



INDEPENDENT CONTRACTOR AGREEMENT

This agreement made this _____ day of _____, _____ by and between C.O.B.E. Agency and “Independent Contractor”, identified as:

Name: _____ Mobile number: _____

Address: _____ Home number: _____

City: _____ State _____ Zip _____

E-mail: _____

License Number: _____ Social Security Number _____

Additional Licenses: _____

RECITALS

WHEREAS, C.O.B.E. Agency is in the business of referring cosmetology professionals for temporary and permanent assignments to certain businesses with which it has contractual relationships, for purposes of this Agreement these businesses shall be known as “Client(s)” and

WHEREAS, Contract Employee is a licensed professional and desires to have C.O.B.E. Agency secure employment for licensed professionals for temporary or permanent purposes, and

NOW, THEREFORE, in consideration for the mutual promises made herein and for other good and valuable consideration the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. TEMPORARY SERVICES

a. **SERVICES.** C.O.B.E. from time to time during the term of this Agreement shall offer Contract Licensed Professional the opportunity to perform professional beauty services at the locations of various Clients. On each such occasion, upon notification from C.O.B.E., which shall constitute a “Referral”, Contract Licensed Professional shall have the option of either accepting or rejecting said referral.

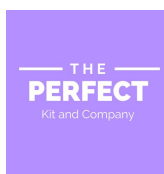
b. **COMPENSATION.** For temporary services provided under and pursuant to this Agreement, C.O.B.E. shall invoice the Client and pay Contract Licensed Professional at rates to be agreed upon by C.O.B.E. and Contract Licensed Professional, prior to Contract Licensed Professional accepting the Referral. Legal holidays, the rate for which is presently one and one-half times the regular rate for that specific Client, unless otherwise agreed by a Contracted Licensed Professional. For purposes of this Agreement, legal holidays shall be defined as New Year’s Day (January 1), Easter Sunday, Memorial Day (Last Monday in May), Independence Day (July 4), Labor Day (First Monday in September), Thanksgiving Day (Fourth Thursday in November), and Christmas Day (December 25).

c. **PAYMENT.** C.O.B.E. shall pay Contract Licensed Professional for services rendered hereunder, on a timely basis which shall be defined as no more than five days after the close of each bi-weekly calendar period, which shall be defined as ending Sunday at midnight.

d. **RECORD KEEPING.** C.O.B.E. agrees to keep a record of all compensation paid to Contract Licensed Professional hereunder to annually provide Internal Revenue Form 1099 to Contract Licensed Professional.

e. **RESTRICTIVE COVENANT.** Without C.O.B.E.’s prior written consent, which may be withheld in its absolute sole discretion, C.O.B.E. and Contract Licensed Professional agree that Contract Licensed Professional will not, during the term, and at any time during the (36) thirty-six month period from the date Contract Licensed Professional last provides any temporary services to ANY Client of C.O.B.E., directly or indirectly, on Client’s own behalf or as a principal, partner, stockholder, officer, engage, agent, consultant, employee, independent contractor, director or trustee of any person, entity, firm or corporation: (i) provide any professional beauty services, whether or not the engagement or contracting is full-time or temporary, pursuant to a written or oral agreement, or for a determined period or at will. (ii) direct or refer any Clients of C.O.B.E. or Licensed Professionals who have agreements with C.O.B.E. to any of C.O.B.E.’s competitors, or otherwise interfere in the business relationships of C.O.B.E. (iii) Remedies. The parties each acknowledge that: (i) the services provided by C.O.B.E. are special and unique; (ii) that the breach by Contract Licensed Professional of the provisions of this Section may cause C.O.B.E. irreparable harm; and (iii) monetary damages in an action at law may not provide an adequate remedy in the event of a breach. Accordingly, Contract Licensed Professional agrees that, in addition to any other remedies

_____ Licensed Professional Initial



(legal, equitable or otherwise) available to C.O.B.E., C.O.B.E. may seek and obtain injunctive relief against the breach or threatened breach of the provisions of this Section as well as all other rights and remedies available at law and equity including, without limitation, the right to be Indemnified by Contract Licensed Professional for all claims, damages, actions, suits whatsoever for a breach of this Section. Nothing contained in this Section will be construed as prohibiting C.O.B.E. and all other injured parties from pursuing all other remedies available to them for a breach or threatened breach of the provisions of this Section, without the requirement of posting a bond, including the recovery of damages from Contract Licensed Professional. Contract Licensed Professional further acknowledges and agrees that the covenants contained in this Section are necessary for the protection of C.O.B.E. 's legitimate business and professional duties, ethical obligations and interests, and are reasonable in scope and content. These legitimate business interests include, without limitation, trade secrets (as defined under applicable state law); other valuable confidential business information that may not qualify as trade secrets, but as to which C.O.B.E. or any of its affiliates has expended time and money in developing and as to which any of them hold confidential and proprietary, substantial business relationships with existing and prospective customers and clients; customer and client goodwill associated with its ongoing business and evidenced by the various trademarks, trade names, service marks and trade dress used by C.O.B.E. or any of its affiliates in connection with its business, and an expectation of continuing patronage from its existing customers and clients; and the extraordinary and specialized personnel which may be provided by C.O.B.E. to clients. (iv) The covenants and agreements in this paragraph are conditions precedent to the referral of Contract Licensed Professional by C.O.B.E., and are relied upon by C.O.B.E. to induce C.O.B.E. to enter into this Agreement and to provide Referral(s) to Contract Licensed Professional. The existence of any claim or cause of action of Contract Licensed Professional against C.O.B.E. shall not constitute a defense to the enforcement by C.O.B.E. of the covenants and agreements contained in this paragraph, and Contract Licensed Professional is not entitled to any setoff against said claims. This section shall survive termination of this agreement.

2. DURATION AND TERMINATION. This Agreement shall become effective as of the date above written and shall continue until terminated by either party. Termination shall be effective thirty (30) days after the date of any such notice, which shall be given in writing. All covenants contained in this Agreement shall survive any termination of this Agreement.

3. INDEPENDENT CONTRACTOR. The status of Contract Licensed Professional is that of an independent contractor as between C.O.B.E. and Contract Licensed Professional. Nothing herein shall be deemed to establish an employer – employee, agency, partnership or joint venture between Contract Licensed Professional and C.O.B.E.. With the exception described in Paragraph 1.(e) above, Contract Licensed Professional is free to work for or provide service to any professional or other entity needing their services and to accept referrals from C.O.B.E. competitors.

4. LICENSED PROFESSIONAL REPRESENTATION. Contract Licensed Professional represents and warrants as follows:

- a. That Contract Licensed Professional is a Licensed Professional duly registered as may be required by the State within which they are practicing professional beauty.
- b. That Contract Licensed Professional shall provide services to Clients to whom Contract Licensed Professional is referred by C.O.B.E. to the best of Contract Licensed Professional's ability and in a professional and workmanlike manner, and shall observe all rules and regulations governing the profession.
- c. Contract Licensed Professional shall be responsible for payment of all federal income taxes and FICA contributions associated with the services provided by Contract Licensed Professional pursuant to this Agreement on a timely basis and acknowledges and agrees that C.O.B.E. has no obligation to withhold federal income tax or FICA from any compensation due or paid to Licensed Professional. TLicensed Professional further acknowledges that C.O.B.E. shall not provide, and is not responsible for providing any employee benefits to Contract Licensed Professional, regardless of whether C.O.B.E. provides any employee benefits to its regular full-time employees, or otherwise.
- d. Contract Licensed Professional understands that C.O.B.E. does not provide workers compensation insurance coverage for Licensed Professionals.

5. INDEMNIFICATION. Licensed Professional hereby agrees to fully indemnify, defend and hold harmless C.O.B.E. for any and all claims, actions or suits against C.O.B.E. arising out of any act or omission of Contract Licensed Professional which is related directly or indirectly to the services performed by Contract Licensed Professional pursuant to this Agreement or for any other act or omission of Contract Licensed Professional for which a third party attempts to hold C.O.B.E. liable, including but not limited to the payment of attorney's fees and costs.

6. DEFAULT. Contract Licensed Professional shall be deemed in default of this Agreement for failing to perform any obligation or observe any covenant or term established under this Agreement. In such an event, C.O.B.E. shall have no further responsibility to Contract Licensed Professional hereunder, and C.O.B.E. may immediately institute an action to collect all amounts due and owing it, in addition to any other remedies provided C.O.B.E. under this Agreement or applicable law. In the event that Contract Licensed Professional renders services to any Client(s) in violation of the restrictive covenants set forth in Paragraph 1e, above, in addition to the other remedies set forth therein, Contract Licensed Professional shall pay to C.O.B.E. the sum of 15% of the gross sums or compensation received by Contract Licensed Professional from Clients during the 36 month restrictive covenant period.

7. PERMANENT PLACEMENT. Contract Licensed Professional acknowledges and understands that C.O.B.E. also provides full time placement services for its Clients. Should Contract Licensed Professional accept a permanent position with a Client previously serviced by Contract Licensed Professional pursuant to Paragraph 1 hereof, Contract Licensed Professional shall do nothing to avoid or obviate the terms of any agreement between C.O.B.E. and its Client with respect to fees due and owing C.O.B.E. by Client arising from such



permanent placement and understands that any interference may subject Contract Licensed Professional to liability.

8. **CONFIDENTIAL INFORMATION.** Contract Licensed Professional agrees that all information and knowledge that Contract Licensed Professional may receive about C.O.B.E. or Clients, pursuant to the performance of services rendered pursuant to this agreement is strictly confidential. This knowledge and information includes, but is not limited to, the identity of the Clients of C.O.B.E., the pricing of services by C.O.B.E. to its Clients, C.O.B.E.'s methods of operation, trade secrets and any and all other information Contract Licensed Professional receives about C.O.B.E.. Contract Licensed Professional recognizes that all such information is valuable special and unique assets of C.O.B.E. business that gives C.O.B.E. an advantage over its actual and potential competitors. Contract Licensed Professional therefore, shall not at any time while placed temporarily or [permanently pursuant to this Agreement, or at any time thereafter, disclose any such confidential information or any part thereof to any person, firm, corporation, association, or other entity for any reason or purpose whatsoever without prior written authorization from CO.B.E.. In the event of a breach or threatened breach by Contract Licensed Professional of the provisions of this paragraph, C.O.B.E. shall be entitled to a temporary and permanent restraining order or injunction restraining Contract Licensed Professional from disclosing in whole or in part the confidential information described in this paragraph. Nothing herein shall be construed as prohibiting C.O.B.E. from pursuing any other remedy available to C.O.B.E. for such breach.

9. **ATTORNEY'S FEES.** In the event it becomes necessary for any party to bring suit to enforce this Agreement or for the damages on account of any breach of this Agreement, or any covenant, condition, requirement or obligation contained herein, the prevailing party shall be entitled to recover from the other party, in addition to its damages, all legal costs and reasonable attorney fees, at trial and all appellate levels, and in any bankruptcy case or post judgment proceedings.

10. **SUCCESSORS, HIERS, PERSONAL REPRESENTATIVE AND ASSIGNS.** The covenants and agreements herein contained shall insure to the benefit of and be binding upon the parties hereto and their successors, heirs, personal representative and assigns.

11. **APPLICABLE LAWS AND VENUE.** This Agreement and the rights of the parties hereunder shall be interpreted in accordance with the laws of the State of California. The parties agree that the exclusive venue for any dispute, action of suit arising out of this Agreement and brought by or against either party hereto, shall be in the State courts of Los Angeles County, California unless expressly waived by C.O.B.E..

12. **CAPTIONS.** The captions to the paragraphs of this Agreement are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope or intent of this Agreement, nor in any way affect this Agreement.

13. **ENTIRE AGREEMENT.** All understandings and agreements heretofore had between the parties are merged into the document, which alone fully and completely expresses their agreement. Except as stated herein, no change may be made in this Agreement except by instrument in writing, duly executed with the same formalities of this document.

14. **SEVERABILITY.** In the event any provision of this Agreement is found to be void, invalid or unenforceable as a result of any judicial or administrative proceeding or decree, this Agreement shall be construed and enforced as if such provision were not contained in this Agreement.

15. **CONSTRUCTION OF AGREEMENT.** Wherever the context of this Agreement so requires, words used in the neuter gender include the masculine and feminine; the singular includes the plural and the plural the singular; the word "person" includes a corporation, company, partnership, association of society, as well as a natural person.

16. **COUNTERPARTS.** This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute but one and the same agreement. Facsimile signatures may be deemed binding for this Agreement or any amendment thereto.

17. **WAIVER OF JURY TRIAL.** C.O.B.E. AND CONTRACT LICENSED PROFESSIONAL HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT EITHER OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED UPON THIS AGREEMENT OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT AND ANY OTHER DOCUMENT REFERENCED HEREIN OR CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HERewith, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN), OR ACTIONS OR OMISSIONS OF ANY PARTY. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS AGREEMENT.

C.O.B.E.

Licensed Professional

By: _____

By: _____

Linda Dupree Title: President/CEO

Print Name _____