



We have our Eye on your bottom line.

**INDEPENDENT CONTRACTOR AGREEMENT
FOR MERCHANDISING SERVICES**

THIS INDEPENDENT CONTRACTOR AGREEMENT (the "Agreement") is made this ___ day ___ in the year of our Lord 20 **BETWEEN, LF Hill Merchandising Service** located at 2321 Idle Hour Rd Unit 12, Kingsport, TN 37660, USA (the "Company") **AND** (the "Contractor").

BACKGROUND:

The Company is of the opinion that the Contractor has the necessary qualifications, experience, and abilities to provide services to the Company and the Company's Client.

The Contractor is agreeable to providing such services to the Company on the terms and conditions set out in this Agreement.

IN CONSIDERATION OF the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Company and the Contractor (individually the "Party" and collectively the "Parties" to this Agreement) agree as follows:

SERVICES PROVIDED:

The Company hereby agrees to engage the Contractor, to provide the company



and Company's Client with services (the "Services") consisting of: Merchandising and Reset Services as a self-employed independent contractor to, Independent Grocery Stores Serviced by the MDI Stars Team, Specifically the (Johnson City Team) and for the Company's Client, D&H Marketing Group. The time and manner of the store reset and /or evaluation shall be performed as the Company and Company's Client direct.

The contractor will always wear appropriate ID supplied by the Company and wear suitable clothing to perform specific duties for which he has been contracted in accordance with Company or Client specification. i.e., Black or Khaki Pants, collared shirt, and closed toe shoes or sneakers. However, clean jeans including denim are permissible with no holes (Tee Shirts open toed shoes and shorts are not permitted even in summer, with the exception of a Tee Shirt provided by the company on occasion to advertise one of our clients' products while working in stores.)

The Company may at its sole discretion and expense supply one shirt with the company Logo and contractors name embroidered for use only when representing the Company on a job site. The employee may order at their own expense a shirt if the company elects not to supply one, and/or additional shirts at prevailing cost paid in advance or by a deduction from a weekly check.

Contractor agrees that in the event of termination of this agreement, they will surrender Company ID, and any shirt with company logo if paid for by the company, and not to wear shirts with Company Logo at any time while representing another Company, or after termination of this agreement, even if they purchased the shirt with their own funds. They may, however, remove the Company name and Logo and continue to use the shirt as they see fit.

RESPONSIBILITIES, DUTIES, AND SCOPE OF WORK:

The Contractor herein agrees to devote the necessary amount of time, energy and attention required to satisfactorily complete, conclude and/or achieve the following duties /responsibilities:

1. Reset sections assigned by the MDI team captain in accordance with supplied POG to the extent allowed, or as otherwise directed by the MDI team captain.
2. Install shelving, end caps, pegboard and/or other store fixtures, adjust shelf heights, and add, remove, shelves as necessary to complete the required task to the extent possible.



3. Rotate shelf stock and remove deleted, outdated, or expired products and dust and clean shelves as directed.
4. Check distribution according to POG, deleting old products and replacing them with new products in accordance with the POG, giving preference to private labels and other products represented by D&H Marketing Group Inc.
5. Assure that all products represented by the D&H Marketing Group Inc. in the contractors assigned section which are on plan-o-gram, are present and/or worked in, to the extent allowed by store management.
6. Install Merchandising materials that may be provided from time to time, complete Private Label audits, cut in New Items represented by D&H Marketing Group Inc. and submit reports utilizing the VisitBasis app or other means as directed.
7. The assigned contractor will complete all task assigned on behalf of the client, the MDI Team Captain, or the Regional Manager from D&H Marketing Group without question, and notify LF Hill Merchandising Service, management and staff immediately, or as soon as practically possible if there is a question or discrepancy between this contract and what is asked, and we will address the situation with MDI, the store management and staff or with D&H Marketing Group Inc.

LF Hill Merchandising Service values our client relationships and uses state of the art VisitBasis Software to offer value-added reports to our clients about New Product Distribution, compliance audits, and other information that can be of use in increasing sales and distribution of the products represented by our client.

LF Hill Merchandising, its employees, agents, and contractors shall provide its services and meet its obligations under this Contract in a timely and workmanlike manner, using knowledge and recommendations for performing the services which meet generally acceptable industry standards in the merchandising community and will provide a standard of care equal to, or superior to, care used by merchandising service providers on similar projects.

It is expected that the above-detailed services, tasks, and responsibilities shall be completed by the assigned contractor weekly, Monday through Thursday, as required with deference



to the MDI Team Captain Master Schedule for each cycle, barring any reasonably unforeseeable circumstances.

The Contractor understands that LF Hill Merchandising Service is required by contract to provide a specific number of merchandisers for each contracted job site, and that failure to show for a scheduled shift can cause great financial harm to the Company due to fines imposed for failure to provide the requisite number of contractors. The contractor agrees that they will notify LF Hill merchandising Service by Phone as soon as they know they will not be able to cover an assigned shift, so we can send a temp employee to cover the shift during absence. In the event that the contractor is not able to speak directly to Lyle or a member of his office staff, they will in addition to leaving a voicemail, follow up with a text and email which will be considered sufficient and timely notification of intended absence.

A no call no show is grounds for immediate dismissal at the discretion of the Company owner.

The Contractor warrants that they possess the required specific knowledge to perform merchandising tasks and resets at the locations serviced by the MDI Stars Team, specifically the (Johnson City Team), and as directed by the MDI Stars Team Captain.

TERM OF AGREEMENT:

1. The term of this Agreement (the "Term") will begin on the date of this Agreement and will remain in full force and effect indefinitely until terminated as provided in this Agreement.
2. In the event that either Party wishes to terminate this Agreement, that Party will be Required to provide at least one day's advance notice to the other Party.
3. In the event that either Party breaches a material provision under this Agreement, the non- defaulting Party may terminate this Agreement and require the defaulting Party to indemnify the non-defaulting Party against all reasonable damages.
4. This Agreement may be terminated at any time by mutual agreement of the Parties.
5. Except as otherwise provided in this Agreement, the obligations of the Contractor will end upon the termination of this Agreement.



PERFORMANCE:

The Parties agree to do everything necessary to ensure that the terms of this Agreement take effect.

CURRENCY:

Except as otherwise provided in this Agreement, all monetary amounts referred to in this Agreement are in US Dollars.

COMPENSATION:

1. For the above service rendered by the Contractor as required by this Agreement, the company will provide compensation (the "Compensation") to the Contractor of a flat rate of per day. for a 4 (Four) day week, Monday through Thursday, and an expected salary with perfect attendance of annually.
2. The Compensation will be payable on a weekly basis, while this Agreement is in Force.
3. Full time contractors are entitled to 7 days of PTO after their one-year anniversary date.
4. Part-time and Temporary contractors are not entitled to any additional compensation other than the daily compensation rate for days worked.
5. Contractors are responsible for their own taxes and no employment tax including SSI, FICA medicare or unemployment taxes are withheld.
6. No other compensation will be paid, unless evidenced in writing and signed by both parties.

REIMBERSMENT OF EXPENSES

The Contractor understands and agrees that they will not be reimbursed for expenses incurred by the contractor in connection with providing the service of this agreement for gasoline, lodging expense, should they opt to stay out, or reimbursement for meals. The contractor will, however, as a self-employed business owner receive tax deductions for business expenses such as lodging, gasoline, meals and more. Your tax professional can advise you further on the deductions you may be eligible to deduct as a business expense.

ADDITIONAL RESOURCES:



The Company agrees to provide, for the use of the contractor in providing service, the following resources:

1. Paper Towels and Cleaning solution as needed to clean the store shelving.
2. A New Feather duster will also be provided. (If you loose it, you replace it.)
3. You will be required to download two apps on your business/personal smartphone. (Not provided) The VisitBasis App for merchandisers, and MDI Spot.
4. These apps are available for download in the Play Store or App Store for both Android and IOS devices. You will be provided with a unique password by the Company that will be changed on occasion for security purposes.
5. There is no cost to the contractor for these applications and the Company pays all fees incurred for use to the software vendor. Both apps are required.
6. Your provided password allows you to sign into the Company's Network to access your schedule, the time clock, and to report various tasks and audits back to the main office.

CONFIDENTIALITY:

Confidential information (the "Confidential Information") refers to any data, software or information relating to the business of the Company, Company's Client or store serviced under this contract which would reasonably be considered to be proprietary to the Company, the Company's Client or store serviced, including, but not limited to, accounting records, business processes, and client records pricing structures etc., that is not generally known in the industry of the Company, Company's Client or store serviced and where the release of that Confidential Information could reasonably be expected to cause harm to the Company or Client.

The Contractor agrees that it will not disclose, divulge, reveal, report or use, for any purpose, any Confidential Information which the Contractor has obtained, except as authorized by the Company or the Company's Client. This obligation will survive the expiration or termination of this Agreement and will continue indefinitely.

All written and oral information and materials disclosed or provided by the Company to the Contractor under this Agreement is Confidential Information regardless of whether it was provided before or after the date of this Agreement or how it was provided to the Contractor.

NON-SOLICITATION



The Contractor understands and agrees that any attempt on the part of the Contractor to induce other employees or contractors to leave the Company's employ, or any effort by the Contractor to interfere with the Company's relationship with its employees or other service providers would be harmful and damaging to the Company and Client.

During the term of this Agreement and for a period of three (3) years after the expiration or termination of this Agreement, the Contractor will not in any way directly or indirectly:

1. induce or attempt to induce any employee or other service provider of the Company to quit employment or retainer with the company.
2. otherwise interfere with or disrupt the Company's relationship with its employees or other service providers.
3. discuss employment opportunities or provide information about competitive employment to any of the Company's employees or other service providers; or
4. solicit, entice, or hire away any employee or other service provider of the Company.
5. Any breach of this provision will be prosecuted to the fullest extent of the law and suit bought for financial damages.

OWNERSHIP OF MATERIALS AND INTELLECTUAL PROPERTY:

All intellectual property and related materials (the "Intellectual Property") including any related work in progress that is developed or produced under this Agreement, will be the sole property of the Company. The use of the Intellectual Property by the Company will not be restricted in any manner.

The 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 Company. The Contractor will be responsible for any and all damage resulting from the unauthorized use of the Intellectual Property.

RETURN OF PROPERTY

Upon the expiry or termination of this Agreement, the Contractor will immediately delete the MDI Spot App from their phone and return to the Company any property, documentation, records, or Confidential Information which is the property of the Company.



CAPACITY/ INDEPENDENT CONTRACTOR:

In providing the Services under this Agreement it is expressly agreed that the Contractor is acting as a self employed, independent contractor and not as an employee. The Contractor and the Company acknowledge that this Agreement does not create a partnership, joint venture or employee employer relationship between them or their Client, and is exclusively a contract for service. |

NOTICES

All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the Parties of this Agreement as follows:

(COMPANY) To, Lyle Hill, LF Hill Merchandising Service at 2321 Idle Hour RD Unit 12 Kingsport, TN 37660. Email Lyle@lfhillmerchandising.com Phone (423) 579-2660

(CONTRACTOR)

Email someone@aol.com Phone

INDEMNIFICATION

Except to the extent paid in settlement from any applicable insurance policies, and to the extent permitted 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.

LEGAL EXPENSES

In the event that legal action is brought to enforce or interpret any term of this Agreement, the prevailing Party will be entitled to recover, in addition to any other damages or award, all reasonable legal costs and fees associated with the action.

MODIFICATION OF AGREEMENT

Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing signed by each Party or an authorized representative of each Party.



TIME OF THE ESSANCE

Time is of the essence in this Agreement. No extension or variation of this Agreement will operate as a waiver of this provision, or Assignment.

The Contractor will not voluntarily, or by operation of law, assign or otherwise transfer its obligations under this Agreement without the prior written consent of the Company.

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.

INUREMENT

This Agreement will ensure to the benefit of and be binding on the Parties and their respective heirs, executors, administrators, successors and permitted assigns.

TITLES/HEADINGS

Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement.

GENDER

Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

GOVERNING LAWS

It is the intention of the Parties to this Agreement that this Agreement and the performance under this Agreement, and all suits and special proceedings under this Agreement, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of Tennessee, without regard to the jurisdiction in which any action or special proceeding may be instituted.

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.

WAIVER

The waiver by either Party of a breach, default, delay, or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.

IN WITNESS WHEREOF the Parties have duly affixed their signatures under hand and seal on this day of _____ in the year of our Lord 20.

Per _____ (Seal)
(COMPANY) LF Hill Merchandising Service

Per _____ (Seal)
(CONTRACTOR)

