

INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contractor Agreement ("Agreement") is entered into by and between _____ ("CONTRACTEE") and the undersigned contractor providing services to Contractee ("CONTRACTOR") (together, "The Parties") as of the date executed by the parties below ("Effective Date").

RECITALS

- A. Contractee is him/herself an independent contractor performing medical examinations for businesses that serve the life insurance and health/wellness industries.
- B. The Parties desire to have Contractor perform services on behalf of Contractee.
- C. Therefore, in consideration of the promises and covenants set forth below, which the parties acknowledge constitute good and sufficient consideration, the Parties hereby agree as follows:

AGREEMENT

1. Duties. Contractor will perform duties as requested from time to time by Contractee (the "Services").
2. Independent Contractor Relationship. Contractor will perform all Services as an independent contractor in accordance with the following:
 - 2.1. Contractor's Operation of Independent Business. Contractor hereby warrants and represents that it is an independent business that it may offer its services to customers other than Contractee. Contractee acknowledges and agrees that throughout the Term of this Agreement, Contractor is free to continue performing services for other customers, including competitors of Contractee.
 - 2.2. Contractor's Exercise of Control and Discretion. Contractor shall be free to exercise control and discretion over the manner in which it performs the Services under this Agreement.
 - 2.3. Contractor's Supply of Principal Tools. In order to perform the Services, Contractor shall be responsible for supplying any tools (including by way of example: EKG machine and centrifuge.)
 - 2.4. Contractor's Responsibility for Contractor's Employees and Subcontractors. Contractor may, in Contractor's sole discretion and with Contractee's approval, engage or employ other persons to assist Contractor in performing the Services (Contractor's "Employees and Subcontractors"). Contractor shall supervise the work of Contractor's Employees and Subcontractors and shall be solely responsible for their compensation and for complying with all requirements and obligations relating to their engagement or employment under applicable laws. With respect to Contractor's Employees and Subcontractors, Contractor shall be solely liable and responsible for procuring and maintaining all insurance required under applicable law and for paying all employment taxes, worker's compensation insurance premiums, and any other taxes or insurance premiums required under applicable law. If Contractor is not required by applicable law to maintain worker's compensation insurance, Contractor hereby indemnifies and holds harmless Contractee from and against any and all worker's compensation claims made by Contractor or any of Contractor's Employees and Subcontractors. Contractor hereby warrants and represents that Contractor's Employees and Subcontractors shall possess all skills, training, licenses, certifications and other qualifications required to perform the Services in full compliance with all laws, regulations and professional standards of the applicable state and municipality. Contractee shall have no obligation or liability with respect to Contractor's Employees and Subcontractors, and they shall not be deemed to be employees, subcontractors, or representatives of, or in any contractual relationship with, Contractee.
 - 2.5. No Authority to Bind. Neither Contractor nor Contractor's Employees and Subcontractors shall hold themselves out in any manner as employees of Contractee. Neither Contractor nor Contractor's Employees and Subcontractors shall have any authority to enter into any agreement, written or oral, on behalf of Contractee.
 - 2.6. No Employment Relationship. Nothing in this Agreement shall create an employer-employee relationship, partnership or joint venture relationship between Contractor and Contractee. Contractor shall have no claim against Contractee under this Agreement or otherwise for worker's compensation insurance, unemployment insurance benefits, vacation time, vacation pay, sick leave, retirement benefits, health or life insurance, social security benefits, disability insurance benefits or any other employee benefit.
3. Term. The Agreement shall commence on the Effective Date and shall remain in effect until terminated in accordance with Section 4.
4. Termination. Either Contractor or Contractee may terminate this Agreement for convenience upon written notice to the other Party. If either Party terminates this Agreement pursuant to this Section 4, Contractor will have no right to any compensation other than compensation for work that Contractor has already satisfactorily completed, and for which Contractor has not yet been paid, at the time such termination takes effect. Contractee shall have no further obligations to Contractor under this Agreement or at all.
5. Billing and Payments.
 - 5.1. Negotiated Fees. Payment for the Services shall be made at such rates and on such terms as have been freely negotiated between Contractee and Contractor, as provided for in attached Exhibit A to this Agreement, which may be amended from time to time upon mutual agreement.
 - 5.2. No Withholding. All compensation paid under this Agreement shall constitute revenues to Contractor. Contractor acknowledges and agrees that Contractor is solely responsible for payment of Contractor's income taxes and other taxes. Contractor acknowledges that Contractee shall not withhold on Contractor's behalf any sums under the Federal Insurance Contributions Act, the Federal Unemployment Tax Act, or under any other federal, state or municipal income tax, unemployment insurance tax, disability insurance tax, or other welfare or health insurance program, nor will Contractee make any contributions to any of the foregoing with respect to Contractor. Contractor understands and agrees that Contractee will report all payments made to Contractor pursuant to this Agreement on a Form 1099 at the end of each calendar year in which Contractor provides Services.
6. Confidentiality
 - 6.1. Confidential Information Defined. "Confidential Information" is information disclosed or otherwise made available to Contractor pertaining to any of the following: (a) Contractee's "trade secrets" (as defined in California Civil Code section 3426 et seq.); (b) proprietary information of Contractee; (c) any and all information relating to the finances of the Contractee including by way of example: transactions, balances, deposits, payments, billing, and any other accounting operations; (d) information held in trust or confidence by Contractee for any third party; (d) "Protected Health Information" ("PHI") and "Electronic PHI" as those terms are defined under: the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the regulations promulgated

thereunder by the U.S. Department of Health and Human Services (the "HIPAA Regulations") including 45 CFR Section 160.103, and the Health Information Technology for Economic and Clinical Health Act of 2009 (the "HITECH Act"); and (e) information concerning Contractee's business affairs and operations that is not generally known to the public or to Contractee's competitors.

- 6.2. Exceptions to Confidential Information. Information shall not be Confidential Information if Contractor can document that such information: (a) is in the public domain through no act or failure to act on the part of Contractor; (b) was properly known to Contractor, without any obligation of confidentiality, at the time such information was received from or otherwise disclosed by Contractee; (c) was properly disclosed to Contractor by a third party without a breach of any obligation and without restriction; or (d) was independently developed by Contractor without reference to or use of Confidential Information. Moreover, nothing in this Agreement is intended to or does prevent Contractor from disclosing Confidential Information to the extent such disclosure is required by law, provided that upon learning of such requirement, Contractor has furnished Contractee with advance notice of such requirement in sufficient time for Contractee to seek, in Contractee's discretion, an appropriate protective order or otherwise oppose or limit such disclosure.
- 6.3. Safeguarding Confidential Information. Contractor will hold in confidence and not possess or use any Confidential Information except to the extent actually required to perform the Services hereunder, and will not disclose any Confidential Information except as expressly permitted by this Agreement. Contractor will use Contractor's best efforts at all times to safeguard all Confidential Information from loss, theft, damage and destruction.
- 6.4. Return of Confidential Information. Upon the termination of this Agreement or at any earlier time requested by Contractee, Contractor will promptly return to Contractee all Confidential Information and all copies, extracts and other objects or items in which any Confidential Information is contained or embodied.
- 6.5. Survivability. Contractor's obligation to maintain the confidentiality and security of Confidential Information shall survive the termination of this Agreement.
7. Indemnification. If an act or omission of Contractor or Contractor's Employees or Subcontractors causes Contractee to sustain damages, Contractor shall have no obligation to indemnify Contractee unless: (a) the damages relate to a worker's compensation claim by Contractor or Contractor's Employees or Subcontractors; or (b) the damages were caused by a negligent or intentional act on the part of Contractor or Contractor's Employees or Subcontractors and are not fully covered by a policy of insurance. If one of the preceding clauses (a) or (b) applies, Contractor shall indemnify and hold harmless Contractee from and against such damages, but only to the extent that such damages are not covered by a policy of insurance.
8. Entire Agreement. This Agreement, and any Amendments, Exhibits, or Attachments attached hereto, constitutes the complete understanding between Contractor and Contractee with respect to the independent contractor relationship. To the extent any provision of this Agreement conflicts with any prior written or oral agreement, this Agreement shall prevail and govern.
9. Amendment/Waiver. This Agreement may be amended or rescinded only by a writing signed by Contractor and by Contractee's President or Chief Operating Officer. No breach of any provision of this Agreement can be waived except in a writing signed by the Party against whom the waiver is asserted. No waiver on one occasion shall constitute a future waiver of the same or any other provision.
10. Severability. If a court of competent jurisdiction holds any provision of this Agreement to be invalid, void or unenforceable, the remainder of the Agreement will still remain in force.
11. Governing Law and Venue. This Agreement shall be governed by and construed under the laws of the State of California without reference to its conflict-of-law provisions. The state and federal courts located in San Diego County, California and Los Angeles, County California shall have exclusive jurisdiction and venue in case of any legal action relating to or arising from this Agreement or the performance of the Services, and the Parties hereby consent to such jurisdiction and venue and waive any objection thereto including, without limitation, any objection based on inconvenient forum.
12. Electronic and Digital Signatures Permitted. Each Party may execute this Agreement with either a manual signature, digital signature or electronic signature. The use of a digital signature or electronic signature shall have the same force and effect as the use of a manual signature. In addition, a signature provided via fax transmission shall be valid, binding and enforceable for all purposes to the same extent as an original signature.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date(s) set forth below.

"CONTRACTEE"

Signature

Printed Name

Title

Date

"CONTRACTOR"



Signature

Ryan Janeway

Printed Name

Chief Executive Officer

Title

January 1, 2017

Date