

INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contractor Agreement (this “**Agreement**”) is entered into effective as of June 4, 2018 (the “**Effective Date**”), by and between the **SerenityNOW! In-Home Massage & Wellness, LLC**, a Texas limited liability company (the “**Company**”), and _____, an individual (the “**Contractor**”).

It is hereby agreed between the Company and Contractor as follows:

1. Term.

1.1 Subject to earlier termination as provided herein, this Agreement is effective on the Effective Date and shall remain in effect for an initial term of one (1) year, provided that this Agreement shall be renewed automatically upon the expiration of the initial term or any renewal term for successive renewal terms of one (1) year each.

1.2 Either party may terminate this Agreement for any reason or no reason on two (2) weeks’ written notice to the other party.

1.3 Upon a breach by either party of any obligation under this Agreement, the non-breaching party may terminate this Agreement immediately, effective upon written notice to the breaching party.

2. Services and Compensation.

2.1 During the term of this Agreement, Contractor shall provide the services of a massage therapist within the scope of Contractor’s licensure and in accordance with the requirements of the SerenityNOW! In-Home Massage & Wellness, LLC Contractor Information and Guidelines (as may be amended from time to time, the “**Guidelines**”). The current version of the Guidelines is attached hereto as Exhibit A; changes in the Guidelines will become effective as to Contractor at such time as the Company provides Contractor with notice of such changes.

2.2 The Company may request Contractor to perform services for the Company at any time and any location, and Contractor may accept or reject requested engagements at his or her sole discretion. If Contractor accepts any such engagement, Contractor is responsible for providing the services during the scheduled time at the scheduled location or arranging for a replacement massage therapist who is also an independent contractor of the Company.

2.3 For all massage services performed by Contractor during the term of this Agreement, the Company shall pay Contractor, as Contractor’s sole consideration from Company under or with respect to this Agreement, the fees set forth on Exhibit B.

2.4 On the 1st and the 15th of each month, the Company will pay Contractor in arrears for services performed. Contractor must submit an invoice for all services performed by 12:00 PM on the Tuesday immediately preceding the scheduled payment date. Invoices should be emailed to invoices@serenitynowmassage.biz.

2.5 The Company shall have the right to withhold any payment to Contractor in the event Contractor is in breach of any of Contractor’s obligations to the Company hereunder and may offset any such amounts against any amounts owed by the Company to Contractor. The Company is not obligated to use Contractor’s services, and the Company makes no guarantee regarding a minimum or maximum number of hours it shall require Contractor to work under this Agreement.

3. Independent Contractor; Insurance Requirements.

3.1 Contractor is an independent contractor. This Agreement shall not create an employment, partnership or joint venture relationship between the parties. The Company shall not control or direct the details and means by which Contractor performs Contractor’s services. Contractor is responsible for procuring and maintaining, at the sole expense of Contractor, (a) a valid license in massage therapy issued to Contractor by the Texas Department of Health, (b) professional liability insurance coverage in a minimum amount of \$1,000,000 per occurrence and \$2,000,000 in the aggregate, and (c) any other licenses or certifications required by law with respect to the services provided under this Agreement, including but not limited to appropriate certifications required to provide any specialty massage or other therapy services. Contractor shall be solely responsible for the conduct, performance, wages, payroll and other taxes, fringe benefits, workers’ compensation insurance, work and performance schedules, and work conditions of Contractor and (without limitation of Section 11.9) any of Contractor’s assistants, partners or employees. Without limitation of the foregoing, Contractor acknowledges that Contractor has no authority to enter into contracts on behalf of the Company in any respect. Contractor may not make, use or distribute marketing materials that include references to the Company, or hold himself or herself out as an agent of the Company, in each case without the Company’s prior written approval.

3.2 Before Contractor first provides services hereunder, Contractor will provide evidence to the Company that Contractor has added “SerenityNOW! In-Home Massage & Wellness, LLC” with an address of P.O. Box 70013, Houston, TX 77270 as an additional insured on Contractor’s professional liability insurance policy, with a waiver of subrogation in favor of the Company. Contractor will maintain such insurance policy and will not remove, or allow to be removed, such “additional insured” designation or waiver of subrogation during the term of this Agreement.

4. Non-Exclusive. This Agreement shall not limit Contractor's right to provide services for others, and the Company expressly acknowledges that Contractor may provide similar or identical services to other businesses, provided that such services are not inconsistent with Contractor's obligations under this Agreement (including without limitation Contractor's obligations with respect to timely performance of services, availability, confidentiality and non-solicitation), and provided that Contractor complies with all of Contractor's obligations under this Agreement.

5. Confidential Information. The Company may provide or Contractor may acquire information and materials from the Company and knowledge about the Company's business including, but not limited to, products, services, procedures, training, research, customers, employees and suppliers of the Company and confidential information of third parties in the Company's possession. Any such information, if the same is marked or otherwise designated (orally, in writing, or otherwise) as confidential or if due to its nature or the circumstances under which it is disclosed or obtained should reasonably be considered to be confidential in nature, shall be "Confidential Information" for purposes of this Agreement. Without limitation of the foregoing, all terms of this Agreement, including, without limitation, provisions relating to compensation, are hereby designated as Confidential Information. Contractor shall maintain in strict confidence, and shall use and disclose only as authorized by Company, all Confidential Information. Contractor shall require Contractor's personnel to agree to do likewise and shall be responsible for any breach of such obligations by such personnel. Notwithstanding the foregoing restrictions, Contractor may disclose any Confidential Information to the extent required by an order of any court or other governmental authority, provided that Contractor gives the Company reasonable and prompt prior written notice of such order and the opportunity to contest or limit such disclosure, cooperates with the Company in connection with the same and complies with any protective order (or equivalent) imposed on such disclosure. Upon the expiration or termination of this Agreement, Contractor shall immediately return to the Company all Confidential Information obtained by Contractor or Contractor's employees or agents. Contractor acknowledges and agrees that a breach by Contractor of any of the promises or agreements contained in this Section 5 may result in irreparable and continuing damage to the Company for which there shall be no adequate remedy at law and, in the event of such breach, the Company shall be entitled to injunctive relief, and such other and further relief as may be proper (including monetary damages if appropriate). In performing services under this Agreement, Contractor shall not use or disclose any confidential or proprietary information of any third party.

6. Return of Documents. Contractor agrees that upon the expiration or termination of this Agreement (for whatever reason), Contractor shall leave with the Company, without limitation, all Company property, work product, Confidential Information, records, files, memoranda, reports, price lists, customer lists, supplier lists, documents and other information, in whatever form (including, without limitation, on computer disc), and any and all copies thereof, by whomever prepared, or if such items are not on the premises of the Company, Contractor agrees to return such items immediately upon the termination of the Agreement or upon demand by the Company. Contractor acknowledges that all such items are and remain the property of the Company.

7. Taxes. Contractor shall be responsible for and pay all costs of conducting Contractor's business, including but not limited to, the expense and responsibility for any and all applicable insurance, city, county, state and federal licenses or permits, and all taxes and assessments of any and all governmental authorities. Contractor is responsible for the payment of Contractor's self-employment taxes, including without limitation, income taxes, unemployment taxes, workers' compensation taxes, social security taxes and business and occupation taxes, and shall indemnify and hold the Company harmless from any loss, liability, claim cost or expense with respect to any of the foregoing. The Company shall issue a Form 1099 to Contractor for all payments to Contractor under this Agreement.

8. Equipment; Expenses. Contractor is responsible for furnishing Contractor's own equipment, materials and supplies needed to perform the services under this Agreement. The Company shall reimburse the Contractor only for expenses that were requested and approved by the Company in advance.

9. Representations, Warranties and Indemnification.

9.1 Contractor represents and warrants to the Company that (a) Contractor has full power, authority and capacity to enter into and perform under this Agreement as evidenced by each party's authorized representative's signature below and that each Statement of Work will not conflict; (b) Contractor's execution, delivery and performance of this Agreement shall not constitute a breach or violation of or a default under, or an event which with the passage of time, the giving of notice, or both, would result in a breach or violation of or default under, or otherwise conflict with, any contract or agreement to which Contractor is a party or by which Contractor is bound (including without limitation any agreements relating to the confidential or proprietary information of a third party); and (c) this Agreement is a legal, valid and binding obligation of Contractor, enforceable against Contractor in accordance with its terms.

9.2 Contractor, at its own expense, shall defend, indemnify and hold the Company and its managers, members, employees shareholders, officers, directors, subsidiaries and agents (other than Contractor) harmless from and against all losses, liabilities, claims, costs and expenses arising out of or resulting from (a) any and all cause of action, judgments, suits, claims, demands, investigations, proceedings, regulatory actions, of any nature whether sounding in contract or in tort, including death, brought against any Indemnitee ("Claim") by a third party that is based upon or related to any breach, negligent act or omission or willful misconduct by Contractor, (b) any violation of applicable law by Contractor, and/or (c) any action by a third party that is based upon the services provided or other actions taken by Contractor

under this Agreement. Contractor shall be obligated to indemnify the Company and any other person or entity indemnified hereunder for any of the foregoing regardless of whether the losses, liabilities, claims, costs or expenses in question arise in whole or in part from any negligent act or omission of an indemnified person or entity, from strict liability in tort of an indemnified person or entity, or otherwise, but in such event Contractor's contractual obligations under this Section shall not extend to that portion of the loss, liability, claim, cost or expense that results from the negligent act or omission of an indemnified person or entity.

9.3 Limitation of Liability. IN NO EVENT SHALL COMPANY BE LIABLE UNDER ANY THEORY OF LIABILITY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ANY SUCH DAMAGES ARISING FROM BREACH OF CONTRACT OR WARRANTY OR FROM NEGLIGENCE OR STRICT LIABILITY), INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS, REVENUE, DATA, OR USE, OR FROM ANY DEFECT, ERROR, OR MALFUNCTION OF THE WELLNESS SERVICES OR COMPANY'S RENDERING OF PROFESSIONAL OPINIONS, JUDGMENTS OR CONCLUSIONS IN ACCORDANCE WITH A PARTICULAR SCOPE OF SERVICES HEREUNDER, EVEN IF COMPANY OR ANY OTHER PERSON HAS BEEN ADVISED OR SHOULD KNOW OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT AS EXPRESSLY SET FORTH HEREIN, COMPANY MAKES NO, AND SPECIFICALLY DISCLAIMS, ALL EXPRESS AND IMPLIED WARRANTIES OF EVERY KIND RELATING TO COMPANY'S RENDERING OF PROFESSIONAL OPINIONS, JUDGMENTS OR CONCLUSIONS IN ACCORDANCE WITH A PARTICULAR SCOPE OF SERVICES HEREUNDER (INCLUDING, WITHOUT LIMITATION, ACTUAL AND IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT), AS WELL AS ANY WARRANTIES THAT THE WELLNESS SERVICES OR THE PROFESSIONAL OPINIONS, JUDGMENTS OR CONCLUSIONS (OR ANY ELEMENTS THEREOF) RENDERED BY COMPANY WILL ACHIEVE A PARTICULAR RESULT, OR WILL BE ERROR-FREE. UNDER NO CIRCUMSTANCES SHALL THE TOTAL AMOUNT PAID BY COMPANY FOR ANY LIABILITY UNDER THIS AGREEMENT EXCEED THE AMOUNT OF ALL FEES AND EXPENSES ACTUALLY PAID OR PAYABLE TO CONTRACTOR BY COMPANY UNDER THIS AGREEMENT.

10. Non-Solicitation. In consideration of the Company's retention of Contractor under this Agreement, disclosure of Confidential Information and other valuable consideration, Contractor agrees that during the term of this Agreement and for a period of two (2) years immediately following termination or expiration of this Agreement, Contractor shall not, directly or indirectly, on behalf of Contractor or any other person or entity, as owner, operator, manager, employee, agent, consultant, salesperson, officer, director or otherwise, induce, solicit, contact, influence, accommodate or encourage any client, customer, employee or contractor to terminate or modify in a manner adverse to the Company any contractual or other relationship with the Company or otherwise materially interfere with relations of the Company and its clients and customers for purposes of providing any products or services which may compete with the Services or any and all products or services related thereto which are being offered by company during the same time period. Contractor acknowledges, understands and agrees that a breach by Contractor of any of the promises or agreements contained in this **Section 10** may result in irreparable and continuing damage to the Company for which there shall be no adequate remedy at law and, in the event of such breach, the Company may be entitled to injunctive relief equal to the greater of (i) twenty-five thousand dollars (\$25,000) and (ii) the aggregate value of annual compensation paid or payable to such employee or Contractor by the customer or client of Company employing or engaging with such employee or Contractor. In addition to such relief, Contractor agrees that if it violates this **Section 10**, appropriate relief will include a temporary restraining order, preliminary injunction and permanent injunction, and Contractor expressly waives any security that might otherwise be required of Company in connection with such relief. Contractor will be responsible for all attorneys' fees, costs and expenses incurred by Company by reason of any action brought to enforce this Section 8 by Company, and that Company will be entitled to any such additional relief that a court deems appropriate. Nothing in this Section 8 shall prohibit or restrict any employee of Contractor or any Contractor from directly providing Services to an employee of Company's customers or clients provided such employee requests or receives such services in their individual capacity and not as a benefit of their employment with such customer or client of Company.

11. Miscellaneous.

11.1 The failure of either party to this Agreement to enforce at any time any of its provisions or terms shall not be construed to be a waiver of such provision or term, nor of the right of either party to later enforce such term or provision.

11.2 The Company shall own and have exclusive rights to all work product, proprietary information or Confidential Information developed or contributed to by Contractor, alone or with others, during the performance of this Agreement (collectively, "Work Product"). To the maximum extent that any of the Work Product may be considered a "work made for hire" for the benefit of the Company under applicable copyright law, it shall be considered a "work made for hire" for the benefit of the Company, the copyright of which shall be owned solely, completely, and exclusively by the Company. To the extent that any of the Work Product is not considered a "work made for hire" for the benefit of the Company under applicable copyright law, all worldwide right, title, and interest that Contractor may have in and to the Work

Product are hereby automatically and irrevocably assigned, conveyed, and otherwise transferred completely and exclusively to the Company. To the extent deemed necessary by the Company, Contractor agrees to execute any and all documents reasonably requested by the Company to effect or confirm the foregoing.

11.3 Any request for service or referral received by Contractor during Contractor's performance of services under this Agreement, or from any customers of the Company, shall be considered the property of the Company, and Contractor shall report any such request or referral to the Company as soon as reasonably possible and shall not provide or agree to provide any related services in response to such request or referral (other than as a contractor of the Company) without the prior written request of the Company; *provided, however*, that this Section 11.3 shall not apply to table massage services or requests or referrals for table massage services.

11.4 This Agreement shall be governed by the laws of the State of Texas without regard to principles of conflicts of laws and is performable in Harris County, Texas. Venue for enforcement of this Agreement shall be proper in any state or federal court in Harris County, Texas.

11.5 If any provision of this Agreement is held to be unenforceable, the remaining provisions shall nevertheless continue to be valid and enforceable and a new provision shall be deemed added that shall accomplish the intent of the provision so deleted to the maximum extent permitted by law.

11.6 Each party's obligations hereunder are in addition to, and not exclusive of, any and all of such party's other obligations and duties to the other party, whether express, implied, in fact or in law.

11.7 This Agreement represents and contains the entire understanding between the parties in connection with its subject matter. The parties expressly acknowledge that there are no oral or other written agreements, understandings or representations regarding such subject matter. For the avoidance of doubt, if Contractor and the Company are (or during the term of this Agreement become) parties to an employment agreement whereby Contractor serves as an employee of the Company, this Agreement and such employment agreement shall exist independently and be enforceable in accordance with their respective terms. The parties acknowledge that they have not relied upon any representation or statement not set forth in this Agreement made by the other party or that party's agent. This Agreement may not be altered or modified except in a written document signed by both parties.

11.8 This Agreement may be signed in multiple counterparts, which shall be construed together as one instrument.

11.9 The services to be performed by Contractor under this Agreement are personal in nature and are to be performed solely by the individual executing this Agreement. Contractor may not assign or subcontract this Agreement or any of Contractor's rights or obligations hereunder, in whole or in part, without the prior written consent of the Company, and any attempt to do so shall be void but shall constitute a breach of this Agreement. Subject to the foregoing, this Agreement shall be binding on, and inure to the benefit of, the parties and their respective heirs, successors, and assigns.

11.10 Any headings contained in this Agreement are for reference purposes only and shall not be construed to affect the meaning or interpretation of this Agreement. This Agreement has been negotiated by the parties and shall be interpreted in accordance with its terms without any strict construction in favor of or against either party.

11.11 Notwithstanding anything to the contrary in this Agreement, termination or expiration of this Agreement shall not affect any of the parties' respective rights or obligations (i) with respect to any prior breach of this Agreement; or (ii) under Sections 3.1, 5-7, and 9-13 of this Agreement, all of which shall survive expiration or termination.

12. **Notices.** Any notice necessary under this Agreement shall be in writing and shall be considered delivered three (3) days after mailing if sent by certified mail, postage prepaid, return receipt requested, or when received, if sent by electronic transmission, telecopy, prepaid courier, express mail or personal delivery to the following addresses or to such other address as the receiving party may designate by notice to the sending party:

If to the Company:

SerenityNOW! In-Home Massage & Wellness, LLC
P.O. Box 70013
Houston, Texas 77270
Attention: Christina Cantu
E-mail: chris@serenitynowmassage.biz

If to the Contractor, to the address set forth on the signature page hereto.

13. Attorneys' Fees. The prevailing party in any legal proceedings brought by or against the other party to enforce any provision of this Agreement shall be entitled to recover against the non-prevailing party the reasonable attorneys' fees, court costs and other expenses incurred by the prevailing party.

[Signature page follows]

IN WITNESS WHEREOF, the parties have executed this Agreement _____ to be effective as of the Effective Date.

COMPANY:

SERENITYNOW! IN-HOME MASSAGE & WELLNESS, LLC.

By: _____

Name: Christina Cantu

Title: Owner and President

CONTRACTOR:

By: _____

Address: _____

E-mail address: _____

EXHIBIT A

Guidelines

- 1. Chairs and tables must be sanitized before each massage.**
- 2. Clean face cradle covers must be used for each massage.**
- 3. A brief, verbal health interview of the client must be performed before each massage.**
- 4. A Health Release and Waiver form must be signed by the client before each massage, and therapist must make sure that client understands it and discloses all possible contraindications.**
- 5. If the client discloses a condition or contraindication (including pregnancy) that falls outside of therapist's training and comfort zone, therapist must refuse to perform the massage.**
- 6. At all times while providing services to Company clients, therapist will wear a Company shirt that may be purchased from the Company's supplier. Alternatively, Therapist may wear plain black scrubs; yoga pants and sweat pants are not acceptable. All clothes must be clean, neat and presentable. Therapist must wear close-toed shoes.**
- 7. Contractor must arrive at the designated location early enough to set up any necessary equipment and be ready to perform services at the scheduled start time for such services, but not later than fifteen minutes prior to start time.**
- 8. The Company does not require that all therapists use the same or similar massage techniques. Techniques are left to the individual therapists' discretion, training and abilities.**

CONTRACTOR SIGNATURE

DATE

EXHIBIT B

Fees

1. For all services provided pursuant to this Agreement, the Company will pay Contractor fees at a rate to be agreed upon by the Company and Contractor prior to the provision of such services. This Agreement sets forth the terms and conditions pursuant to which Contractor agrees to provide to Company and Company agrees to acquire from Contractor, from time-to-time, Services. Each purchase of Services under this Agreement will be defined in a Statement of Work, which shall be in writing, and incorporated herein by this reference (“Statement of Work”). A Statement of Work shall contain certain agreed upon terms for each project initiated by Company under a Customer Service Agreement, including without limitation, the type of Services desired by Company, agreed upon deliverables, if any (hereinafter “Deliverables”), estimated timelines, and pricing and payment terms. Each Statement of Work shall be executed separately, sequentially numbered and, when so executed by both parties and delivered by Contractor to Company will be incorporated herein by reference and shall become a part of this Agreement and binding upon the parties. Only the terms and conditions contained in a Statement of Work shall supersede any conflicting terms and conditions in this Agreement but only to the minimum extent necessary to harmonize the terms in such Statement of Work with the terms contained herein. Each Statement of Work together with the terms and conditions of this Agreement, shall constitute and be construed as a separate agreement consisting of the terms and conditions contained in such Statement of Work together with the terms of this Agreement.

2. Contractor shall retain one hundred percent (100%) of all gratuities received by Contractor for services rendered to Company customers.

CONTRACTOR SIGNATURE

DATE
