**One World Studio**



One World Studio, Independent Contractor Agreement This Independent Contractor Agreement ("Agreement") is made and entered into by and between, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ("Contractor") and One World Studio (“Client”).

1. Engagement of Services. Contractor will provide Client with the following services: See Attached.

2. Compensation. Client shall pay Contractor $ \_\_\_\_\_\_ per hour paid on the 5th and 20th of each month providing hours are submitted on or around the 1st and 16th of each month that services are performed for the Client. The period of the 1st through the 15th are paid on the 20th of that month and the period of the 16th through the 31st are paid on the 5th of the following month.

3. Independent Contractor Relationship. Contractor's relationship with Client will be that of an independent contractor, and nothing in this Agreement is intended to, or should be construed to, create a partnership, agency, joint venture, or employment relationship. Contractor will not be entitled under this Agreement to any of the benefits that Client may make available to its employees, including but not limited to group health insurance, life insurance, profit sharing, retirement benefits, paid vacation, holidays or sick leave, or workers' compensation insurance. No part of Contractor's compensation will be subject to withholding by Client for the payment of any social security, federal, state or any other employee payroll taxes. Client will regularly report amounts paid to Contractor by filing a Form 1099MISC with the Internal Revenue Service as required by law. Contractor may perform the services required by this Agreement at any place or location and at such times as Contractor shall determine. Contractor agrees to provide all tools and instrumentalities, if any, required to perform the services under this Agreement.

4. Ownership of Property & Confidentiality Agreement. Contractor acknowledges and agrees that all documents, idea’s and business information produced by Contractor, including but not limited to memoranda, business plans, business structure, research notes, correspondence, emails, pleadings, and reports in the course of his work for Client, shall be the property of Client, and Contractor shall keep confidential and retain no ownership, interest, or rights therein.

5. Governing Law. This Agreement shall be governed in all respects by the laws of the United States of America and by the laws of the State of Utah. Each of the parties irrevocably consents to the exclusive personal jurisdiction of the federal and state courts located in Utah, as applicable, for any matter arising out of or relating to this Agreement, except that in actions seeking to enforce any order or any judgment of such federal or state courts located in Utah, such personal jurisdiction shall be nonexclusive.

6. Severability. If any provision of this Agreement is held by a court of law to be illegal, invalid or unenforceable, (a) that provision shall be deemed amended to achieve as nearly as possible the same economic effect as the original provision, and (b) the legality, validity, and enforceability of the remaining provisions of this Agreement shall not be affected or impaired thereby.

7. Injunctive Relief for Breach. Contractor agrees that his obligations under this Agreement are of a unique character that gives them particular value; Contractor's breach of any of such obligations will result in irreparable and continuing damage to Client, for which there will be no adequate remedy at law; and, in the event of such breach, Client will be entitled to injunctive relief and/or a decree for specific performance, and such other and further relief as may be proper (including monetary damages if appropriate). In other words, if you break this contract One World Studio and The Apothecary will not be obligated to pay you.

8. Contractor will honestly toggle (Or another appropriate time clock app) their time spent on One World Studio work as described in Engagement of Services. Contractor will log only time spent working on the services described. Contractor will only be paid for hours worked for client, anything from zero hours to the hour limit set in Engagement of Services attached. If in the engagement of services there is a limit to working hours for the client, then client is not responsible to pay contractor for hours worked over the limit. Any hours worked over the limit set by client are considered Service hours and the contractor agrees to work as volunteer or serving one world.

This agreement may be broken at any time at the request of either party. At that time all agreements will be null and void.

Agreed to this \_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2017. Contractor Client \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ One World Studio