

**DIVINE LIVING INC.
INDEPENDENT CONTRACTOR AGREEMENT**

THIS INDEPENDENT CONTRACTOR AGREEMENT (hereinafter, the “**Agreement**”) is for the arrangement of independent contractor services by and between **Divine Living Inc.** (“**Company**”) and the individual identified in Subparagraph 1(b) below (“**Contractor**”). For purposes of this Agreement, “Company” includes all business enterprises that are owned by Company Gina “DeVee” Ratliffe and that conduct business under the name of “Faithworks,” “Gina DeVee,” “Divine Living”, and their related websites, or any derivation thereof, which are intended third-party beneficiaries of this Agreement.

1. **MATERIAL TERMS:** The Parties hereby agree to the following Material Terms, which are the essence of this Agreement, and shall be used throughout, as follows:

- a. **Date of Agreement:** *****
- b. **Contractor:** The term “Contractor”, as used throughout this Agreement shall refer to: *****
- c. **SSN/FEIN:** *****
Contact Information *****
Address: *****
- d. **Phone:** *****
Email: *****
Position The term “Position”, as used throughout this Agreement shall refer to Company’s: *****
- e. **Term:** This Agreement shall commence as of ***** and shall continue in full force unless and until terminated in accordance with the terms of this Agreement (hereinafter, the “**Term**”).
- f. **Duties and Functions:** In accordance with and addition to Paragraph 3 below, Employee shall provide the following essential duties and functions: *****
- g. **Compensation:** Contractor shall be compensated only as follows:
Subject to the provisions for termination set forth below, Contractor shall be compensated \$*****
- h. **Additional Expenses:** In addition to the business and travel expenses which may be reimbursed in accordance with Paragraph 9 below, Company shall provide Contractor with the following: *****

RECITALS

WHEREAS, Company provides services for education, consulting, and life coaching;

WHEREAS, Company and Contractor are mutually desirous of entering into a relationship in which Company shall retain Contractor to provide Services;

NOW THEREFORE, for the mutual covenants and obligations contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to the following:

2. **ENGAGEMENT AND TERM:** This Agreement shall continue in full force for either: (i) the length of the Term listed in Subparagraph 1(e) above; (ii) until all Services required hereunder are deemed completed, in the sole and absolute discretion of Company; or (iii) until this Agreement is terminated by either Party, in accordance with Paragraph 12 below, whichever occurs earlier.

3. **SERVICES AND DUTIES:** Upon execution of this Agreement, Contractor agrees to provide various services at the direction and under the instruction of Company, and shall be utilized in the capacity of the Position, as defined in Subparagraph 1(c) above. The essential job functions and duties of the Position are listed in Subparagraph 1(e) above, and incorporated by this reference; Contractor shall also perform other services, functions, duties, and responsibilities, that are customarily performed by others in similar positions, and as may be requested by Company from time to time on an on-going, intermittent basis (collectively, "**Services**"). Company reserves the right to modify Contractor's position, duties, and reporting relationship to meet business needs, and may use its business judgment and managerial discretion in deciding on appropriate discipline.

4. **COMPENSATION:** As full compensation for Services, duties and obligations rendered hereunder, Contractor shall be entitled to receive from Company, and Company shall provide Contractor, compensation according to Subparagraphs 1(g) above. Contractor shall be an Independent Contractor and agrees to abide by all legal requirements attached thereto. Contractor shall be independently responsible for all applicable State and Federal taxes from compensation received from Company. Contractor shall not receive any benefits (insurance, tax-deductions, unemployment, etc.) from Company. Contractor shall be allowed to provide similar services as are provided to Faithworks to companies similar to Company, shall be able to set her own work hours, shall utilize her own tools and equipment, shall not be under the direction and supervision of Company and shall otherwise operate independently of Company. Contractor verifies that she is an independent contractor as the term is defined by the Internal Revenue Service and not an employee.

5. **EXPENSES AND TRAVEL:** In addition to any items provided by Company to Contractor under Subparagraph 1(h) above, Company shall reimburse Contractor for all reasonable out-of-pocket business expenses incurred and paid by Contractor on behalf of Company in the course of his/her/its work and in the performance of Services required hereunder; provided, that any such purchases must first be approved in advance by Company in writing, in its sole and absolute discretion.

6. **ASSIGNMENT OF CREATIVE WORKS:** Contractor shall assign and otherwise transfer, and hereby does assign and otherwise transfer, to Company, in perpetuity and throughout the Universe, all interest in all right, title, and interest, in, of, and to confidential information, trade secrets, and inventions, whether copyrightable or patentable or not, made or conceived by Contractor, solely or jointly for Company, except for any such invention for which no equipment, supplies, facility or Trade Secret of Company was used, and which was developed entirely on the Contractor's own time, and: (a) which does not relate (1) to the business of Company, and/or (2) to Company's actual or demonstrably anticipated research or development; and/or (b) which does not result from any work performed by the Contractor for Company. All work performed by Contractor shall be on a "work for hire" basis as defined by 17 U.S.C. 101.

7. **INTELLECTUAL PROPERTY AND WORK-PRODUCT:** Contractor expressly agrees that Company retains the right, in its sole and absolute discretion, to control and maintain the manner in which Company's intellectual property are administered, delivered, marketed and/or presented. All intellectual property associated with or work-product produced pursuant this Agreement shall remain the property of Company. Contractor shall not

retain ownership of any intellectual property or work-product with respect to this Agreement. All work by Contractor shall be on a "work for hire" basis and ownership of the work-product shall vest solely in the Company.

8. OBLIGATIONS OF CONTRACTOR ON MATERIALS. At the request of Company or upon termination/expiration of this Agreement, Contractor shall immediately deliver to his supervisor all computers, books, records, papers, notes, data reference materials, drawings, memoranda, documentation, software, tools, apparatus and any other materials furnished to Contractor by Company or that were prepared or made, in whole or in part, by Contractor at any time during Contractor's association with or work with Company.

9. CONFIDENTIALITY: Contractor acknowledges that during his/her/ engagement under this Agreement he/she will have access to and become acquainted with various trade secrets, inventions, innovations, processes, information, records and specifications owned or licensed by Company and/or used by Company in connection with the operation of its business including, without limitation, Company's business and product processes, methods, customer lists, accounts, procedures, student names, student information, faculty member names, and/or faculty member information, which is/are not generally known to the public and that Contractor is exposed to by virtue of its relationship with Company under this Agreement, and that may relate to the Company's past, present or future: (i) research, (ii) development, (iii) business activities and methods, (iv) clients and client lists, (v) products, (vi) services, (vii) vendor lists, (viii) marketing materials and copy or (ix) personnel (collectively, "**Confidential Information**"). Contractor expressly agrees that such Confidential Information comprises Company's valuable and protected trade secrets. Contractor agrees that Contractor will not disclose any Confidential Information, directly or indirectly, or use any of any Confidential Information in any manner, and shall not take any action causing, or fail to take any action necessary to prevent, any Confidential Information disclosed to the Contractor pursuant to this Agreement to lose its character as Confidential Information, or as trade secrets, either during the term of this Agreement or at any time thereafter, except as required in the course of his/her engagement with Company.

10. NON-COMPETE/NON-CIRCUMVENTION: Contractor shall not contract or otherwise do business with Company's students, clients and/or persons/entities referred by Company, Company's clients or students, without the prior written approval of the Company during the term of this Agreement, with the exception of, and for a term of one (1) year following the termination/expiration of this agreement, or for a period of time equal to the length of time to complete the Services for Company if such tenure is less than one (1) year, regardless of whether the termination is initiated by Company, Contractor or under the provisions of this Agreement.

11. NON-DISPARAGEMENT: In the event that a dispute arises between the Parties, the Parties agree and accept that the only venue for resolving such a dispute shall be in the venue set forth hereinbelow. In the event of a dispute between the Parties, the Parties agree that they neither will engage in any conduct or communications, public or private, designed to disparage the other. This non-disparagement provision shall survive the termination or expiration of this Agreement.

12. REASONABLE RESTRICTIONS: Contractor acknowledges and agrees that the restrictions placed upon Contractor herein are reasonable and necessary to protect Company's legitimate interests.

13. TERMINATION: Either Party may cancel this Agreement in accordance with this Paragraph 13 by providing notice to the other Party as required herein.

- a. **Termination for Company:** Company shall have the right, exercisable by providing Contractor with written notice to terminate the Term and all of the Company's obligations under this Agreement, at any time and for any reason whatsoever. Such written notice of termination shall specify the date of termination and shall be effective immediately upon dispatch.
- b. **Termination by Contractor:** Unless previously terminated pursuant to any other provision of this Agreement, Contractor shall have the right, exercisable by providing Company with thirty (30) calendar days' written notice to Company.

- c. **Effect Upon Termination, Expiration, or Completion:** Upon termination of the Agreement for whatever reason, expiration of the Term, completion of the Term and/or Services, or at the request of the Company before termination/expiration/completion, Contractor agrees to promptly deliver to the Company all records, files, computer disks, memoranda, documents, lists and other information regarding or containing any of Company's Information.

Upon termination of the Agreement for whatever reason, expiration of the Term, upon completion of the Term and/or Services, or at the request of the Company before termination/expiration/ completion, Contractor shall no longer contact Company's students, Clients or Client Contacts.

14. **CHOICE OF LAW/VENUE:** This Agreement shall be governed by and construed in accordance with the laws of the State of California without giving effect to any principles or conflicts of law. The Parties hereto agree to submit any dispute or controversy arising out of or relating to this Agreement to binding arbitration in Los Angeles, California.

15. **LIMITATION OF LIABILITY:** By entering this Agreement, Contractor releases Company from any and all damages that may result from anything and everything. Contractor accepts any and all risks, foreseeable or non-foreseeable, arising from such transactions. Notwithstanding the foregoing, should Company be found liable, Company's liability to Contractor or to any third party is limited to the lesser of (a) the aggregate of the total compensation paid or payable to Contractor under this Agreement, and (b) Ten Thousand U.S. Dollars (\$10,000.00). All claims against Company must be lodged with the entity having jurisdiction within 100-day of the date of the first claim or otherwise be forfeited forever. Contractor agrees that Company will not be held liable for any damages of any kind resulting or arising from including but not limited to: direct, indirect, incidental, special, negligent, consequential, or exemplary damages arising out of or associated with any loss, suspension or interruption of service, termination of this Agreement, use or misuse of the work-product with respect to this Agreement or materials provided by Company to Contractor hereunder, or other performance of services under this Agreement. Contractor agrees that participation in this Agreement is at Contractor's own risk.

16. **INDEMNIFICATION:** Contractor shall defend, indemnify, and hold harmless Company and its officers, directors, shareholders, trustees, affiliates, successors, Contractors, representatives, attorneys, agents, and their respective affiliates, from and against any and all claims, demands, actions, losses, liabilities, costs, and expenses whatsoever - including without limitation, claims, damages, judgments, awards, settlements, investigations, costs, attorneys fees, and disbursements - incurred or sustained by Company as a result of, arising out of, or otherwise relating the performance of Services or Contractor's duties hereunder, except to the extent that such expenses or liabilities result from a breach of this Agreement, or the sole negligence or willful misconduct by Company, or any of its shareholders, trustees, affiliates or successors. Contractor shall defend Company in any legal actions, regulatory actions, or the like arising from or related to this Agreement. Company recognizes and agrees that all of the Company's shareholders, trustees, affiliates and successors shall not be held personally responsible or liable for any actions or representations of the Company.

17. **MODIFICATION/AMENDMENT:** No amendment, change or modification of this Agreement shall be valid unless made by an instrument in writing duly executed by both Parties.

18. **ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements, negotiations and understandings, oral or written.

19. **SURVIVABILITY:** The ownership, non-circumvention, proprietary rights, confidentiality provisions, termination provision, and any provisions relating to payment of sums owed set forth in this Agreement, and any other provisions that by their sense and context the parties intend to have survive, shall survive the termination of this Agreement for any reason.

20. **SEVERABILITY:** If any of the provisions contained in this Agreement, or any part of them, is hereafter construed to be invalid or unenforceable, the same shall not affect the remainder of such provision or any other provision contained herein, which shall be given full effect regardless of the invalid provision or part thereof.

21. **OTHER TERMS:** Upon execution of This Agreement by signature below, the Parties agree that any individual, firm Company, associates, corporations, joint ventures, partnerships, divisions, subsidiaries, Contractors, Companies, heirs, assigns, designees or consultants of which the signee is an Company, officer, heir, successor, assign or designee is bound by the terms of THIS AGREEMENT.

IN WITNESS WHEREOF the undersigned have executed this Agreement as of the day and year first written above.

For: **DIVINE LIVING INC., *******

Glenn Sisk

Date

For: **CONTRACTOR, *******

Date

SAMPLE