

INDEPENDENT CONTRACTOR AGREEMENT
"BUSINESS NAME"

This agreement ("Agreement") is made by and between _____ a 'enter state of corporation' corporation, ("Company"), and _____ ("Contractor"), and is effective as of _____, ("Effective Date").

WHEREAS, Company wishes to contract with Contractor to provide Services to Company as set forth herein; and WHEREAS, Contractor wishes to be so contracted by Company;

NOW, THEREFORE, in consideration of the foregoing recitals and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. CONTRACTOR'S DUTIES AND RESTRICTIONS

- a. Contractor will be responsible for the Scope of Work specified in the Addendum.
- b. Contractor agrees that s/he will not download or collect any Confidential Information of Company without prior written consent from an authorized representative of Company.
- c. Any deviation from the Program protocols will be approved, in writing, by an authorized representative of Company before implementation.
- d. Contractor represents that s/he has the necessary skills and expertise to perform the Services.
- e. Contractor is solely responsible for, and will file, on a timely basis, all tax returns and payments required to be filed with, or made to, any federal, state or local tax authority with respect to the performance of services and receipt of fees under this Agreement.

2. COMPANY'S DUTIES

- a. Company shall pay Contractor as stated in the Addendum.
- b. Company will provide to Contractor all necessary and/or requested Company information as may be needed to perform the Services.
- c. Company will regularly report amounts paid to Contractor by filing Form 1099-MISC with the Internal Revenue Service. Contractor's compensation will have no taxes deducted.

3. INDEPENDENT CONTRACTOR RELATIONSHIP

Contractor's relationship with Company is that of an independent contractor, and nothing in this Agreement is intended to, or should be construed to, create a partnership, agency, joint venture or employment relationship. This is a "work for hire" agreement. Contractor will not

use Company's logo or marks without prior written approval, and then such use shall be only for the benefit of Company. Contractor understands that these precautionary measures are to ensure that Company and its business operations are represented fairly and accurately and that Company does not directly or indirectly incur liability with respect to Contractor's acts or omissions.

4. OWNERSHIP OF WORK PRODUCT

Contractor hereby agrees to assign to Company all right, title, and interest in and to any work product created by Contractor, or to which Contractor contributes, pursuant to this Agreement, including all copyrights, trademarks, and other Intellectual Property rights contained therein. Contractor agrees to execute, at Company's request and expense, all documents and other instruments necessary to effectuate such assignment. In the event Contractor does not, for any reason, execute such documents within a reasonable time after Company's written request, Contractor hereby irrevocably appoints Company as Contractor's attorney-in-fact for the purpose of executing such documents on Contractor's behalf, which appointment is coupled with an interest.

"Intellectual Property" includes any and all articles, new or useful art, discoveries, improvements, technical developments, know-how, formulae, processes, manufacturing techniques, trade secrets, recipes, ideas, or inventions, whether or not patentable and all copyrightable works, designs, maskworks, trademarks, patents, patent applications, artwork and software, that Contractor, solely or jointly with others, makes, conceives or reduces to practice within the scope of Contractor's work for Company under this Agreement.

5. CONFIDENTIAL INFORMATION

- a. "Confidential Information" as used in this Agreement shall mean any and all technical and non-technical information and proprietary information, including without limitation, programs, procedures, techniques, sketches, drawings, models, Intellectual Property including all trademarks and copyrighted material, apparatus, equipment, algorithms, software programs and software source code documents, related to the current, future and proposed products and services of Company, its suppliers and customers, Company's information concerning research, experimental work, development, design details and specifications, engineering information, financial information, procurement requirements, purchasing and manufacturing information, customer lists, business forecasts, sales and merchandising and marketing plans and information. Contractor understands that Company has expended great effort protecting its Confidential Information especially with regards to protection of its client list, proprietary coaching and marketing materials, and any confidential information about its clients.
- b. Nondisclosure and Non-Use Obligations. Contractor will use the Confidential Information solely to perform Services for the benefit of Company. Contractor agrees that it shall treat all Confidential Information of Company with the same degree of care as it accords to its own Confidential Information, and Company and Contractor represent that they exercise reasonable care to protect their own Confidential Information.

Contractor agrees not to communicate any information to Company in violation of the Proprietary rights of any third party. Contractor will immediately give notice to Company of any unauthorized use or disclosure of the Confidential Information. Contractor agrees to assist Company in remedying any such unauthorized use or disclosure of the Confidential Information.

- c. Exclusions from Nondisclosure Obligations. Contractor's obligations under Paragraph 5(b) ("Nondisclosure") with respect to Confidential Information shall terminate when Contractor can document that: (a) the information was in the public domain at or subsequent to the time it was communicated to Contractor by the disclosing party through no fault of Contractor; (b) the information was rightfully in Contractor's possession free of any obligation of confidence at or subsequent to the time it was communicated to Contractor by the disclosing party; or (c) the information was developed by employees or agents of Contractor independently of and without reference to any information communicated to Contractor by the disclosing party. If Contractor is required to disclose the Confidential Information in response to a valid order by a court or other government body, or as otherwise required by law or as necessary to establish the rights of either party under this Agreement, Contractor agrees to provide Company with prompt written notice to provide Company with a reasonable opportunity to protect such Confidential Information.
- d. Disclosure of Third Party Information. Neither party shall communicate any information to the other in violation of the proprietary rights of any third party.

6. RETURN OF COMPANY'S PROPERTY

All materials (including, without limitation, content articles, documents, and materials) furnished to Contractor by Company, whether delivered to Contractor by Company or made by Contractor in the performance of services under this Agreement (collectively referred to as the "Company Property") are the sole and exclusive property of Company and/or its suppliers or customers. Contractor agrees to promptly deliver the original and any copies of the Company Property to Company at any time upon Company's request. Upon termination of this Agreement by either party for any reason, Contractor agrees to promptly deliver to Company or destroy, at Company's option, the original and any copies of the Company Property.

7. SURVIVAL

The rights and obligations contained in Sections 3 ("Independent Contractor Relationship"), 4 ("Ownership of Work Product"), and 5 ("Confidential Information") will survive any termination or expiration of this Agreement.

8. TERM AND TERMINATION

This Agreement shall be valid for the period designated in the Addendum. However, Company shall have the right to terminate this Agreement for cause or if Contractor's Services are no longer needed by Company.

9. SUCCESSOR AND ASSIGNS

Contractor may not assign this Agreement or subcontract or otherwise delegate its obligations under this Agreement without Company's prior written consent. Subject to the foregoing, this Agreement will be for the benefit of Company's successors and assigns and will be binding on Contractor's assignees.

10. NON-COMPETE

Contractor agrees not to contract with Company's clients for private coaching independent of the Company. Any private consultation or commercial interactions between Contractor and Program participants shall be approved, in writing, by an authorized representative of Company. Should a Company client wish to contract with Contractor privately at any time or upon separation, Contractor will pay the Company twenty percent (20%) of the all related fees earned by Contractor in the first year.

11. NOTICES

Any notice required or permitted by this Agreement shall be in writing and shall be delivered as follows with notice deemed given as indicated: (i) by personal delivery when delivered personally; (ii) by overnight courier upon written verification of receipt; iii) by telecopy or facsimile transmission upon acknowledgment of receipt of electronic transmission; or (iv) by certified or registered mail, return receipt requested, upon verification of receipt. Notice shall be sent to the addresses set forth above or such other address as either party may specify in writing.

12. GOVERNING LAW AND ATTORNEY FEES

This Agreement shall be governed in all respects by the laws of the United States of America and by the laws of the State of California. Jurisdiction shall be in San Diego County, California. In the event of litigation relating to the subject matter of this Agreement, the non-prevailing party shall reimburse the prevailing party for all reasonable attorney fees and costs resulting therefrom.

13. CONSENT TO PERSONAL JURISDICTION

Contractor expressly consents to the personal jurisdiction of the state and federal courts located in the state specified in Section 11 for any lawsuit filed there against him or her by company arising from or relating to this Agreement.

14. SEVERABILITY

Should any provisions at this Agreement be held by a court of law to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remaining provisions of this Agreement shall not be affected or impaired thereby.

15. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties relating to this subject matter and supersedes all prior or contemporaneous oral or written agreements concerning such subject matter. The Agreement and its terms will govern all assignments and services undertaken by Contractor for Company. This Agreement may only be changed by mutual agreement of authorized representatives of the parties in writing.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above. Each party hereby represents and warrants to the other party that it has full power and authority to enter into this Agreement.

“Company Name” a “enter state” corporation

Independent Contractor:

By:

President/CEO

Date: _____

By:

Printed:

Date:

Address:

Social Security # or EIN #: _____

Addendum to Independent Contractor Agreement

Contractor:	
Scope of Work:	<p>Contractor is responsible for many aspects of Infusionsoft including but not limited to email sends, texts, campaigns, tags, reporting. Contractor may also work in other systems like ClickFunnels, Parsey and a texting software. Contractor will report directly to xyz.</p> <p><i>Notes:</i></p> <p><i>Contractor is prohibited from providing Company's clients any information regarding non-HeartCore Business products.</i></p>
Contractor Compensation:	<p>Contractor is paid \$3,000 per month</p> <p>Contractor must invoice Company by the 3rd business day of each month for services rendered the prior month. Payments to Contractor are made by the 20th of each month. Invoices to be submitted to xyz@xyz.com</p> <p>Payments will be corrected to reflect any errors or overpayments made to Contractor.</p>
Term of Agreement:	The term of this agreement is for sixty days from date of signing, at which time the Agreement and relationship will be reviewed.

Contractor:

Signature:

Print Name:

Title:

Date:

Company:

Signature:

Print Name: _____

Title: _____

Date: _____