

INDEPENDENT CONTRACTOR AGREEMENT

This Agreement (the "Agreement") is made on _____, by and between, Golden Touch Massage, located at, 2350 N. University Dr. #840635 Pembroke Pines FL 33084, in the County of, and, _____ professional license number _____.

RECITALS

Independent Contractor is secured to provide the services described below for Golden Touch Massage's customers and members, if applicable, as aforementioned. Independent Contractor represents that s/he has complied with all Federal, State and local laws regarding business permits, licenses, reporting requirements, tax withholding requirements, and other legal requirements of any kind that may be required to carry out said business and the Scope of Work which is to be performed as an Independent Contractor pursuant to this Agreement, and as such, provides his/her Employer Tax ID Number, _____. Independent Contractor is or shall remain open to conducting similar tasks or services for Golden Touch Massage, which may not be listed or described below, or for entities other than Golden Touch Massage and thus holds himself or herself out to the public to be a separate business entity.

Golden Touch Massage desires to hire and contract the services of Independent Contractor to perform those tasks as set forth herein. Independent Contractor assents to this Agreement and to act and perform as an independent contractor for the aforementioned Company and is thus willing to do so on the terms and conditions as set forth herein.

NOW, THEREFORE, in consideration of the above recitals and the mutual promises and conditions contained within this Agreement, the Parties agree as follows:

INDEPENDENT CONTRACTOR REPRESENTATION

The implementation of this Agreement does not constitute a hiring by either party. It is therefore the intention of the parties that Independent Contractor shall maintain an independent contractor status and shall not be considered an employee for any purposes, including, but not limited to, the application of the Federal Insurance Contribution Act, Social Security Act, Federal Unemployment Tax Act, provisions of the Federal Internal Revenue Code, State Revenue and Taxations Code relating to income tax withholding, Workers' Compensation Insurance and other benefit payments and third party liability claims.

Therefore, staying within the Scope of Work, Independent Contractor shall retain sole and absolute discretion in the manner and means for the carrying out of his/her activities and responsibilities contained herein this Agreement. This Agreement shall not be construed or considered to be a partnership or joint venture, and Golden Touch Massage shall not be held liable for any obligations incurred by Independent Contractor, unless otherwise specifically authorized as such in writing. Independent Contractor shall not act as an agent or representative of Golden Touch Massage, superficially or otherwise, nor bind Golden Touch Massage in any manner, unless specifically authorized to do so in writing.

RESPONSIBILITIES, DUTIES AND SCOPE OF WORK

Independent Contractor herein agrees to devote the necessary amount of time, energy and attention required to satisfactorily complete, conclude and/or archive the following duties/responsibilities:

It is expected that the above detailed services, tasks and responsibilities shall be completed by, barring any reasonably unforeseeable circumstances.

FURTHERMORE, Independent Contractor shall perform any and all responsibilities and duties that may be associated within the Scope of Work set for above, including, but not limited to, work which may already be in progress or any related change orders. Independent Contractor shall have full discretion within the Scope of Work but shall not engage in any activity which is not expressly set forth by this Agreement without first obtaining prior written authorization.

WORK SCHEDULE

Independent Contractor shall be responsible to the owner(s) and/or manager(s) of Golden Touch Massage.

Any directions or advice provided to Independent Contractor regarding the Scope of Work shall be considered a suggestion only and not an instruction.

COMPENSATION

Independent Contractor shall be entitled to full compensation for the performance of those tasks, responsibilities and/or duties related to the Scope of Work as follows:

Compensation Terms: Compensation schedule only applicable after session is complete or late cancellation.

Total Compensation Amount:

- \$60 per 60 minutes
- \$90 for 90 minutes
- \$120 for 120 minutes
- \$70 for Lymphatic Drainage & Anti- Cellulite Treatments.
- Up to \$90 per hr for any specialized modality, this will be negotiated with the independent contractor.
- Corporate Chair Massages & Events: \$60/hr OR if a promotional Event you get to charge \$1 per min & keep your profit.
- \$30 for late cancellations (*Example; if you arrive to your session on time or before time and the client then decides to cancel*)
- Keep 100% of your tips

Said compensation shall become due and payable to Independent Contractor upon receipt of an invoice by Golden Touch Massage and payable pursuant to the following schedule and method:

Compensation Schedule: Within 72 hours after session is complete

Compensation Method: Through PayPal

Each Independent Contractor hereby appoints Golden Touch as Independent Contractor's limited payment collection agent solely for the purpose of accepting applicable payment from Customers. Each Independent Contractor agrees that payment made by a Customer through Golden Touch shall be considered the same as a payment made directly to Independent Contractor, and Independent Contractor will provide its services to the Customer in the agreed-upon manner as if Independent Contractor has received the payment. Golden Touch reserves the right to charge Independent Contractor a commission on the fees paid by a Customer to Independent Contractor for the provision of Independent Contractor's services ("Golden Touch Commission"). Each Independent Contractor understands that Golden Touch accepts payments from Customers as Independent Contractor's limited payment collection agent and that Golden Touch's obligation to pay Independent Contractor is subject to and conditional upon successful receipt of the associated payments from Customers. Golden Touch does not guarantee payments to Independent Contractors for amounts that have not been successfully received by Golden Touch from Customers. In accepting appointment as the limited payment collection agent of Independent Contractor, Golden Touch assumes no liability for any acts or omissions of the Customers. Each Customer acknowledges and agrees that Golden Touch reserves the right, in its sole discretion, to charge Customer for and collect fees from the Customer. In the event a Customer elects to tip Independent Contractor for the provision of services, the Customer will be charged for such tip amount designated by Customer. Tips will not be subject to any Golden Touch Commission. Golden Touch reserves the right at its discretion to cancel or reverse any payment, even if it has been previously confirmed by Golden Touch, as a result of any mistake or error, including any mistaken pricing or service description or other error.

TAX WITHHOLDING

The Independent Contractor acknowledges and recognized that it shall complete and return to Golden Touch Massage an IRS Form 1099 and related tax statements, and shall be required by law to file corporate and/or individual tax returns, and to pay said taxes pursuant to all provisions of applicable Federal, State and Local laws.

Independent Contractor herein pledges and agrees to indemnify Golden Touch Massage for any damages or expenses, including any related attorney's fees, and legal expenses incurred by Golden Touch Massage as a result of Independent Contractor's failure to make such required payments. Upon Golden Touch Massage's reasonable request, the Independent Contract shall provide proof of required tax payments.

NON-DISCLOSURE AND NON-COMPETE

Representation and Warranties

Independent Contractor represents and warrants that his/her relationship with Golden Touch Massage will not cause or require that s/he breach any obligation to the agreement of or confidence related to any confidential, trade secret and/or proprietary information of any other person, company or entity. Furthermore, Independent

Contractor acknowledges that a condition of the relationship is s/he has not brought and will not bring or use in the performance of his or her duties at the premises of Golden Touch Massage any proprietary or confidential information, whether or not in writing, of a former contracted company without that company's written permission or authorization. The breach of this condition shall result in automatic termination of the relationship as of the time of the occurring breach. Except as otherwise noted on the back of the signature page hereof, there are no inventions heretofore made or conceived by Independent Contractor that Independent Contractor deems to be excluded from the scope of this Agreement and Independent Contractor hereby releases Golden Touch Massage from any and all claims by Independent Contractor by reason of any use by Company from any invention heretofore made or conceived by Independent Contractor.

Independent Contractor, you agree not to attempt to contact each other directly about the Services outside of the Services for a period of 6 months after the date of your last visit to the Services, except as may be permitted by these Terms or Golden Touch, or otherwise circumvent your relationship with Golden Touch.

When you use the Services, you agree that you will not:

- (a) violate this Agreement or any Golden Touch rules regarding use of the Services;
- (b) violate any law or regulation;
- (c) breach any agreements you enter into with any third parties;
- (d) violate, infringe, or misappropriate other people's intellectual property, privacy, publicity, or other legal rights;
- (e) engage in any behavior that is abusive, harassing, indecent, profane, obscene, hateful or otherwise objectionable, including sexual misconduct;
- (f) stalk, harass, or harm another individual;
- (g) for the purpose of misleading others, create a false identity of the sender or the origin of a message, forge headers or otherwise manipulate identifiers in order to disguise the origin of any material transmitted through the Services or in connection with Golden Touch;
- (h) impersonate any person or entity or perform any other similar fraudulent activity; (i) harvest or otherwise collect or store any information (including personally identifiable information) about other users of the Services, including e-mail addresses, without the express consent of such users or alter transmission data;
- (j) collect, distribute or gather personal or aggregate information, including Internet, email or other electronic addresses, about Golden Touch's customers or other users;
- (k) upload, post, e-mail or otherwise transmit any material that constitutes unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation or commercial electronic message;
- (l) use any means to scrape or crawl any Web pages or Content contained in the Websites or Apps (although Golden Touch may allow operators of public search engines to use spiders to index materials from the Websites for the sole purpose of creating publicly available searchable indices of the materials, and Golden Touch reserves the right to revoke these exceptions either generally or in specific cases); (m) attempt to circumvent any technological measure implemented by Golden Touch or any of Golden Touch's providers or any other third party (including another user) to protect the Websites or Apps; to the extent permitted by applicable law, attempt to decipher, decompile, disassemble, or reverse engineer any of the software used to provide the Websites or Apps; or
- (n) advocate, encourage, or assist any third party in doing any of the foregoing.

When you use the Services, you agree that you will not:

- (a) violate this Agreement or any Golden Touch rules regarding use of the Services;
- (b) violate any law or regulation;
- (c) breach any agreements you enter into with any third parties;
- (d) violate, infringe, or misappropriate other people's intellectual property, privacy, publicity, or other legal rights;
- (e) engage in any behavior that is abusive, harassing, indecent, profane, obscene, hateful or otherwise objectionable, including sexual misconduct;
- (f) stalk, harass, or harm another individual;
- (g) for the purpose of misleading others, create a false identity of the sender or the origin of a message, forge headers or otherwise manipulate identifiers in order to disguise the origin of any material transmitted through the Services or in connection with

Golden Touch;

- (h) impersonate any person or entity or perform any other similar fraudulent activity; (i) harvest or otherwise collect or store any information (including personally identifiable information) about other users of the Services, including e-mail addresses, without the express consent of such users or alter transmission data;
- (j) collect, distribute or gather personal or aggregate information, including Internet, email or other electronic addresses, about Golden Touch's customers or other users;
- (k) upload, post, e-mail or otherwise transmit any material that constitutes unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation or commercial electronic message;
- (l) use any means to scrape or crawl any Web pages or Content contained in the Websites or Apps (although Golden Touch may allow operators of public search engines to use spiders to index materials from the Websites for the sole purpose of creating publicly available searchable indices of the materials, and Golden Touch reserves the right to revoke these exceptions either generally or in specific cases); (m) attempt to circumvent any technological measure implemented by Golden Touch or any of Golden Touch's providers or any other third party (including another user) to protect the Websites or Apps; to the extent permitted by applicable law, attempt to decipher, decompile, disassemble, or reverse engineer any of the software used to provide the Websites or Apps; or
- (n) advocate, encourage, or assist any third party in doing any of the foregoing.

Non-Partnership or Ownership Clause

Neither Independent Contractor nor any of his/her representatives, agents or principals shall become or be considered an owner, partner, joint venture with or agent of Golden Touch Massage or any of its subsidiaries, affiliates or related companies or businesses by reason of this Agreement or their relationship with Golden Touch Massage unless otherwise declared or stipulated in a separate written agreement that has been signed and dated by all parties. Neither Golden Touch Massage, Independent Contractor nor any representative, agent, principal, officer or anyone who may be retained by Independent Contractor shall have any authority to bind the other in any respect unless otherwise set forth in a separate written agreement which has been signed and dated by all parties.

EXECUTION

During and throughout the course of employment by Golden Touch Massage, and upon the request of and without any compensation other than that which is herein contained and provided, but at no expense to Independent Contractor, Independent Contractor shall execute any documents and take action which Golden Touch Massage may deem

necessary or appropriate to ensure the implementation of all the provisions of this Agreement, including without limitation, assisting Golden Touch Massage in obtaining and/or maintaining any patents, copyrights or similar rights to any Proprietary Information assigned and allocated to Golden Touch Massage.

Independent Contractor further agrees that the obligations and undertakings herein stated within this section shall continue beyond termination of employment for any reason by Golden Touch Massage; however, should Independent Contractor be called upon for any such assistance after termination of employment, then Independent Contractor shall be entitled to fair and reasonable payment in addition to reimbursement of any expenses which may have been incurred at the request of Golden Touch Massage.

TERM AND TERMINATION OF AGREEMENT

This Agreement shall be terminated at the conclusion of violation of the Scope of Work or on the company's decision to do so upon a reasonable circumstance. Please look at zero tolerance policy.

ZERO TOLERANCE POLICY

- Massage therapy is strictly therapeutic & medical in nature to help you reach your wellness goals.
- **The therapist has the right to refuse service to any client / potential client who makes inappropriate comments or insinuating jokes about massage being anything other than a therapeutic medical service.** This includes phone, email, text, or in-person interactions and could result in being reported to local authorities.
- Future package appointments and Gift Certificates will be voided and non-transferrable if client displays any type of behavior that isn't tolerated.
- State law requiring draping is abiding at all times, no exceptions.
- If therapist is accused of anything unprofessional while working on a client, This includes phone, email, text, or in-person interactions and could result in the therapist being terminated from Golden Touch Massage.

LICENSING AND WORKERS' COMPENSATION COVERAGE

Independent Contractor herein agrees to promptly provide to Golden Touch Massage proof of the necessary licensing status that may be required to perform the Scope of Work in accordance with the terms and conditions of this Agreement and Workers' Compensation Coverage where required by law.

INDEPENDENT CONTRACTOR EMPLOYEES

All persons which have been hired by Independent Contractor to assist in the performance of the duties, tasks and responsibilities that are necessary to complete the Scope of Work, shall be considered the employees of Independent Contractor, unless otherwise specifically noted in an agreement signed by all parties.

NOTICES

Any and all notices, which may be required hereunder by any party to the other party, shall be executed by either personal delivery in writing, or by mail, registered or certified, postage pre-paid with a return receipt requested. Mailed notices must be addressed to the parties at the addresses herein contained in this Agreement. However, each party may change their address, thus requiring written notice of such change of address in accordance with this section. Any hand delivered notice shall be deemed communicated as of actual receipt; mailed notices shall be deemed communicated after five (5) days of mailing. Independent Contractor herein agrees to keep Golden Touch Massage informed of any change of business and/or mailing addresses, as well as telephone, facsimile, email, pager number or any other relevant means of contact and communication.

INJUNCTIVE RELIEF

Independent Contractor herein acknowledges (1) the unique nature of the protections and provisions established and contained within this Agreement, (2) that Golden Touch Massage shall suffer irreparable harm if Independent Contractor should breach any of said protections or provisions, and (3) that monetary damages would be inadequate to compensate Golden Touch Massage for said breach. Therefore, should Independent Contractor cause a breach of any of the provisions contained within this Agreement, and then Golden Touch Massage shall be entitled to injunctive relief, in addition to any other remedies at law or equity, to enforce such provisions.

INDEMNIFICATION

Independent Contractor shall defend, indemnify, hold harmless, and insure Golden Touch Massage from any and all potential damages, expenses or liabilities which may result from or arise out of any negligence or misconduct on part of Independent Contractor, or from any breach or default of this Agreement which may be caused or occasioned by the acts of Independent Contractor. Independent Contractor shall also insure that all of its employees and affiliates take all actions necessary to comply with all herein contained terms and conditions established and set forth in this Agreement.

ENTIRE AGREEMENT

This Agreement shall be considered a separate and an independent document of which it shall supersede any and all other Agreements, either oral or written, between the parties hereto, except for any separately signed Confidentiality, Trade Secret, Noncompete or Non-Disclosure Agreements to the extent that these terms are not in conflict with those set forth herein.

REPRESENTATION

All parties to this Agreement herein acknowledges that no representation, inducements, promises or other agreements, orally or otherwise, have been made by any party hereto, or by anyone action on behalf of any party hereto, which are not included herein, and that no other agreement, statement or promise not contained within this Agreement shall be valid or binding. Any alteration or modification of this Agreement shall be effective only when done so in writing, signed and dated by all parties hereto.

SEVERABILITY

Should any term, condition, or provision of this Agreement be deemed or held to be invalid or unenforceable for any reason, those remaining terms, conditions and provisions shall remain valid and enforceable. Should a court of law determine that any term, condition or provision of this Agreement is invalid or unenforceable, but that by

limiting such term, condition or provision it would become valid and enforceable, then such term, condition and/or provision shall be deemed to be written, construed and enforced as so limited.

CONTINUING EFFECTS

Independent Contractor's obligations with regards to all trade secrets and confidential information, shall continue to be in effect beyond the scope of the relationship as aforementioned, and said obligations shall continue to be binding upon not only Independent Contractor, but the spouse, affiliates, assigns, heirs, executors, administrators and/or other legal representatives as well.

COUNTERPARTS

This Agreement, at the discretion of the parties herein, may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute a single integrated document.

SEVERABILITY

In the event that any provision, clause, sentence, section or other part of the Contract is held to be invalid, illegal, inapplicable, unconstitutional, contrary to public policy, void or unenforceable in law to any person or circumstance, the balance of the Agreement shall nevertheless remain in full force and effect so long as the Purpose of the Agreement is not affected in any manner adverse to either party..

MODIFICATIONS

All parties have the option to modify this Agreement, and as such may be modified in writing and executed by the party to this Agreement against whom such modification is sought.

WAIVER

If either party fails to enforce any provision contained within this Agreement, it shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

DRAFTING AMBIGUITIES

All parties to this Agreement have reviewed and had the opportunity to revise this Agreement, have had the opportunity to have legal counsel review and or revise this Agreement. The rule of construction that ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or of any amendments or exhibits to this Agreement.

JURISDICTION AND VENUE

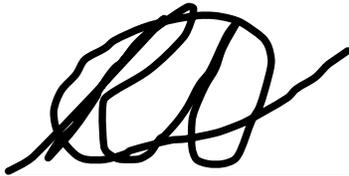
This Agreement is to be construed pursuant to the current laws of the State of . Jurisdiction and venue for any claim arising out of this Agreement shall be made in the State of , in the County of .

COPIES

Both Independent Contractor and Golden Touch Massage hereby acknowledges that they have received a signed copy of this Agreement.

THE UNDERSIGNED HAVE READ, UNDERSTAND and ACCEPT THIS AGREEMENT, and by signing this Agreement, all parties agree to all of the aforementioned terms, conditions and policies.

Independent Contractor

A handwritten signature in black ink, appearing to be the initials 'RD' with a flourish extending to the right.

Company