

INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT (the “Agreement”) on this day.

BETWEEN:

The Wellness Company, LLC

-AND-

You

(individually the “Independent Contractor”)

(individually the “Personal Trainer”)

(individually the “Fitness Instructor”)

The Independent Contractor agrees that The Wellness Company, LLC is allowing them access to clients and information regarding The Wellness Company, LLC training methods and pricing.

In consideration of the Fitness Instructor and other valuable considerations, the receipt and sufficiency of which consideration is hereby acknowledged, the Parties agree as follows:

1. In the event of termination or resignation as a Fitness Instructor, the independent contractor shall not, for a period of three (3) years from the date of said termination or resignation, engage in the business of personal training with the clients of The Wellness Company, LLC, directly or indirectly, as an individual, partner, principal, agent, employee or independent contractor, or in any other relation or capacity whatsoever.
2. The Wellness Company, LLC, agrees to provide a monthly sales report along with payment of sales on or before the 10th day of each month. The Wellness Company, LLC, shall not be responsible for providing a year-end statement to the Independent Contractor and does not provide income tax records or a 1099 of sales to the State or the IRS. It is understood and agreed that it shall be the sole responsibility of the Independent Contractor to calculate and report income.
3. The Independent Contractor shall not, directly or indirectly, solicit or aid in soliciting any business relating to personal training and shall not deal with or contract with any clients of The Wellness Company, LLC.
4. The Independent Contractor shall not at any time, directly or indirectly, use or disclose to any persons, except The Wellness Company, LLC and its duly authorized officers or entitled employees, The Wellness Company, LLC customer lists, records, training manuals, or other information acquired by the Independent Contractor while working as a Fitness Instructor for The Wellness Company, LLC.
5. The Independent Contractor acknowledges that The Wellness Company, LLC may suffer immediate and irreparable injury in the event of a breach of any part of this Agreement. Accordingly, in the event of a breach or threatened breach by the Independent Contractor of

any provision of this Agreement, The Wellness Company, LLC shall be entitled to an injunction restraining the Independent Contractor for committing such breach or threatened breach. Such remedy shall be in addition to any other remedies to which The Wellness Company, LLC may be entitled at law or in equity, up to and including money damages. Money damages to include seventy-five percent (75%) of the income collected by the independent contractors during the breach. The injunction may be granted by mediation chosen by The Wellness Company, LLC.

6. The Parties agree that confidentiality is a material part of this Agreement. If any dispute arises between the parties regarding the breach, enforceability or construction of this Agreement, they agree to mediate the dispute. The mediator's fee will be split equally between the Parties. If the Independent Contractor for any reason fails to participate in the mediation, their breach of this Agreement shall be deemed conclusively established and The Wellness Company, LLC shall be entitled to relief as requested.
7. The Independent Contractor understands and agrees that this Agreement is not an employment contract. Moreover, the policies expressed herein are not promises of specific treatment. The Independent Contractor understands and agrees that they are responsible for payment of taxes for income collected from The Wellness Company, LLC parties hereto, and their respective successors and assigns, and such terms and provisions may be modified in writing. and signed by all parties.
8. If any provision, or any part of a provision, included within this agreement is determined by any court having jurisdiction to be invalid or unenforceable, that portion shall be deemed severed without affecting the validity or enforcement of the remaining provisions of this agreement.
9. The Independent Contractor is responsible for providing and maintain personal liability and property damage insurance as a Vendor and will designate The Wellness Company, LLC as an "also named insured". The Vendor shall provide the Wellness Company, LLC with a copy of such insurance certification or policy prior to the effective date of this agreement, at least to the limits of \$1,000,000.00.

If any portion of this release from liability shall be deemed by a Court of competent jurisdiction to be invalid, then the remainder of this release from liability shall remain in full force and effect and the offending provision or provisions severed here from.

You acknowledge that you have carefully read this agreement and fully understand that it is a release of liability. You agree to voluntarily give up any right that you may otherwise have to bring a legal action against the personal trainer or instructor for negligence, or any other personal injury or property damage or loss action.

I acknowledge that The Wellness Company has not arranged for nor carries any insurance of any kind for my benefit and that I am solely responsible for obtaining and paying for any health, life, travel, accident, property or other insurance relative to my injuries or any other loss I may sustain while participating in any activity while located at 416 8th St., Augusta, GA 30901.

I have read this Contractor Agreement, fully understand and agree to its terms. I acknowledge this Contractor Agreement freely and voluntarily, without any inducement or coercion.

I certify that: I am over the age of majority (18 years of age or older in most states)