoever. The Company shall not be responsible for withholding taxes with respect to the Contractor's payment hereunder. The Contractor shall have no claim against the Company hereunder or otherwise for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind.

8. Release and Covenant Not to Sue: Contractor hereby releases, waives, discharges, covenants not to sue and agrees to hold harmless the Company, its officers, directors, employees or agents from any and all liability, claim or demand in connection with Contractor's performance of services hereunder, except for any liability caused by Contractor's faithful performance of its services in furtherance of directives of Company or Company's gross negligence or intentional wrongful act, except that nothing contained herein shall waive any claims of Contractor against Company for Company's breach of this Agreement.
9. Indemnification: Contractor shall indemnify and hold Company harmless from any liability, claims, damages, or expenses, including attorneys' fees and costs, incurred by Company as a result of the acts or omissions of Contractor or its employees, agents or subcontractors. Contractor shall further indemnify and hold Company harmless from any liability, claims and demands for the payment of taxes, penalties or interest owing to any governmental agency or authority with respect to or on account of any payments made by Company to Contractor under this Agreement. Company will indemnify and hold harmless Contractor from any claims, damages or expenses, including attorneys' fees and costs, incurred by Contractor as a result of the acts or omissions of Company or its employees, agents or subcontractors.
10. Hold Harmless: Contractor shall hold harmless any acts and or injuries to the contractor's horse. WBC is not responsible for anything related to the contractor's horse. No one but the Contractor shall ride the horse.
11. Insurance: Contractor shall at its own expense, obtain and maintain its own insurance covering its obligations under this Agreement, and provide proof of such insurance upon request. Contractor's obligation to obtain and maintain insurance is separate and distinct from its obligations to indemnify Company.
12. No Authority to Bind: The Contractor has no authority to enter into contracts or agreements on behalf of Company.
13. Termination: Either party may terminate this Agreement, or any services to be performed hereunder, in whole or in part, without cause and for its own convenience, by providing the other written notice of termination, specifying the extent to which the Agreement is so terminated and the date upon which such termination becomes effective. If the Contractor is convicted of any crime or offense, fails or refuses to comply with the written policies or reasonable directive of the Company, is guilty of serious misconduct in connection with performance hereunder, or materially breaches provisions of this Agreement, the Company at any time may terminate this Agreement immediately and without prior written notice to the Contractor and no further payment will be due or payable from the Company to Contractor other than amounts owed by the Company to the Contractor through the effective date of the Contractor's termination.
14. Successors and Assigns: All of the provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, if any, successors, and assigns.
15. Choice of Law: The laws of the state of Illinois shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the parties hereto.
16. Waiver: Waiver by one party hereto of breach of any provision of this Agreement by the other shall not operate or be construed as a continuing waiver.



- 17. Assignment: The Contractor shall not assign any of its rights under this Agreement, or delegate the performance of any of its duties hereunder, without the prior written consent of the Company.
- 18. Modification or Amendment: No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties hereto.
- 19. Entire Understanding: This document and any exhibit attached hereto constitute the entire understanding and agreement of the parties, and any and all prior agreements, understandings, and representations are hereby terminated and canceled in their entirety and are of no further force and effect.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the day and year first written above. The parties hereto agree that facsimile or scanned pdf signatures shall be as effective as if originals.

World Business Chicago
President and CEO

Contractor

A handwritten signature in black ink, appearing to read "A. L. Jones", written over a horizontal line.

Signed _____
_July 10, 2020_____

Signed _____
Date _____

EXHIBIT A

Scope of Work and Deliverables:

- You serve as a census ambassador, encouraging people to fill out the census on the south and west sides of the city, acting in a professional manner at all times and staying on topic with the messaging of the census. No one other than the contractor can ride the horse.
- You will carry a census flag and wear census gear (green vest, hat, chaps), which will be provided by the Census Team.
- The Census Team will decide on the neighborhoods for you to visit and we can collaborate on the routes.
- Each day, you must visit at least 2 neighborhoods and spend a total of 5 hours riding in the neighborhoods per day.
- You will be out riding for 5 days total, which will be determined by the Census Team and weather permitting. Days determined are July 13 through July 21, 2020
- In addition to the ride time, you and your horse will participate in an event with the mayor Monday, July 13. We would like you to arrive at 9am, most likely with you riding in on your horse.