

INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contractor Agreement (the "Agreement") is made as of this date _____
("Effective Date")

by and between Immortal Wellness ("IW"), 369-B 3rd Street, Suite 704 San Rafael, CA 94901
and an Independent Contractor, (your name) _____

Address: _____

Telephone: _____ SSN or EIN _____

IN CONSIDERATION of the promises and mutual covenants and agreements contained herein, the parties agree as follows:

ARTICLE I TERMS AND PERFORMANCE

- 1.1 Contract Duration. The services called for under this Agreement shall commence on _____ (date) and terminate on _____ (date).
- 1.2 Performance. Immortal Wellness desires that the Independent Contractor perform, and the Independent Contractor agrees to perform, the following work:
- 1.3 Technical Direction. The Independent Contractor shall receive technical direction ONLY from the Immortal Wellness Team or his or her designee, as authorized in writing.
- 1.4 Reports. The Independent Contractor, when directed, shall provide written reports with respect to the services rendered hereunder.
- 1.5 Payment Terms. Immortal Wellness shall pay the Independent Contractor according to the following terms and conditions.
- 1.6 Reimbursement of Expenses. Immortal Wellness shall **not** be liable to the Independent Contractors for any expenses paid or incurred by the Independent Contractor unless otherwise agreed to in writing.
- 1.7 Termination of Agreement. This Agreement may be terminated at any time by Immortal Wellness or the Independent Contractor by written notice to the other party. Notice shall be deemed to have been sufficiently given either when served personally or when sent by first-class mail or email addressed to the parties at the addresses set forth in this Agreement. Immortal Wellness shall not be liable for, nor shall the Independent Contractor be liable to perform, any services or expenses incurred after the receipt of notice of termination.

ARTICLE II DUTIES AND TAXATION LIABILITIES

- 2.1 Independent Contractor Status. The Independent Contractor expressly represents and warrants to Immortal Wellness that (1) Independent Contractor is not and shall not be construed to be an employee of Immortal Wellness and that the status shall be that of an Independent Contractor solely responsible for their actions and inactions; (2) the Independent Contractor shall act solely as an Independent Contractor, not as an employee or agent of Immortal Wellness; and (3) the Independent Contractor is not authorized to enter into contracts or agreements on behalf of Immortal Wellness or to otherwise create obligations of Immortal Wellness to third parties.
- 2.2 Federal, State, and Local Payroll Taxes. Immortal Wellness shall not withhold or pay Federal, State, or Local income taxes or payroll taxes of any kind on behalf of the Independent Contractor or the employees of the Independent Contractor. Immortal Wellness shall not treat the Independent Contractor as an employee with respect to services performed hereunder for Federal, State, or Local tax purposes.
- 2.3 Independent Contractor Tax Duties and Liability. The Independent Contractor understands that he or she is responsible to pay, according to law, the Independent Contractor's Federal and State income taxes, and that Immortal Wellness is not withholding or paying any portion of the Independent Contractor's taxes. If the Independent Contractor is not a corporation, the Independent Contractor further understands that the Independent Contractor may be liable for self-employment, Social Security, tax; this must be paid by the Independent Contractor according to the law.
- 2.4 Workers Compensation. No workers' compensation insurance shall be obtained by Immortal Wellness covering the Independent Contractor or employees of the Independent Contractor. The Independent Contractor shall comply with the workers' compensation law concerning the Independent Contractor and the employees of the Independent Contractor.
- 2.5 Security Regulations. The Independent Contractor shall comply with applicable security regulations of Immortal Wellness.

ARTICLE III CONFIDENTIALITY/CONFLICTS OF INTEREST

- 3.1 Confidential Matters/Proprietary Information. The Independent Contractor recognizes that during the course of contract performance, the Independent Contractor may acquire knowledge of confidential business information or trade secrets. The Independent Contractor agrees to keep all confidential information in a secure place and further agrees not to publish, communicate, divulge, use, or discharge, directly or indirectly, for the Independent Contractor's own benefit or for the benefit of another, either during or after contract performance, any confidential business information or trade secrets. Upon

termination or expiration of this Agreement, the Independent Contractor shall deliver all records, data, information, and other computer media or documents produced or acquired during the performance of this Agreement and all copies thereof to Immortal Wellness. Such material shall remain the property of Immortal Wellness. This obligation of confidence shall not apply with respect to information that (1) is available to the Independent Contractor from third parties on an unrestricted basis; or (2) is disclosed by Immortal Wellness to others on an unrestricted basis.

- 3.2 Conflicts of Interest. The Independent Contractor shall not act as an agent for, consultant to, or as an officer, employee, or other representative of any subcontractor or supplier to Immortal Wellness, or serve in any of the foregoing capacities for any of Immortal Wellness's competitors or prospective competitors, without giving proper written notification to Immortal Wellness. The Independent Contractor hereby warrants that there is no conflict of interest between the Independent Contractor's other employment, if any, or other contacts, if any, and the activities to be performed hereunder. The Independent contractor shall advise Immortal Wellness of interests that arise in the future.

ARTICLE IV MISCELLANEOUS

- 4.1 Merger of Agreement. This Agreement supersedes all prior written or oral agreements, if any, between the parties and constitutes the entire agreement between the parties except for the Immortal Wellness Affiliate Agreement. This Agreement cannot be changed or modified orally. This Agreement may be supplemented, amended, or revised only in writing by agreement of the parties.
- 4.2 Assignability. This Agreement shall not be transferred or assigned, in whole or in part, by the Independent Contractor without prior written consent of Immortal Wellness.
- 4.3 Choice of Law. Any dispute under this Agreement, or related to this Agreement, shall be decided in accordance with the laws of the State of California.

IN WITNESS WHEREOF this Agreement has been executed on the date first above written.

INDEPENDENT CONTRACTOR

Signature _____

Printed Name _____

Date _____