



Independent Contractor Agreement

This Independent Contractor Agreement (“Agreement”) is made this entered into by and between **Divine 369 LLC d/b/a AUDIA SKINCARE**, a California limited liability company (“AUDIA”) and (“Professionals”). This Agreement will be binding upon the signing date.

In consideration of the mutual promises herein contained, the parties agree as follows:

- Independent Contractor.** Professional agrees to provide the professional services described herein as an independent contractor. Professional agrees to use their own equipment. It is mutually understood and agreed that Professional is at all times acting and performing these duties and functions in the capacity of an independent contractor. AUDIA shall neither have nor exercise any control or direction over the methods by which Professional performs Professional’s services, nor shall AUDIA and Professional be deemed partners, joint venturers, employee/employers, or agents. AUDIA shall have the right to determine what services shall be provided, but not the manner in which services shall be provided. It is expressly agreed by the parties hereto that no work, act, commission, or omission by Professional pursuant to the terms and conditions of this Agreement shall be construed to make or render Professional the agent, employee or servant of AUDIA. Professional shall be responsible for the payment of all federal, state, and local taxes incurred as a result of this Agreement, and further agrees to indemnify and hold AUDIA harmless from the same.
- Services.** Professional agrees to provide online skincare consultations for customers prior to their purchases through the AUDIA website (www.audiaskincare.com). Professional agrees to perform such services, at all times, in strict accordance with currently approved and accepted methods and practices in his or her profession. Professional further agrees to provide services in a professional and competent manner, and to comply with all applicable procedures and policies of AUDIA. Professional agrees to provide such services as may be requested by AUDIA and as needed to fulfill the duties and obligations of this Agreement. Professional is able to make himself/herself available to clients through the Site at their own discretion. AUDIA does not guarantee that the Site, or any portion thereof, will function on any hardware or device. In addition, the Site may be subject to malfunctions and delays inherent in the use of the Internet and electronic communications. Professional understands that the performance of this service **must be recorded, documented** and provided to AUDIA.

2.1. Restrictions: Professional's Services shall have the following requirements and restrictions:

- A. Each individual consultation should only be a maximum of 30 minutes.
- B. Professional must communicate with client solely through the Site.
- C. Professional must **not** diagnose, provide medical advice, prescribe medicine or provide internal/digestible supplements to clients.
- D. Professionals must only recommend AUDIA SKINCARE products to clients.
- E. Professional agrees to allow AUDIA to monitor all communication between Professional and clients.
- F. If client should cancel a booked appointment at any time, and AUDIA is NOT paid for that canceled time frame, The professional is NOT paid for that canceled time frame.

- G. If the professional have to cancel a Schedule appointment With a client for whatever reason, they must give AUDIA a 48 hour notice of the cancelation.

3. **Licensure and Professional Liability Insurance.** As a condition of this Agreement, the Professional shall maintain all applicable licenses and certification requirements at all times during the term of this Agreement. Professional represents and warrants that he or she has a current, unrestricted license to practice Esthetics in the State of California. Professional shall still at all times remain solely and personally liable for any claims for damages arising by reason of personal injuries or death occasioned directly or indirectly in connection with the performance of any service provided hereunder. At all times, Professional must have a current and valid general liability and commercial liability policy on file with AUDIA. Professional understands that AUDIA's liability insurance shall not cover Professional under any circumstances.

4. **Representations of Professional.** Professional represents and warrants that, except as previously disclosed in writing to AUDIA, the following are true with respect to each Professional:

- A. Professional's license or certification in any state has never been suspended, revoked, restricted, or deemed to be probationary.
- B. Esthetician license is current and valid.
- C. Professional has never been reprimanded, sanctioned, or disciplined by any licensing or accrediting board.
- D. There has never been a final judgment entered against Professional in a professional liability action and no settlement, based on an allegation of professional liability or malpractice by the Professional has ever been entered into and payment made to the plaintiff.

Professional agrees to notify AUDIA immediately if any of the foregoing representations become untrue.

5. **Contract Rate.** Professional shall be compensated for services performed under this Agreement as follows: Professional shall be paid \$35 for each completed client consultation. Consultations will be booked by clients through the Site and will be provided through Zoom, email, and other similar electronic technologies. Professional shall be paid only for work performed by Professional under the terms of this Agreement, and Professional shall not be entitled to any additional compensation or other benefits of any kind.

5.1. **Commission:**

Professionals shall get 20% commission on all initial sales for virtual consultations. Clients must input professional's coupon code to get 10% off their initial purchase as well.

6. **Professional Profile.** Professional's profile that is to be displayed on AUDIA's Site must contain the following content and information:
- A. A professional grade photograph of Professional wearing a white lab coat or a black scrub.
 - B. First name and a brief 30 words or less profile explaining Professional's qualifications.
 - C. Copy of a valid Esthetician license
 - D. Languages spoken.
7. **Compliance with Laws.** Professional agrees to comply with all federal and state laws or regulations applicable to the services to be provided under this Agreement. The parties further agree that they will protect and secure the privacy and confidentiality of client's information and will comply with the requirements contained in this Agreement, the Site Privacy Policy and the Site Terms and Conditions.
8. **Training.** All Professionals are required to obtain and pass a certification test for professional training for AUDIA, which will be provided by AUDIA Skincare. The cost for the training and certification is \$300.00. \$100.00 would be waived should the professional purchase a minimum of \$1000 dollars of AUDIA SKINCARE in their first opening order. Professional will not be able to provide Services or operate on AUDIA's Site until and unless certification is attained.
9. **Confidentiality.** This Agreement and the terms contained here are to be held in the strictest confidence by the parties and are not to be disclosed by parties to any party other than their respective directors, officers, and financial and legal advisors. Professional shall also not use for their own benefit or the benefit of others any confidential information, including but not limited to, compensation considerations, terms of this Agreement, and trade secrets, policies, procedures, operating manuals, software, marketing techniques, contractual arrangements, **client names and**

photos, client lists, price lists, pricing policies, and financial information relating to AUDIA, except to such extent as may be necessary in the ordinary course of performing in good faith their particular duties contained in this Agreement and with the prior written consent of the other party.

10. **Indemnity.** Professional shall, to the fullest extent permitted by law, protect, defend, indemnify and hold harmless AUDIA and its respective affiliates, employees, officers, directors, and agents (“Indemnitees”) from and against any and all losses, costs, claims, penalties, fines, demands, liabilities, legal actions, judgments, and expenses of every kind (including reasonable attorneys’ fees, including at trial and on appeal) asserted or imposed against any Indemnitees arising out of or in connection with your services resulting from claims for bodily injury or property damage, or acts or omissions arising out of the Professional’s services under this Agreement or your violation of the rights of any third party.
11. **Term.** The Term of this Agreement shall be for one (1) year (“Term”), to begin on the signing date of below, or until earlier terminated by either party under the terms set forth in Section 12. Upon the end of the Term, this Agreement shall automatically renew on a monthly basis until terminated.
12. **Termination.** Either party may terminate this Agreement by providing thirty (30) days prior, written notice to the other party. Either party may terminate this Agreement immediately as a result of a breach of any of the provisions or terms of this Agreement by the other party. AUDIA may also terminate this Agreement immediately if 1) any information submitted to AUDIA is false, 2) any of Professional’s licenses become inactive, or 3) if the Professional receives more than two warnings per year for insufficient service.
13. **Notice.** Any notice demand, or request with respect to this Agreement shall be in writing and shall be effective only if it is delivered by email, personal service, by air courier with receipt of delivery, or mailed, certified mail, return receipt requested, postage prepaid, to the parties’ address. Such communications shall be effective when they are received by the addressee; but if sent by certified mail in the manner set forth above, they shall be effective five (5) days after being deposited in the mail or 24 hours after sending if sent by email. Any party may change its address for such communications by giving notice to the other party in conformity with this section.
14. **Limitation of Liability.** AUDIA SHALL NOT BE LIABLE TO THE PROFESSIONAL FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES OF ANY KIND OR NATURE, INCLUDING LOST PROFITS, OR LOST DATA, WHETHER SUCH LIABILITY IS ASSERTED ON THE BASIS OF CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), OR OTHERWISE, EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES.

15. **Governing Law and Venue.** The validity, construction and effect of this Agreement, and all extensions and modifications thereof, shall be construed in accordance with the laws of the State of California without regard to its choice of law rules, and San Francisco County, California shall be the exclusive venue for any suit, litigation or alternate dispute resolution brought pursuant to this Agreement, except as otherwise provided in the Arbitration agreement above.
16. **No Assignment.** Neither this Agreement nor any rights or obligations hereunder shall be assigned by either party without the prior written consent of the non-assigning party. Any purported assignment in violation of this section shall be void.
17. **Entire Agreement.** This Agreement constitutes the entire agreement of the parties with respect to the matters contained herein, and supersedes any and all other discussions, statements and understandings regarding such matters. This Agreement shall be amended only upon the execution of a written agreement by both parties hereto. Any attempt to amend or modify this Agreement in any manner other than by written instrument executed by the parties shall be void.
18. **No Third-Party Beneficiaries.** Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than the parties and the respective successors or permitted assigns of the parties, any rights, remedies, obligations, or liabilities whatsoever.
19. **Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.
20. **Waiver.** The waiver by a party of any breach or default in performance shall not be deemed to constitute a waiver of any other or succeeding breach or default. The failure of any party to enforce any of the provisions hereof shall not be construed to be a waiver of the right of such party thereafter to enforce such provisions.
21. **Arbitration.** In the event of any dispute or controversy arising out of, or relating to, this Agreement, the parties hereto agree to submit such dispute or controversy to arbitration in accordance with the California Code of Civil Procedure Sections 1280 *et seq.* The sole arbitrator shall be selected from the list (the “**List**”) of arbitrators supplied by the J.A.M.S. San Francisco County, California office, or any successor entity, or if it no longer exists, from a List supplied by the American Arbitration Association (“**JAMS**”) following written request by any party hereto. If the parties hereto after notification of the other party(ies) to such dispute cannot agree upon an arbitrator within thirty (30) days following receipt of the List by all parties to such arbitration, then either party may request, in writing, that JAMS appoint an arbitrator within ten (10) days following receipt of such request (the “**Arbitrator**”). The arbitration shall take place in San Francisco County, California, at a place and time mutually agreeable to the parties or if no such agreement is reached within ten (10) days following notice from the Arbitrator, at a place and time determined by the

Arbitrator. The parties hereto agree that all actions or proceedings arising in connection with this Agreement shall be arbitrated exclusively in San Francisco County, California. The aforementioned choice of venue is intended by the parties to be mandatory and not permissive in nature, thereby precluding the possibility of litigation between the parties with respect to or arising out of this Agreement in any jurisdiction other than that specified in this Section. Each party hereby waives any right it may have to assert the doctrine of forum non conveniens or similar doctrine or to object to venue with respect to any proceeding brought in accordance with this Section and stipulates that the Arbitrator shall have in personam jurisdiction and venue over each of them for the purpose of litigating any dispute, controversy, or proceeding arising out of or related to this Agreement. Each party hereby authorizes and accepts service of process sufficient for personal jurisdiction in any action against it as contemplated by this Section by registered or certified mail, return receipt requested, postage prepaid, to its address for the giving of notices as set forth in this Agreement. The decision of the Arbitrator shall be final and binding on all the parties to the arbitration and may be enforced by a court of competent jurisdiction. In addition to attorney's fees as provided in this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party its reasonable costs and expenses. The costs and fees of the arbitration shall be paid by the non-prevailing party. The Arbitrator may grant any remedy appropriate including, without limitation, injunctive relief, or specific performance. Prior to the appointment of the Arbitrator, any party may seek temporary equitable or injunctive relief from the San Francisco County Superior Court which shall be effective until a final decision is rendered by the Arbitrator.

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to execute this Agreement.

AUDIA SKINCARE

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