

Independent Contractor Agreement M&R Security LLC,
 (“the Company”) is pleased to contract the undersigns
 (“Contractor”) for their engagement as an independent Contractor of
 the Company as of the date
 below, only under the following terms and conditions.



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1. Independent Contractor. 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

herein, and the Contractor hereby accepts such engagement. This agreement becomes effective as of date listed on the last page, (the “Effective Date”) and will remain survive the period services are rendered. The Contractor shall not assign any of [his or her] rights under this Agreement, or delegate the performance of any of [his or her] duties hereunder, without the prior written consent of the Company. This Agreement shall not render the Contractor an employee, partner, agent or joint venture with the Company for any purpose. The Contractor is and will remain an independent contractor in [his or her] relationship to the Company. The Company shall not be responsible for withholding taxes with respect to the Contractor’s compensation 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.

2. Duties, Term, & Compensation. The Contractor’s duties, term of engagement, compensation and provisions for payment thereof shall be as set forth in the estimate previously provided to the Company by the Contractor and which is attached as Exhibit A, which may be amended in writing from time to time, or supplemented with subsequent estimates for services to be rendered by the Contractor and agreed to by the Company, and which collectively are hereby incorporated by reference. Compensation may take up to a maximum amount of 60 business days.

3. Expenses. During the term of this Agreement, the Contractor shall bill and the Company shall reimburse [him or her] for all reasonable and approved out-of-pocket expenses, which are incurred in connection with the performance of the duties hereunder. Notwithstanding the foregoing, expenses for the time spent by Consultant in traveling to and from Company facilities shall not be reimbursable. Any expense incurred as a result of misconduct will not be reimbursed.

4. Inventions. Any and all inventions, discoveries, developments and innovations conceived by the Contractor during this engagement relative to the duties under this Agreement shall be the exclusive property of the Company; and the Contractor hereby assigns all right, title, and interest in the same to the Company. Any and all inventions, discoveries, developments and innovations conceived by the Contractor prior to the term of this Agreement and utilized by [him or her] in rendering duties to the Company are hereby licensed to the Company for use in its operations for an

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infinite duration. This license is non-exclusive, and may be assigned without the Contractor’s prior

written approval by the Company to a wholly owned subsidiary of the Company.

5. Confidentiality of Information. Contractor agrees to hold in strict confidence and not to disclose to any third-party any information relating to the Company and its business and clients gained in the performance of, or by reason of the relationship established by, this agreement or Contractor prior employment with the Company, except as it may be required by law, or if expressly permitted or required to perform obligations undertaken in this agreement. If Contractor receives a subpoena notice to produce or other legal process requiring disclosure of information which would otherwise be subject to the confidentiality provisions of this agreement, Contractor will immediately notify the Company, delay the production of any information for as long as reasonably and legally possible, and cooperate with the Company in any efforts it may make to intervene on its own behalf and at its own expense to prevent or limit disclosure of any confidential information.

6. Conflicts of Interest; Non-hire Provision. The Contractor represents that [he or she] 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. Further, the Contractor, in rendering [his or her] duties shall not utilize any invention, discovery, development, improvement, innovation, or trade secret in which [he or she] does not have a proprietary interest. During the term of this agreement, the Contractor shall evoke as much of [his or her] productive time, energy and abilities to the performance of [his or her] 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. For a period of one year, following any termination, the Contractor shall not, directly or indirectly hire, solicit, or encourage leaving the Company's employment, any employee, consultant, or contractor of the Company or hiring any such employee, consultant, or contractor who has left the Company's employment, any employee, consultant, or contractor of the Company or hiring any such employee, consultant, or contractor who has left the Company's employment or contractual engagement within one year of such employment or engagement.

7. Right to Injunction. The parties hereto acknowledge that the services to be rendered by the Contractor under this Agreement and the rights and privileges granted to the Company under the Agreement are of a special, unique, unusual, and extraordinary character which gives them a peculiar value, the loss of which cannot be reasonable or adequately compensated by damages in any action at law, and the breach by the Contractor of any of the provisions of this Agreement will cause the Company irreparable injury and damage. The Contractor expressly agrees that the Company shall be entitled to the injunctive and other equitable relief in the event of, or to prevent, a breach of any provision of this Agreement by waiver of any other rights or remedies that the company may have for damages or otherwise. The various rights and remedies of the Company under this Agreement or otherwise shall be construed to be cumulative, and not one of them shall be exclusive of any other or of any right or remedy allowed by law.

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8. Termination. The Company may terminate this Agreement at any time by written or verbal notice to the Contractor. In addition, if the Contractor is convicted of any crime 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 the engagement of the Contractor

immediately and without prior written notice to the Contractor. Should the Contractor fail to perform the duties tasked to them, M&R Security LLC, holds the right to dock 50% of the owed pay due, due to poor performance or other said reasons which will be decided by the on-site supervisor and then reviewed by ownership.

9. Choice of Law and Arbitration. The laws of the state of Texas shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the parties hereto. Any controversies arising out of the terms of this Agreement or its interpretation shall be settled in Travis County in accordance with the rules of the American Arbitration Association, and the judgment upon award may be entered in any court having jurisdiction thereof.

10. Notices. Any and all notices, demands, or other communications required or desired to be given hereunder by any party shall be in writing and shall be validly given or made to another party if personally served, or if deposited in the United States mail, certified or registered, postage prepaid, return receipt requested. If such notice or demand is served personally, notice shall be deemed constructively made at the time of such personal service. If such notice, demand or other communication is given by mail, such notice shall be conclusively deemed given five days after deposit thereof in the United States mail addressed to the party to who such notice, demand or other communication is to be give as follows:

| | |
|---------------------------|----------------------|
| If to the Contractor: | If to the Company: |
| Name: _____ | M&R Security LLC |
| Address: _____ | PO BOX 7412 |
| City, State, & Zip: _____ | Round Rock, TX 78683 |

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

Employee _____ M&R Security LLC

Print: _____ Print: _____

Sign: _____ Sign: _____

Date: _____ Date: _____



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