

INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contractor Agreement ("**Agreement**") is entered into as of May 19, 2015, by and between the Unified Carrier Registration Plan, with a principal place of business at Montgomery, Alabama ("**UCR Plan**"), and Kevena Samuel, a, with a principal place of business at Auburn, Alabama ("**Contractor**").

1. Services.

1.1 Nature of Services. Contractor will perform the services, as more particularly described on Exhibit A, for UCR Plan as an independent contractor (the "**Services**"). The Services have been specially ordered and commissioned by UCR Plan. To the extent the Services include materials subject to copyright, Contractor agrees that the Services are done as "work made for hire" as that term is defined under U.S. copyright law, and that as a result, UCR Plan will own all copyrights in the Services. Contractor will perform such services in a diligent and workmanlike manner and in accordance with the schedule, if any, set forth in Exhibit A. The content, style, form and format of any work product of the Services shall be completely satisfactory to UCR Plan and shall be consistent with UCR Plan's standards. Except as specified on Exhibit A, UCR Plan agrees that Contractor's services need not be rendered at any specific location and may be rendered at any location selected by Contractor. Contractor hereby grants UCR Plan the right, but not the obligation, to use and to license others the right to use Contractor's, and Contractor's employees', name, voice, signature, photograph, likeness and biographical information in connection with and related to the Services.

1.2 Relationship of the Parties. Contractor enters into this Agreement as, and shall continue to be, an independent contractor. All Services shall be performed only by Contractor and Contractor's employees. Under no circumstances shall Contractor, or any of Contractor's employees, look to UCR Plan as his/her employer, or as a partner, agent or principal. Neither Contractor, nor any of Contractor's employees, shall be entitled to any benefits accorded to UCR Plan's employees, including without limitation worker's compensation, disability insurance, vacation or sick pay. Contractor shall be responsible for providing, at Contractor's expense, and in Contractor's name, unemployment, disability, worker's compensation and other insurance, as well as licenses and permits usual or necessary for conducting the Services.

1.3 Compensation and Reimbursement. Contractor shall be compensated and reimbursed for the Services as set forth on Exhibit B. Completeness of work product shall be determined by UCR Plan in its sole discretion, and Contractor agrees to make all revisions, additions, deletions or alterations as requested by UCR Plan. No other fees and/or expenses will be paid to Contractor, unless such fees and/or expenses have been approved in advance by the appropriate UCR Plan representative in writing. Contractor shall be solely responsible for any and all taxes, Social Security contributions or payments, disability insurance, unemployment taxes, and other payroll type taxes applicable to such compensation. Contractor hereby indemnifies and holds UCR Plan harmless from, any claims, losses, costs, fees, liabilities, damages or injuries suffered by UCR Plan arising out of Contractor's failure with respect to its obligations in this Section 1.3.

1.4 Personnel. Contractor represents and warrants to UCR Plan that its employees performing Services hereunder will have (a) sufficient expertise, training and experience to accomplish the Services; and (b) executed agreements which state that (i) all work done by the employee will be a work made for hire, as that term is defined under U.S. copyright law, and will owned by Contractor; and (ii) the employee assigns all rights in and to all work done by the employee to Contractor. Contractor agrees that all its personnel shall be compensated, taxes withheld, and other benefits made available as

required by applicable law and regulations. Contractor shall require all employees who perform Services and/or have performed Services hereunder to sign a copy of the form attached hereto as Exhibit C and Contractor shall forward copies of all of such forms to UCR Plan within five (5) days of executing the Agreement and/or within five (5) days of assigning a new employee to perform Services hereunder.

2. Protection of UCR Plan's Confidential Information.

2.1 Confidential Information. UCR Plan now owns and will hereafter develop, compile and own certain proprietary techniques, trade secrets, and confidential information which have great value in its business (collectively, "**UCR Plan Information**"). UCR Plan will be disclosing UCR Plan Information to Contractor during Contractor's performance of the Services. UCR Plan Information includes not only information disclosed by UCR Plan, but also information developed or learned by Contractor during Contractor's performance of the Services. UCR Plan Information is to be broadly defined and includes all information which has or could have commercial value or other utility in the business in which UCR Plan is engaged or contemplates engaging or the unauthorized disclosure of which could be detrimental to the interests of UCR Plan, whether or not such information is identified by UCR Plan. By way of example and without limitation, UCR Plan Information includes any and all information concerning discoveries, developments, designs, improvements, inventions, formulas, software programs, processes, techniques, know-how, data, research techniques, customer and supplier lists, marketing, sales or other financial or business information, scripts, and all derivatives, improvements and enhancements to any of the above. UCR Plan Information also includes like third-party information which is in UCR Plan's possession under an obligation of confidential treatment.

2.2 Protection of UCR Plan Information. Contractor agrees that at all times during or subsequent to the performance of the Services, Contractor will keep confidential and not divulge, communicate, or use UCR Plan Information, except for Contractor's own use during the Term of this Agreement to the extent necessary to perform the Services. Contractor further agrees not to cause the transmission, removal or transport of tangible embodiments of, or electronic files containing, UCR Plan Information from UCR Plan's principal place of business, without prior written approval of UCR Plan.

2.3 Exceptions. Contractor's obligations with respect to any portion of the UCR Plan Information as set forth above shall not apply when Contractor can document that (i) it was in the public domain at the time it was communicated to Contractor by UCR Plan; (ii) it entered the public domain subsequent to the time it was communicated to Contractor by UCR Plan through no fault of Contractor; (iii) it was in Contractor's possession free of any obligation of confidence at the time it was communicated to Contractor by UCR Plan; or (iv) it was rightfully communicated to Contractor free of any obligation of confidence subsequent to the time it was communicated to Contractor by UCR Plan.

2.4 UCR Plan Property. All materials, including without limitation documents, drawings, drafts, notes, designs, computer media, electronic files and lists, including all additions to, deletions from, alterations of, and revisions in the foregoing (together the "**Materials**"), which are furnished to Contractor by UCR Plan or which are developed in the process of performing the Services, or embody or relate to the Services, the UCR Plan Information or the Innovations (as defined below), are the property of UCR Plan, and shall be returned by Contractor to UCR Plan promptly at UCR Plan's request together with any copies thereof, and in any event promptly upon expiration or termination of this Agreement for any reason. Contractor is granted no rights in or to such Materials, the UCR Plan Information or the Innovations, except as necessary to fulfill its obligations under this Agreement. Contractor shall not use or disclose the Materials, UCR Plan Information or Innovations to any third party.

3. **Prior Knowledge and Relationships.**

3.1 **Prior Inventions and Innovations.** Contractor has disclosed on Exhibit D, a complete list of all inventions or innovations made by Contractor prior to commencement of the Services for UCR Plan and which Contractor desires to exclude from the application of this Agreement. Contractor will disclose to UCR Plan such additional information as UCR Plan may request regarding such inventions or innovations to enable UCR Plan to assess their extent and significance. UCR Plan agrees to receive and hold all such disclosures in confidence.

3.2 **Other Commitments.** Except as disclosed on Exhibit D to this Agreement, Contractor has no other agreements, relationships or commitments to any other person or entity which conflict with Contractor's obligations to UCR Plan under this Agreement. Contractor agrees not to enter into any agreement, either written or oral, in conflict with this Agreement.

4. **Assignment of Contractor's Inventions and Copyrights.**

4.1 **Disclosure.** Contractor will promptly disclose in writing to UCR Plan all works, products, discoveries, developments, designs, innovations, improvements, inventions, formulas, processes, techniques, know-how and data (whether or not patentable, and whether or not at a commercial stage, or registrable under copyright or similar statutes) which are authored, made, conceived, reduced to practice or learned by Contractor (either alone or jointly with others) during the period Contractor provides the Services as a result of performing the Services including any concepts, ideas, suggestions and approaches related thereto or contained therein (collectively, the "**Innovations**").

4.2 **Assignment.** Contractor hereby assigns and agrees to assign to UCR Plan, without royalty or any other consideration except as expressly set forth herein, all worldwide right, title and interest Contractor may have or acquire in and to (i) all Materials; (ii) all Innovations (iii) all worldwide patents, patent applications, copyrights, mask work rights, trade secrets rights and other intellectual property rights in any Innovations; and (iv) any and all "moral rights" or right of "droit moral" (collectively "**Moral Rights**"), that Contractor may have in or with respect to any Innovations. To the extent any Moral Rights are not assignable, Contractor waives, disclaims and agrees that Contractor will not enforce such Moral Rights. Contractor agrees that such assignment shall extend to all languages and including the right to make translations of the Materials and Innovations. Additionally, Contractor agrees, at no charge to UCR Plan, but at UCR Plan's sole expense, to sign and deliver to UCR Plan (either during or subsequent to Contractor's performance of the Services) such documents as UCR Plan considers desirable to evidence the assignment of all rights of Contractor, if any, described above to UCR Plan and UCR Plan's ownership of such rights and to do any lawful act and to sign and deliver to UCR Plan any document necessary to apply for, register, prosecute or enforce any patent, copyright or other right or protection relating to any Innovations in any country of the world.

4.3 **Power of Attorney.** Contractor hereby irrevocably designates and appoints each of UCR Plan and its Secretary as Contractor's agent and attorney-in-fact, to act for and in Contractor's behalf and stead, for the limited purpose of executing and filing any such document and doing all other lawfully permitted acts to further the prosecution, issuance and enforcement of patents, copyrights or other protections which employ or are based on Innovations with the same force and effect as if executed and delivered by Contractor.

4.4 **Representations and Warranties.** Contractor represents and warrants to UCR Plan that (a) Contractor has full power and authority to enter into this Agreement including all rights necessary to make the foregoing assignments to UCR Plan; that in performing under the Agreement; (b)

Contractor will not violate the terms of any agreement with any third party; and (c) the Services and any work product thereof are the original work of Contractor, do not and will not infringe upon, violate or misappropriate any patent, copyright, trade secret, trademark, contract, or any other publicity right, privacy right, or proprietary right of any third party. Contractor shall defend, indemnify and hold UCR Plan and its successors, assigns and licensees harmless from any and all claims, actions and proceedings, and the resulting losses, damages, costs and expenses (including reasonable attorneys' fees) arising from any claim, action or proceeding based upon or in any way related to Contractor's, or Contractor's employees, breach or alleged breach of any representation, warranty or covenant in this Agreement, and/or from the acts or omissions of Contractor or Contractor's employees.

5. Termination of Agreement.

5.1 Term. This Agreement shall be effective from the date first listed above for the period set forth on Exhibit A, or until completion of the Services, as applicable, unless sooner terminated by either party in accordance with the terms and conditions of this Agreement ("**Term**"). This Agreement is terminable by either party at any time, with or without cause, effective upon notice to the other party. If UCR Plan exercises its right to terminate the Agreement, any obligation it may otherwise have under this Agreement shall cease immediately, except that UCR Plan shall be obligated to compensate Contractor for work performed up to the time of termination. If Contractor exercises its right to terminate the Agreement, any obligation it may otherwise have under this Agreement shall cease immediately. Additionally, this Agreement shall automatically terminate upon Contractor's death. In such event, UCR Plan shall be obligated to pay Contractor's estate or beneficiaries only the accrued but unpaid compensation and expenses due as of the date of death.

5.2 Continuing Obligations of Contractor. The provisions of Sections 1.1 (as relates to creation and ownership of copyright), 1.2, 1.3, 2, 3, 4, 5.2, and 6 shall survive expiration or termination of this Agreement for any reason.

6. Additional Provisions.

6.1 Governing Law and Attorney's Fees. This Agreement shall be governed by and construed in accordance with the laws of the State of Alabama, without regard to its choice of law principles. The parties consent to exclusive jurisdiction and venue in the federal and state courts sitting in Montgomery County, Alabama. In any action or suit to enforce any right or remedy under this Agreement or to interpret any provision of this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees, costs and other expenses.

6.2 Binding Effect. This Agreement shall be binding upon, and inure to the benefit of, the successors, executors, heirs, representatives, administrators and permitted assigns of the parties hereto. Contractor shall have no right to (a) assign this Agreement, by operation of law or otherwise; or (b) subcontract or otherwise delegate the performance of the Services without UCR Plan's prior written consent which may be withheld as UCR Plan determines in its sole discretion. Any such purported assignment shall be void.

6.3 Severability. If any provision of this Agreement shall be found invalid or unenforceable, the remainder of this Agreement shall be interpreted so as best to reasonably effect the intent of the parties.

6.4 Entire Agreement. This Agreement, including the Exhibits, constitutes the entire understanding and agreement of the parties with respect to its subject matter and supersedes all

prior and contemporaneous agreements or understandings, inducements or conditions, express or implied, written or oral, between the parties.

6.5 Injunctive Relief. Contractor acknowledges and agrees that in the event of a breach or threatened breach of this Agreement by Contractor, UCR Plan will suffer irreparable harm and will therefore be entitled to injunctive relief to enforce this Agreement.

6.6 Contractor's Remedy. Contractor's remedy, if any, for any breach of this Agreement shall be solely in damages and Contractor shall look solely to UCR Plan for recovery of such damages. Contractor waives and relinquishes any right Contractor may otherwise have to obtain injunctive or equitable relief against any third party with respect to any dispute arising under this Agreement. Contractor shall look solely to UCR Plan for any compensation which may be due to Contractor hereunder.

6.7 Agency. Contractor is not UCR Plan's agent or representative and has no authority to bind or commit UCR Plan to any agreements or other obligations.

6.8 Amendment and Waivers. Any term or provision of this Agreement may be amended, and the observance of any term of this Agreement may be waived, only by a writing signed by the party to be bound. The waiver by a party of any breach or default in performance shall not be deemed to constitute a waiver of any other or succeeding breach or default. The failure of any party to enforce any of the provisions hereof shall not be construed to be a waiver of the right of such party thereafter to enforce such provisions.

6.9 Time. Contactor agrees that time is of the essence in this Agreement.

6.10 Notices. Any notice, demand, or request with respect to this Agreement shall be in writing and shall be effective only if it is delivered by personal service, by air courier with receipt of delivery, or mailed, certified mail, return receipt requested, postage prepaid, to the address set forth below. Such communications shall be effective when they are received by the addressee; but if sent by certified mail in the manner set forth above, they shall be effective five (5) days after being deposited in the mail. Any party may change its address for such communications by giving notice to the other party in conformity with this section.

NOTICE TO CONTRACTOR

Kevena Samuel
1414 Lee Road 6
Auburn, AL 36832

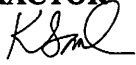
NOTICE TO UCR PLAN

G. Scott Morris
P. O. Box 304260
Montgomery, AL 36130-4260

CAUTION: THIS AGREEMENT AFFECTS YOUR RIGHTS TO INNOVATIONS YOU MAKE PERFORMING YOUR SERVICES, AND RESTRICTS YOUR RIGHT TO DISCLOSE OR USE UCR PLAN'S CONFIDENTIAL INFORMATION DURING OR SUBSEQUENT TO YOUR SERVICES.

CONTRACTOR HAS READ THIS AGREEMENT CAREFULLY AND UNDERSTANDS ITS TERMS. CONTRACTOR HAS COMPLETELY FILLED OUT EXHIBIT D TO THIS AGREEMENT.

CONTRACTOR



SIGNATURE OF CONTRACTOR

Kevena Samuel
CONTRACTOR (Print Name)

UNIFIED CARRIER REGISTRATION PLAN



SIGNATURE

By: G. Scott Morris
Its: Director and Depository Subcommittee Chair

EXHIBIT A
Description of Services

Independent Contractor Agreement between Unified Carrier Registration Plan ("**UCR Plan**"), and Kevena Samuel ("**Contractor**") dated as of May 19, 2015.

Services to be provided by Contractor:
As set forth herein below.

Additional Services may be added by parties by mutual agreement in writing.

Term of Agreement: Completion of Services

Work product to be delivered by Contractor and schedule for Completion of Services:

- a. **Identify & Set-up the most cost-effective cloud based accounting system** which is able to process Project Costing/Funding Tracking, Payables, Invoicing for all State Participants and bank reconciliations. This system should also have potential to facilitate some Human Resources functions. Estimated Time 8 to 12 hours.
- b. **Create a Chart of Accounts** which includes a General Fund (from sufficient funds) and system for tracking each State's payments, disbursements and expenses. Estimated Time 45 to 60 hours.
- c. **Design a system for processing outgoing payments** which will provide coding and referencing, create a paper trail for system audits/regular reconciliations and comply with GAAP (generally accepted accounting principles). Estimated Time 30-40 hours.
- d. **Use spreadsheets and data from 2007 through 2015 to be merged into the new cloud-based accounting system.** Each year will be compared with archived bank reconciliations and other data to ensure accuracy. Estimated Time 160 to 200 hours.
- e. **Compose a Procedures Manual** which includes financial training for all team members and overall guidelines for accounting staff. Estimated Time 30 to 40 hours.

UCR Plan Information (as defined in Section 2.1 of the Independent Contractor Agreement) may be utilized at Contractor's business premises provided that appropriate confidentiality procedures and arrangements are observed

EXHIBIT B
Payment

Independent Contractor Agreement between Unified Carrier Registration Plan, ("**UCR Plan**"), and Kevena Samuel ("**Contractor**") dated as of May 19, 2015.

Compensation

UCR Plan shall pay Contractor \$38 per hour due on or before May 29, 2015, and every two weeks thereafter.

Contractor shall provide to UCR Plan a statement of hours worked and a description of services performed on or before May 25, 2015, and every two weeks thereafter.

Contractor shall not work more than 300 hours pursuant to this agreement without written approval from UCR Plan. Contractor and UCR Plan shall confer on the status of work pursuant to this agreement upon Contractor completing 150, 200, and 250 hours of work.

Expenses

Contractor agrees to meet with representatives of UCR Plan upon request once per month at a location within one hundred (100) miles of Auburn, Alabama, at Contractor's expense.

Contractor will supply all tools, equipment, and supplies required to perform the services under this Agreement.

Contractor will pay the expenses related to any accounting software or web based accounting application recommended by Contractor pursuant to this Agreement. UCR Plan shall reimburse Contractor for these expenses. Contractor and UCR Plan agree to transition the payment of any ongoing expenses related to any accounting software or web based accounting application from Contractor to UCR Plan prior to the expiration of the term of this Agreement. Contractor will have no obligation for payment of any such expenses after the expiration of this Agreement.

UCR Plan may require Contractor to travel to a location beyond one hundred (100) miles from Auburn, Alabama in order to meet with representatives of UCR Plan. UCR Plan will reimburse any such travel expenses of Contractor in accordance with its travel policy.

EXHIBIT C
Form of Confidentiality and Work for Hire Agreement

The undersigned ("Individual") has sought employment (or continued employment as the case may be) with Kevena Samuel ("Consultant"), and Consultant has offered to engage (or continue the engagement of) the services of Individual on terms, including as to compensation, that are satisfactory to both, and for a period terminable at will by either party; and

In connection with such relationship, UCR Plan wishes to have Individual provide certain services for the benefit of a client of Consultant, Unified Carrier Registration Plan ("UCR Plan");

NOW THEREFORE, in consideration of the mutual covenants and benefits contained herein (e.g., Individual being permitted to work, at least for some period, on the UCR Plan account), the parties agree as follows:

1. Confidential Information. Individual acknowledges that through the relationship described herein, Individual will obtain access to certain "Confidential Information" regarding the business affairs of UCR Plan or its affiliates, including without limitation information relating to discoveries, developments, designs, improvements, inventions, formulas, software programs, processes, techniques, know-how, data, research techniques, customer and supplier lists, marketing, sales or other financial or business information, scripts, any all derivatives, improvements and enhancements to any of the above, and other proprietary information of a similar nature. Confidential Information shall not include any information which (a) at the time of disclosure, is in the public domain through no fault of Individual; (b) Individual can show was in its possession at the time of disclosure or is independently derived or developed by Individual, and was not acquired, directly or indirectly, from UCR Plan; or (c) was received by Individual from a third party having the legal right to transmit the same. It is agreed that all such Confidential Information is special, unique and an asset owned solely by UCR Plan.

2. Covenant of Non-Disclosure. Individual agrees that Individual will retain all Confidential Information in confidence; not disclose any Confidential Information to any third party without UCR Plan's permission; not use any Confidential Information for any purpose other than performing Individual's duties as a UCR Plan employee on behalf of UCR Plan; use Individual's best efforts to limit access to Confidential Information to those who have a need to know the information for the business purposes of UCR Plan; return all tangible objects and copies thereof containing Confidential Information to UCR Plan upon request by the UCR Plan or UCR Plan; and upon termination of the Individual's relationship with the UCR Plan or upon termination of the relationship between the UCR Plan and UCR Plan, not duplicate any Confidential Information without prior approval from the UCR Plan; and honor Individual's promises under this Agreement both during and after the employment relationship. Notwithstanding the provisions of this Paragraph, Individual shall not be deemed in violation of this Paragraph for disclosing Confidential Information pursuant to a subpoena or court order, provided that Individual provides UCR Plan with reasonable prior notice of such subpoena or court order so that UCR Plan may challenge such subpoena or court order.

3. Ownership of Creations. Individual agrees that all developments, ideas, copyrightable creations, works of authorship, and other contributions (herein collectively referred to as "Creations"), whether or not copyrighted or copyrightable, conceived, made, developed, created or acquired by Individual, either individually or jointly, during any employment by or under any agreement with Consultant and which relate in any manner to the Individual's work for UCR Plan on Consultant's behalf (regardless of the extent developed at UCR Plan facilities, at Individual's home, or elsewhere), shall be deemed to be a work made for hire initially owned by Consultant (subject to Consultant's obligation to

Exhibit C

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assign it to UCR Plan). To the extent that this provision does not effectively transfer such rights, Individual does hereby sell, assign, and transfer to the UCR Plan Individual's entire right, title and interest (worldwide) in and to such Creations and all intellectual property rights thereto.

4. Severability; Assignability. If any term or provision of this agreement or its application thereof to any person or circumstance shall be deemed invalid or unenforceable, the remainder of the agreement shall not be affected thereby, and each term and provision of this contract shall be valid and enforceable to the fullest extent permitted by law. The covenants and agreements contained herein shall be assignable to, inure to the benefit of and may be enforced by the successors and assigns of the UCR Plan and UCR Plan.

INDIVIDUAL

By: _____
Name: _____
Title: _____

CONSULTANT

By: KSm _____ Kevena Samuel
Title: contractor _____

EXHIBIT D
Prior Inventions and Conflicting Relationships

1. **Prior Innovations.** Except as set forth below, I acknowledge at this time that I have not made or reduced to practice (alone or jointly with others) any inventions or innovations relevant to any Services under this Agreement (if none, so state):

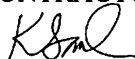
N/A

2. **Conflicting Relationships.** Except as set forth below, I acknowledge that I have no other current or prior agreements, relationships or commitments which conflict with my relationship with UCR Plan under this Agreement (if none, so state):

N/A

Dated: May 19, 2015

Kevena Samuel
CONTRACTOR (Print Name)



SIGNATURE OF CONTRACTOR