This Independent Contractor Agreement does not, and is not intended to, constitute legal advice; instead, all information, content, and materials provided by Less Pain More Gain, LLC with respect to this Agreement is for general informational purposes only. The content of this Agreement may not constitute the most up-to-date legal or other information.

Users of this Agreement should contact their attorney to obtain advice with respect to its usage and applicability in the user’s respective jurisdiction. No user of this Agreement should act or refrain from acting on the basis of information provided by Less Pain More Gain, LLC with respect to the use of this Agreement without first seeking legal advice from counsel in the relevant jurisdiction.  Only your individual attorney can provide assurances that the information contained herein – and your interpretation of it – is applicable or appropriate to your particular situation.  Use of this document does not create an attorney-client relationship between the user and Less Pain More Gain, LLC.

**INDEPENDENT CONTRACTOR AGREEMENT**

**THIS INDEPENDENT CONTRACTOR AGREEMENT** (this “***Agreement***”) is made and entered into on [ENTER EFFECTIVE DATE] (the “***Effective Date***”) by and between: (1) [ENTER HIRING PARTY NAME] (hereinafter the “***Hiring Party***”), located at [ENTER HIRING PARTY ADDRESS] and (2) [ENTER CONTRACTOR NAME] (hereinafter the “***Contractor***”), located at [ENTER CONTRACTOR ADDRESS] (collectively referred to herein as the “***Parties***,” and individually as a “***Party***”).

# 1. **CONTRACTOR’S DUTIES**. Hiring Party has engaged Contractor to perform those services described in the ***Statement of Work - 1*** attached as **EXHIBIT A** to this Agreement (the “***SOW***”) in accordance with the specifications described therein. Hiring Party may engage Contractor to perform additional services, if agreed upon by the Parties (all services performed by Contractor hereunder shall be referred to as the “***Services***”). All Services will be performed to the best of the Contractor’s abilities in accordance with generally accepted professional standards and in an expeditious and economical manner. Contractor agrees that Contractor shall submit any and all documentation and/or files as required by the Hiring Party in connection with the services (i.e., identification, tax forms, etc.).

# 2. **RELATIONSHIP OF PARTIES**. Contractor acknowledges that Contractor’s Services are being provided as an independent contractor, and that nothing in this Agreement shall create an employer-employee, partnership or joint venture relationship between Contractor and Hiring Party. Contractor further acknowledges that Contractor will be under the control of Hiring Party only as to the results of the Services that Contractor performs under this Agreement, and not as to the means by which such results are accomplished. Contractor shall have no claim against Hiring Party under this Agreement or otherwise for workers’ compensation insurance, unemployment insurance or compensation, paid time off, vacation time, vacation pay, sick leave, stock options, stock benefits or other ownership rights, retirement benefits, health or life insurance, social security benefits, disability insurance benefits or any other employee benefit. Contractor and Hiring Party understand that the Services are not the exclusive activity of Contractor, and that Contractor may undertake other business activities during the term of this Agreement that are not in conflict with Contractor’s Services to Hiring Party.

# 3. **TERM**. The Agreement shall commence on the Effective Date and shall continue for the term described in the SOW, if any, or the Agreement is terminated in accordance with Section 4 below.

3.1 ***Survival***. Contractor’s obligations under Sections Seven (7), Eight (8), Nine (9) and Ten (10) shall survive the termination of this Agreement.

# 4. **TERMINATION**. Contractor may terminate this Agreement at any time, with or without cause, upon ***fourteen (14) days’*** prior written notice. Hiring Party may terminate this Agreement, at any time, with or without cause, immediately upon written notice. Upon any such termination, Contractor will deliver to Hiring Party all Materials (as defined below) in their current state of completion. Contractor understands and agrees that if this Agreement is terminated by Hiring Party pursuant to this Section 4, Contractor will have no right to any compensation other than undisputed compensation for Services that Contractor has already performed, and for which Contractor has not been paid, at the time of such termination. Thereafter, Hiring Party shall have no further obligations to Contractor under this Agreement.

# 5. **PAYMENTS**. Payment for the Services will be made on the following basis:

# 5.1 ***Contractor Compensation****.* As compensation for the Services rendered by the Contractor pursuant to this Agreement, Contractor shall be paid as follows: [ENTER APPLICABLE COMPENSATION STRUCTURE FOR CONTRACTOR]. Such payment shall be sent to Contractor by the Hiring Party via [ENTER APPLICABLE PAYMENT METHOD(S)] on a [ENTER APPLICABLE BASIS] basis.

5.2 ***No Withholding***. Contractor acknowledges and agrees that Contractor is solely responsible for payment of Contractor’s income taxes and any other taxes. Contractor acknowledges that Hiring Party shall not withhold on Contractor’s behalf any sums for any state or federal income tax, unemployment insurance tax, disability insurance tax, FICA (social security) or any state or federal welfare or health insurance program, nor will Hiring Party make any contributions to any of the foregoing with respect to Contractor’s payments under the Agreement.

# 6. **INTELLECTUAL PROPERTY RIGHTS**.

# 6.1 To the extent applicable, Contractor agrees that the results and proceeds of Contractor’s Services and all work product resulting therefrom, including videos, ideas, concepts, writings, images, artwork, designs, formats, and all files, data, materials, manuals, design notes and other items and documentation (related thereto or associated therewith) and all other materials, written or oral, which Contractor has created for or submitted to Hiring Party at any time, whether past, present or future in connection with the Services or Hiring Party’s business (collectively, the “***Materials***”) are “***works-made-for-hire***” (as defined in the United States Copyright Act of 1976, as amended) for Hiring Party. As “***works-made-for-hire***,” Contractor agrees that Hiring Party shall be deemed the author of the Materials and the sole and exclusive owner of all right, title and interest in the Materials, including all copyrights therein, and all derivative works thereof, throughout the universe in perpetuity. Contractor also expressly waives any and all so-called “*moral rights*” or any similar rights or principles of law which Contractor may now or later have in the Materials throughout the world. Hiring Party shall have the right to utilize (or not utilize) the Materials in such manner as Hiring Party, in its sole discretion, shall determine, with the right to make such changes in and uses of the Materials as it may choose and the right to exploit the Materials by any and all means, in any and all media, whether now known or hereafter devised, throughout the universe in perpetuity.

# 6.2 To the extent, if any, that the Materials are not deemed “***works-made-for-hire***” under the United States Copyright Act of 1976, as amended, and/or involve rights other than copyrights, and/or Contractor owns or controls any rights in the Materials, Contractor irrevocably and unconditionally grants, transfers, assigns, quitclaims and sets over to Hiring Party all rights of every kind and nature in and to the Materials, including without limitation all copyrights, trademarks, patents, intangible property rights, and all other property or intellectual property rights, throughout the universe in perpetuity. Contractor hereby waives any and all rights known as “***moral rights***” and any similar rights which Contractor may have in connection with the Materials.

# 6.3 All Services shall be performed by Contractor, employees of Contractor or independent contractors of Contractor who have entered into or will enter into agreements providing that such Services are being provided on a “***work for hire***” basis and/or containing any such other provisions as necessary to fully vest ownership of all intellectual property rights in the Materials to Hiring Party in accordance with Section 6.1 above and to comply with all confidentiality and non-disclosure obligations of Contractor hereunder.

# 6.4 Nothing herein shall grant Contractor any rights in or to any intellectual property owned or controlled by Hiring Party (“***Hiring Party IP***”), including any and all of Hiring Party’s ideas, concepts, writings, images, artwork, designs, formats, software, business models, trade secrets, copyrights, patents or trademarks, other than the right to incorporate such Hiring Party IP into the Materials, if necessary.

# 7. **CONFIDENTIALITY**.

# 7.1 ***Confidential Information***. In the course of providing Services to Hiring Party, Contractor may have acquired, or may acquire in the future, access to “***Confidential Information***.” “***Confidential Information***” includes, without limitation: (a) any “***trade secret***” as defined under relevant trade secret laws or regulations; (b) any information that has actual or potential economic value to Hiring Party from not being generally known to the public, to its competitors, or to other persons who can obtain economic value from its disclosure or use, or information that could cause injury to any of them if disclosed; (c) any and all information disclosed to Contractor or known by Contractor as a consequence of Contractor’s provision of Services to Hiring Party that is not generally known to competitors or the general public about Hiring Party’s businesses, finances, operations, employees, partners, services, research and independent projects, marketing, internal affairs, business affairs, legal affairs, partnerships, creative ideas, concepts, projects in development, advertising, promotional procedures, budgets; (d) any information about the personal lives of any of Hiring Party’s officers, directors or employees; and (e) any and all Confidential Information entrusted to Hiring Party by third parties (including clients). Confidential Information may be contained in written materials, handwritten notes, verbal communications, digital or tape recordings, the unwritten knowledge of employees, and/or any other tangible medium of expression, including, but not limited to, hard disk, soft disk drive mechanisms and/or internet cloud storage with or without PC sync.

# 7.2 ***Confidential Materials***. “***Confidential Materials***” include documents or other media or tangible items that contain or embody Confidential Information or any other information concerning the business, operations or plans of Hiring Party, whether such documents have been prepared by Contractor or by others.

# 7.3 ***No Disclosure or Use***. Contractor agrees that at all times, both during and after the time that Contractor is providing Services to Hiring Party, Contractor will cause each of its employees, contractors, agents, representatives to maintain all Confidential Information in strict confidence. Contractor will cause each of its employees, contractors, agents, representatives to not summarize, copy, disclose or otherwise communicate any Confidential Information to any person or entity, whether directly or indirectly, or use any Confidential Information except to the limited extent actually necessary to perform Services for Hiring Party. Moreover, if Contractor becomes aware that anyone is engaged in such unauthorized activity, Contractor shall inform an officer of Hiring Party immediately.

# 7.4 ***Return of Confidential Materials***. All Confidential Information and Materials shall be the sole property of Hiring Party. Contractor agrees that while performing Services for Hiring Party, Contractor will not remove any Confidential Materials from the business premises of Hiring Party, remove any electronic files from designated synced folders of Hiring Party or deliver any Confidential Materials to any person or entity outside Hiring Party, except as Contractor is required to do in connection with performing the Services. Contractor further agrees that, immediately upon completing performance of the Services, or upon termination of this Agreement for any reason, or at any time if so requested by Hiring Party, Contractor will return all Confidential Materials, apparatus, equipment and other physical property, or any reproduction of such Confidential Materials, apparatus, equipment or other physical property, excepting only (a) Contractor’s personal copies of records relating to payments under this Agreement; and (b) Contractor’s copy of this Agreement.

7.5 ***Survival of Contractor’s Confidentiality Obligations***. The obligations of this Section 7 with respect to Confidential Information shall be in effect during the term of this Agreement and shall continue indefinitely after the termination of this Agreement.

# 8. **REPRESENTATIONS, WARRANTIES & INDEMNITIES**. Contractor represents and warrants that: (a) Contractor has the right to enter into this Agreement and grant the rights granted herein; (b) Contractor is the sole author of Materials and sole owner of all rights thereto; (c) no third parties contributed to the creation of the Materials; (d) the Materials are original and are not derived from or based upon any other works created by Contractor or any third party (other than the materials provided to Contractor by Hiring Party); (e) the Materials do not and will not violate any intellectual property or other right of any third party; (f) there has not been a claim or litigation about the Materials; and (g) Contractor will comply with all applicable laws, rules and regulations relating to the Services, including those regarding safety and required licenses and permits. Contractor agrees to indemnify, defend and hold Hiring Party, its licensees, successors and assigns harmless from and against any and all claims, damages, costs, expenses, losses or liabilities (including, without limitation, attorneys' fees and costs, whether or not litigation is commenced) that may be asserted against or incurred by or imposed upon them at any time arising out of any breach of Contractor’s representations, warranties, agreements and/or covenants in this Agreement or (ii) Contractor’s fraud, negligence or intentional misconduct. This indemnification includes, without limitation, any loss incurred by Hiring Party as a result of Contractor, or any person or entity engaged or employed by Contractor, breaching any obligation of confidentiality in violation of Section 7 herein or claiming ownership of Pre-Existing Works in violation of Section 6 herein.

8.1 ***Use of TrapEAZE Technique***. Contractor acknowledges and agrees that Contractor may only use the TrapEAZE Technique during the effective term of this Agreement, and may only use the TrapEAZE Technique on behalf of the Hiring Party. Contractor may not under any circumstances utilize the TrapEAZE Technique with any clients outside of Contractor’s engagement with the Hiring Party. If the Contractor is a massage therapist, Contractor *CANNOT* perform the TrapEAZE Technique without supervision (even if a message therapist has been trained to perform the TrapEAZE Technique and/or has received a certificate of completion of relevant course work pertaining to the practice of the TrapEAZE Technique) from a trained licensed practitioner as selected by Less Pain More Gain, LLC as Less Pain More Gain, LLC only licenses certain practitioners to utilize the TrapEAZE Technique without supervision. Furthermore, Contractor warrants and agree to only utilize the TrapEAZE Technique in accordance with the Hiring Party’s license to utilize the TrapEAZE Technique of Less Pain More Gain, LLC.

9. **NON-COMPETE COVENANT**. During the term of this Agreement and for a period of [ENTER APPLICABLE NON-COMPETE TERM LENGTH] after the expiration or termination of this Agreement for any reason, Contractor agrees that it shall not: (a) offer services to any third party individual and/or entity utilizing information and processes that are unique to Hiring Party and/or Hiring Party’s operations; (b) directly or indirectly induce by any means any customers or clients of Hiring Party to patronize any similar business; (c) directly or indirectly request or advise by any means any customer or client of Hiring Party to withdraw, curtail, or cancel such customer's or client's business with Hiring Party; or (d) directly or indirectly disclose to any other person, partnership, corporation or association, the names or addresses of any of the customers or clients of Hiring Party.

9.1 The terms of the of Non-Compete Covenant are intended to apply throughout the geographic markets in which Hiring Party conducts its business.

# 10. **NON-SOLICITATION COVENANT**. Contractor acknowledges that in order to effectuate the promise to hold Confidential Information in trust for Hiring Party, it is necessary to enter into the following non-solicitation covenant. As such, Contractor agrees that during the term of this Agreement and for a period of [ENTER APPLICABLE NON-SOLICITATION TERM LENGTH] after the termination of this Agreement, for whatever reason, Contractor shall not, directly or indirectly, without written approval of Hiring Party, solicit or induce, or attempt to solicit or induce, any current employee, customer and/or client of Hiring Party to alter, leave, or cease their relationship with Hiring Party for any reason whatsoever. Should Contractor circumvent the terms of Paragraph 9 and/or 10 in violation of the terms of this Agreement, Contractor shall forfeit any and all profits generated from such violative actions to Hiring Party.

# 11. **GOVERNING LAW**. This Agreement shall be construed in accordance with, and governed by, the laws of the State of [ENTER APPLICABLE STATE].

# 12. **ENTIRE AGREEMENT**. This Agreement constitutes the entire and complete understanding between Contractor and Hiring Party concerning the subject matter contained herein. All prior and contemporaneous representations, agreements, arrangements and understandings between or among Contractor and representatives of Hiring Party, whether oral or written, have been fully and completely merged herein and are fully superseded by this Agreement.

# 13. **ASSIGNMENT**. Contractor may not transfer or assign this Agreement or its rights or obligations under this Agreement without the prior written consent of Hiring Party which may be withheld in Hiring Party’s sole discretion. Hiring Party may assign, transfer, delegate and/or grant all or any part of its rights pursuant to this Agreement to any person or entity. Subject to the foregoing sentences, this Agreement will be binding upon and inure to the benefit of the Parties, its successors and assigns.

# 14. **AMENDMENT & WAIVER**. This Agreement and any of the terms herein may be amended, supplemented, waived or modified only through an express written instrument signed by both Contractor and Hiring Party. Neither the waiver by either of the Parties hereto of a breach of or a default under any of the provisions of this Agreement, nor the failure of either of the Parties, on one or more occasions, to enforce any of the provisions of this Agreement or to exercise any right or privilege hereunder, shall thereafter be construed as a waiver of any subsequent breach or default of a similar nature, or as a waiver of any provisions, rights or privileges hereunder.

# 15. **SEVERABILITY**. Should any provision(s) of this Agreement for any reason be declared invalid, void or unenforceable by arbitration or a court of competent jurisdiction, such adjudication shall in no way affect any other provision(s) of this Agreement or the validity or enforcement of the remainder of this Agreement, and the provision(s) affected shall be curtailed only to the extent necessary to bring the Agreement within the applicable requirements of the law.

# 16. **COUNTERPARTS**. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signatures transmitted by facsimile or electronic transmission by .PDF or otherwise shall be considered valid, binding and effective for all purposes.

**IN WITNESS WHEREOF**, the Parties hereto have executed this ***Independent Contractor Agreement*** on the date set forth above.

|  |  |
| --- | --- |
| [ENTER HIRING PARTY NAME]  *Hiring Party*  Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Title: Authorized Representative  Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | [ENTER CONTRACTOR NAME]  *Contractor*  Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

**EXHIBIT A**

**STATEMENT OF WORK - 1**

**THIS STATEMENT OF WORK - 1** (this “***SOW – 1***”) is entered into by the Parties signing below, is hereby incorporated into the Independent Contractor Agreement (the “***Agreement***”) and is effective as of the Effective Date of such Agreement.

**CONTRACTOR’S SERVICES**:

Contractor shall provide the following Services to Hiring Party (the “***Services***”), or other such services as mutually agreed upon in writing by the Parties: [ENTER APPLICABLE SERVICES OF CONTRACTOR].

**PARTIES’ CONTACT INFORMATION**

1. ***Hiring Party’s Contact Information***:

(a) Name: Mai Ben

(b) Email: [ENTER APPLICABLE EMAIL]

2. ***Contractor’s Contact Information***:

(a) Name: [ENTER CONTRACTOR NAME]

(b) Email: [ENTER CONTRACTOR EMAIL ADDRESS]

**CONTRACTOR’S SCHEDULE**:

The Contractor’s schedule shall be as follows: [ENTER APPLICABLE SCHEDULE FOR CONTRACTOR].

**TERM OF AGREEMENT**:

The initial term of this SOW shall continue for a period of [ENTER APPLICABLE TERM LENGTH] (the “***Initial Term***”). After such Term, the Parties agree that SOW - 1 shall automatically extend for additional terms of [ENTER APPLICABLE RENEWAL TERM LENGTH] (each a “***Renewal Term***”) until terminated by either Party hereto in accordance with Paragraph Four (4) of the Agreement.