

INDEPENDENT CONTRACTOR AGREEMENT

Subject to the terms of this Agreement between **Healthcorp Inc dba Dudnyk** ("Company") and Kellyann Schaefer, of **Task Complete** ("Contractor"), Contractor agrees to perform the following Services for and on behalf of Company.

EFFECTIVE DATE: This Agreement shall be effective as of Thursday, October 26, 2017.

SERVICES TO BE RENDERED: Contractor agrees to provide the following Work Product to Company:

Personal Shopper/Gift Wrapper services for employees of the Company, as further described below (the "Services").

Personal shopping and gift-wrapping services during the 2017 holiday season. Last day will be no later than December 19th (on-line shopping can gladly be extended until December 19th). Each employee will have access to their own personal shopper to discuss their own shopping needs. Lists will be created and communication will occur either via phone or email. Includes one on-site visit scheduled Thursday, November 16th from 10:30am -12:00pm, when services are launched to introduce Kelly (and Task Complete) to the Dudnyk Team.

The scope of work will also include three (3) Gift Wrapping Parties to take place in mid-December. One gift wrapping party will accommodate Hanukkah. Flat fee for that party includes 2 elves on site to wrap at the Horsham office for up to 8 hours. Two additional gift wrapping parties to accommodate the traditional (Christmas) holiday. Flat fee for those parties includes up to 4 elves on site to wrap at the Horsham office for up to 8 hours each day. All wrapping supplies, tags, paper and bows are included.

BILLING AND RATE

Personal Shopping Services: Personal Shopping Services: Contractor will invoice Company on a time and materials basis, at an hourly rate of Fifty Dollars (**\$50.00**) per hour. Contractor confirms that each personal shopping request is billed in 15 min increments with a minimum of 1hr per request.

Gift Wrapping Party: Contractor will invoice Company flat fee of Thirty Three Hundred dollars (**\$3,300.00**) for the services related to the 3 day gift wrapping party.

Total project cost (to include gift wrap party) will not exceed **\$5,000** for all time & materials.

Company agrees to pay a \$1,500 deposit upon commencement of Agreement, to enable Task Complete to engage team and purchase gift wrap materials.

Invoices will be submitted in accordance with Contractors normal billing cycle. A list of names who have taken advantage of the personal shopping services will be provided on each invoice, relative to that time period.

TERM: The term of this Agreement shall commence on the effective date and continue through December 31, 2017, subject to the continued need of Company, unless earlier terminated pursuant to the terms of the Agreement. Company shall have the right to extend the term of this Engagement Schedule by providing Contractor with prior written notice.

TERMINATION: Either party shall have the right to terminate the Agreement with or without notice.

MANNER AND MEANS OF WORK CONDUCT: Contractor will decide when, where, and manner and means by which Contractor will conduct his or her work activities under this Agreement. Contractor acknowledges that he or she will set Contractor's own work hours and control the means used to provide the services contemplated under this Agreement, provided that projects are completed as specified.

COMPANY BENEFITS: Contractor is not entitled to any standard benefits afforded to Company employees.

CONFIDENTIALITY AGREEMENT: Contractor agrees to terms outlined in the attached Independent Contractor Confidentiality Agreement. Contractor must submit a signed copy of the Confidentiality Agreement prior to start of this Agreement.

NO EMPLOYER-EMPLOYEE RELATIONSHIP: Nothing in this Agreement creates an employer-employee, joint venture or partnership relationship between Company and Contractor. Contractor will not take any position contrary to Contractor's status as an independent contractor. Contractor has no right or authority to act as an agent of Company or for or on behalf of Company in any capacity whatsoever or to assume or create any obligation of any kind-express or implied-on behalf of Company. Contractor will accept the responsibility placed on an independent contractor by federal and state laws, regulations, and other applicable rules and regulations. Contractor will provide evidence to Company of fulfillment of those laws, rules and regulations if requested.

ENTIRE AGREEMENT: This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the performance of services by Contractor for Company, and contains all of the covenants and agreements between the parties with respect to the rendering of such services in any manner whatsoever. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which is not embodied herein, and that no other agreement, statement, or promise not contained in this Agreement shall be void and binding. Any modification of this Agreement will be effective only if it is in writing signed by the party to be charged.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives as of the Effective Date.

Healthcorp Inc dba Dudnyk:

Name: _____

Print Name: _____

Date: _____

Contractor:

Name: Kellyann Schaefer

Print Name: Kellyann Schaefer

Date: 10/26/17