

INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contractor Agreement ("Agreement") is entered into and effective as of _____, 20_____, between Worker Bee Wellness, LLC, a limited liability company ("WBW"), and _____ ("Independent Contractor"). WBW and Independent Contractor are each a "Party" and together the "Parties."

I. Background

Worker Bee Wellness, LLC provides massage therapy events and opportunities in professional and private markets ("WBW Events"). WBW markets these events to a network of independent contractors referred to as "TheraBees." Independent Contractor desires to participate in WBW Events across various U.S. states. In consideration of the mutual promises below, the Parties agree as follows:

II. Independent Contractor Relationship

Independent Contractor is engaged as an independent contractor, and not as an employee, agent, partner, or joint venturer of WBW. Nothing in this Agreement creates an employment, partnership, or joint-venture relationship. Consistent with that status:

- Independent Contractor controls the manner, method, and means of performing services, subject only to the results to be achieved and any client-site or safety requirements applicable to a specific WBW Event.
- Independent Contractor sets their own schedule by choosing which WBW Events to accept or decline, and is free to provide services to others, including competitors, and to maintain a separate practice.
- Independent Contractor supplies their own tools, equipment, and supplies except where a specific WBW Event provides them.
- Independent Contractor is not eligible for WBW employee benefits (such as health insurance, paid leave, workers' compensation, or unemployment insurance), and waives any claim to them arising out of this engagement.
- WBW will not withhold or pay income tax, Social Security, Medicare, or other employment taxes on Independent Contractor's behalf. Independent Contractor is solely responsible for all applicable tax filings and payments on the compensation received under this Agreement.

Classification note: The Parties intend an independent-contractor relationship. The Parties acknowledge that worker classification is ultimately determined by applicable federal and state law based on the actual working relationship, and that some states apply stricter tests (for example, the "ABC test"). Where the law of the state in which services are performed requires a different classification

or additional terms, that law controls, and the Parties will execute any addendum needed to comply. See Section VII.

III. WBW Duties

1. **WBW Events.** WBW will inform Independent Contractor of available WBW Events for which services are needed. WBW makes no guarantee regarding the frequency or predictability of event offerings. Events are offered on a first-come, first-served basis, and WBW reserves the right to accept or reject any contractor's request to participate.
2. **Compensation.** For each WBW Event the Independent Contractor performs, WBW will pay a commission of eighty percent (80%) of the fees actually collected by WBW for the services the Independent Contractor rendered at that Event, unless a different rate is disclosed to the Independent Contractor in advance for a specific Event or engagement and accepted by the Independent Contractor when they accept that Event. Any additional bonuses or incentives will be communicated in advance and are subject to the Independent Contractor's acceptance. Payment will be made within ten (10) business days after completion of the applicable WBW Event. WBW will issue an IRS Form 1099-NEC for any calendar year in which total compensation paid to the Independent Contractor is \$600 or more, or as otherwise required by law. Tips given directly to the Independent Contractor by clients are solely the Independent Contractor's property. Compensation that has been earned for services already performed will be paid in accordance with this Section and applicable law regardless of either Party's termination of this Agreement.

IV. Independent Contractor Duties

1. **Licensing and Insurance.** Independent Contractor must maintain a valid massage therapy license and professional liability insurance that comply with the laws and requirements of each state in which services are provided. Proof of the current license and insurance policy must be supplied to WBW upon request. Independent Contractor must promptly notify WBW of any change to their licensing or insurance status and, as a condition of participation in WBW Events, must add WBW as an additional insured on their professional liability policy.
2. **Participation in WBW Events.** Participation in any WBW Event is voluntary. Upon accepting an Event, Independent Contractor agrees to follow any additional terms provided for that specific Event. All clients must sign the required Client Waiver and Release Form prior to receiving services.
3. **Marketing and Intellectual Property.** During WBW Events, Independent Contractor will use only WBW-provided marketing materials and will not create or distribute any materials bearing the WBW brand without WBW's prior written consent.
4. **Non-Solicitation.** During the term of this Agreement and for twelve (12) months afterward, Independent Contractor will not actively solicit WBW clients for independent services outside of WBW Events. If, however, a WBW client independently initiates contact and requests services outside of WBW Events, Independent Contractor may provide those services directly, provided the Independent Contractor clearly discloses to the client that the services are independent of and not

associated with WBW. The client's company shall not be liable for services the Independent Contractor provides independently.

5. **Compliance with Laws.** Each Party will comply with all federal, state, and local laws and regulations applicable to its performance under this Agreement, including licensing, tax, and health-and-safety requirements in the states where services are performed.
6. **Background Check.** Independent Contractor consents to a background check as a condition of participation, to the extent permitted by, and conducted in compliance with, applicable law (including the federal Fair Credit Reporting Act and any applicable state equivalents). WBW will obtain any separate written authorization required by law before initiating a background check.
7. **Confidentiality.** Independent Contractor will keep confidential, and will not use except to perform under this Agreement, any non-public information of WBW or its clients, including client lists, pricing, and business methods. This obligation survives termination of this Agreement.
8. **Indemnification.** Independent Contractor will indemnify and hold harmless WBW and its clients from claims, damages, and expenses (including reasonable attorneys' fees) arising out of the Independent Contractor's services, negligence, willful misconduct, or breach of this Agreement, except to the extent caused by WBW's own negligence or willful misconduct.

V. Term and Termination

1. **Termination.** Either Party may terminate this Agreement at any time, with or without cause, by written notice to the other. WBW may terminate immediately for the Independent Contractor's failure to comply with their duties under this Agreement. Termination does not affect either Party's obligations for WBW Events already accepted or performed, and all compensation earned for services performed before termination will be paid in accordance with Section III.2.

VI. Dispute Resolution

Any dispute arising out of or relating to this Agreement will first be submitted to good-faith mediation. If the dispute is not resolved through mediation, it will be resolved by binding arbitration administered under the rules of a recognized arbitration provider, seated in the state of WBW's principal place of business, and the Parties waive any objection to jurisdiction or venue there. Nothing in this Section prevents either Party from seeking injunctive relief in court to protect confidential information or intellectual property, and this Section applies only to the extent permitted by the law of the state in which services are performed.

VII. State-Specific Provisions

Because the Independent Contractor may perform services in more than one state, the mandatory laws of the state in which services are actually performed will control over any conflicting provision of this Agreement (including any provision regarding worker classification, payment of earned compensation, non-solicitation, or arbitration). Where a state requires specific contract language or a separate

addendum for independent contractors, the Parties will execute that addendum, which will be incorporated into this Agreement for services performed in that state.

VIII. General Provisions

1. **Notice.** All required notices must be delivered by one of the following methods; no verbal communication is binding under this Agreement: personal delivery; text message; email; or certified or registered mail, return receipt requested.
2. **Governing Law.** This Agreement is governed by the laws of the state in which WBW is organized, except where the mandatory law of the state in which services are performed applies under Section VII.
3. **Severability.** If any provision of this Agreement is held invalid or unenforceable, the remaining provisions remain in full force, and the invalid provision will be modified to the minimum extent necessary to make it enforceable while preserving its intent.
4. **No Waiver.** A Party's failure to enforce any provision is not a waiver of its right to enforce that or any other provision later.
5. **Assignment.** Independent Contractor may not assign this Agreement without WBW's prior written consent. WBW may assign this Agreement to a successor or affiliate.
6. **Entire Agreement; Amendment.** This Agreement, together with any Event-specific terms and any state addendum, is the entire agreement between the Parties and supersedes all prior discussions. It may be amended only by a writing signed by both Parties, except that WBW may set different compensation rates or terms for future Events as provided in Section III.2, which the Independent Contractor accepts by accepting those Events.
7. **Counterparts; Electronic Signature.** This Agreement may be signed in counterparts and by electronic signature, each of which is an original and all of which together form one agreement.
8. **Survival.** Sections addressing compensation earned, confidentiality, non-solicitation, indemnification, dispute resolution, and these general provisions survive termination of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

INDEPENDENT CONTRACTOR

By: _____

Print Name: _____

Date: _____

WORKER BEE WELLNESS, LLC

By: _____

Title: _____

Print Name: _____

Date: _____