



## INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contractor Agreement (“Agreement”) is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2016, by and between Glamour Shots Licensing, Inc. (dba Glamour Shots of Oklahoma City) (“Company”) and \_\_\_\_\_ (“Contractor”).

In consideration of the mutual terms and provisions set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Company and Contractor agree as follows:

1. Duties. The Company hereby retains Contractor to perform duties as a Contract Photographer. If the contractor chooses to accept this job then they shall fulfill the needs outline in the job description in a mutually agreeable way. Contractor shall do such traveling as is reasonably required in order to perform Contractor's duties hereunder.

2. Performance. Contractor agrees to devote the necessary time and capacities to the performance of his/her duties.

3. Term. The parties agree that the Company or the Contractor may terminate this Agreement, with or without cause, at anytime.

4. Compensation. For all services to be rendered by Contractor under this Agreement, the Company shall pay Contractor according to the attached compensation schedule.

5. Business Expenses. Contractor is not entitled to reimbursement from the Company for any expenses incurred in the performance of his/her duties hereunder.

6. Representations and Warranties. Contractor represents that he/she is qualified and competent to render the services which are required under this Agreement.

7. Further Outline of Duties and Responsibilities of Contractor. In the performance of his/her duties hereunder; Contractor will, in general, determine how he/she will perform the duties to be performed hereunder. Further, Contractor acknowledges that he/she is competent to perform the services and duties hereunder, but to the extent further training is required, Contractor shall provide such additional training at his/her own expense. Contractor is specifically permitted to perform other work, duties, or services for other individuals and the general public as the Contractor may determine from time-to-time.

8. Relationship of Parties. For purposes of this Agreement, the Contractor shall be considered an “independent contractor” and shall never be considered an employee of the Company. Because the Contractor is an independent contractor, and is not an employee, **Contractor shall be solely responsible for the payment of any and all taxes which may be attributable to the compensation paid to him/her pursuant to this Agreement, which will include by example, not by limitation, any and all income taxes and employment taxes.** Further, at no time during the term of this Agreement will Contractor hold himself/herself out to be either an employee or agent of or otherwise acting on behalf of the Company and at all times he/she shall refer to him/her as being only an “independent contractor” of the Company.

9. Nonsolicitation. During the term of this Agreement and for a period of eighteen months thereafter, Contractor will not directly or indirectly induce or attempt to induce any employee of the Company to terminate his or her employment to go to work for another company or third party. In addition, during the term of this Agreement and for a period of eighteen months thereafter, Contractor shall not directly solicit any established customer of the Company with a view toward inducing or encouraging such customer to discontinue or curtail any business relationship with the Company.

10. Confidential Information. Contractor recognizes that, as a result of his/her providing services under this Agreement, he/she will have access to confidential information, trade secrets, proprietary methods and other data which is the property of and integral to the operation and success of the Company. Contractor agrees that he/she will not divulge, disclose, utilize or retain any of the Company's confidential and proprietary information during the term of this Agreement or at anytime in the future.

11. Binding Effect. This Agreement shall be binding upon the parties hereto and their respective heirs, legal representatives, successors and assigns.

12. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Oklahoma.

13. Assignment. This Agreement may not be assigned by Contractor, nor may Contractor delegate his duties hereunder, without the express written consent of the Company. The Company may assign this Agreement to any affiliated or related entity or successor company.

14. Amendments. This Agreement may not be amended except by an instrument in writing signed by the Company and Contractor.

15. Notices. Any notices required or permitted to be given hereunder shall be deemed to have been duly given if in writing and delivered personally or sent by United States first class mail, postpaid, addressed or delivered to the addresses set forth below the signatures of the parties.

16. No Waiver. No waiver of a breach of any provision of this Agreement shall be construed to be waiver of any breach of any other provision. No delay in acting with regard to any breach of any provision of this Agreement shall be construed as a waiver of such breach.

17. Entire Agreement. Contractor acknowledges receipt of a copy of this Agreement and agrees that with respect to the subject matter hereof, it is the entire understanding and agreement with the Company regarding its subject matter, superseding any and all previous oral and written agreements regarding relationship between Contractor and the Company. There are no oral representations, understandings or agreements with the Company or any of its officers or representatives covering the same subject matter.

DATED as of the day and year first above written.

Company Rep:

\_\_\_\_\_

Title:

\_\_\_\_\_

Contractor:

\_\_\_\_\_