

CONTRACTOR AGREEMENT

This Contractor Agreement ("Agreement") is entered into on _____ by and between _____ ("Contractor") and UPPER ECHELON MATCHMAKING, LLC DBA UPPER ECHELON EXPERIENCES, a Georgia limited liability company ("Owner"), to provide luxury companionship services to the Owner's Client(s) including a non-romantic presence and/or social engagement for Client-centered events, travel, and/or private hosting (collectively hereinafter referred to as "Services").

RECITALS

WHEREAS, Owner desires to engage Contractor to perform Services for its Clients;

WHEREAS, Contractor is sui juris, having full legal capacity to act on one's own behalf, and represents that he/she has the requisite physical fitness, mental and emotional stability, and good judgment to provide the aforementioned Services and does not suffer from any physical or psychological conditions that would prevent safe participation in the Services. Contractor represents that (s)he will comply with all federal, state, and local laws, orders, directives, and guidelines related to the Services while performing the same.

WHEREAS, Contractor will provide services to Owner and will cooperate with Owner regarding the provision of Services to Owner's Client(s), and Owner is willing to accept the Services from Contractor, pursuant to the terms and conditions set forth herein.

AGREEMENT

NOW THEREFORE, for and in consideration of the mutual promises of the parties, the receipt and sufficiency of which are hereby acknowledged, Owner and Contractor, for good and valuable consideration, agree as follows:

1. Project / Work / Service Provided. Contractor agrees to perform the services listed in this Agreement as more specifically described below with Client _____ on behalf of the Owner ("Services"):

2. Dates of Performance. Contractor will provide services from _____ until _____ ("Date"). Time is of the essence and the Date is a material term of this Agreement.

3. Independent Contractor. Contractor and Owner intend this Agreement to be one of an independent contractor nature. Accordingly, Contractor retains the sole right to direct the manner in which the Services prescribed herein are to be performed. Subject to the foregoing, Owner retains the right to criticize, to stop work, prescribe alterations, and generally to supervise the

Services to insure its quality and conformity with that specified in this Agreement. Contractor and Owner understand that it is the Contractor's sole and complete responsibility to pay all employment taxes, including Federal and State withholding taxes and Social Security, and to obtain event insurance arising out of or relating to this Agreement. Contractor warrants that upon signing of this Agreement that Contractor has obtained all stated and necessary insurance and that it shall be kept in full force and effect until the completion of the Services contracted for herein and that the Owner shall be named as an additional insured on all of the Contractor's insurance polic(ies). To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Owner's representatives, agents and employees from all claims, losses, damages and expenses arising out of or resulting from the performance of the Services, including but not limited to any such claim, loss, damage or expense caused in whole or in part by any negligent act or omission of the Contractor, anyone directly employed by them or anyone whose acts they are liable for.

4. Contractor's Fee. Owner agrees to pay Contractor \$_____ for the Services performed pursuant to this Agreement. Owner shall not be responsible for any amounts in excess of the amount stated above unless approved in writing and evidenced by a written, signed agreement.

5. Taxes. The Contractor understands and agrees that (s)he shall be responsible for all taxes, fees and expenses imposed directly or indirectly for his/her Services, labor, and/or incidental expenses necessary to fulfill this Agreement. The Contractor is responsible for following all laws, ordinances and regulations in the jurisdiction where the Service is performed.

6. Cancellation. The Owner may, without any further obligation or penalty, (i) cancel any of the Services in this contract which have not been completed by the Contractor by the specified date and/or (ii) cancel, at any time, any of the Services in this Agreement which have not yet been started by the Contractor. Upon such cancellation, no compensation will be due to Contractor.

7. Default. Contractor shall be in default of this Agreement if the Services are not fully performed on the Date to the satisfaction of the Client, as confirmed by the Client.

8. Damages. Upon default by Contractor, Owner shall be entitled to all damages incurred as a result of Contractor's default and breach of contract, including but not limited to, reimbursement from Contractor for Contractor's Fee, and all costs, fees, and expenses incurred by Owner to hire a substitute contractor to complete the Services.

9. Insurance. Contractor shall purchase and maintain a general liability insurance policy with a minimum coverage of \$2 million, naming LaShae Primus as an additional insured. A certificate of insurance must be provided to the Owner, due ten (10) days before the Date the Services are to be performed. Failure to provide proof of insurance by the Date will result in the cancellation of this Agreement.

10. Subcontractor. Contractor shall not subcontract the performance of any of the Services to be provided pursuant to this Agreement.

11. Safety. Contractor shall be responsible for the prevention of accidents or injuries to him/herself during the performance of the Services. Contractor agrees to exercise all precautions necessary to prevent accidents to him/herself. Contractor will comply with all specific health and safety requirements of the Federal Occupational Safety and Health Act, and any other applicable authority during the performance of the Services. Contractor also agrees to defend at his/her own expense and be responsible for penalties of any nature assessed by such agencies for non-compliance by him or herself. Owner's or Client's failure to stop any unsafe practices of Contractor shall not relieve Contractor of its responsibility therefore.

12. Non-Competition. By and in consideration of the Owner entering into this Contractor Agreement and the payments to be made and benefits to be provided by the Owner hereunder, and in further consideration of the Contractor's exposure to the Confidential Information of the Owner and its Clients, the Contractor agrees that the Contractor shall not, except as otherwise provided herein, during the Dates of Performance and for two (2) years following the termination of the Contractor's employment for any reason (the "Restriction Period"), directly or indirectly, contact, own, manage, operate, join, control, be employed by, or participate in the ownership, management, operation or control of, or be connected in any manner with, including, romantically or platonically, without limitation, holding any position as a principal, agent, owner, stockholder, director, officer, consultant, advisor, independent contractor, employee, partner, or investor in, any of the Owner's Client's or in any Restricted Enterprise (as defined below). For purposes of this paragraph, "Restricted Enterprise" shall mean any Person that is actively engaged in any business which is either (i) in competition with the business of the Owner conducted during the preceding six (6) months (or following the Dates of Performance, the six (6) months preceding the last Date of Performance), or (ii) proposed to be conducted by the Owner or any of its Affiliates in the Owner's or Affiliate's business plan as in effect at that time (or following the Date(s) of Performance, the business plan as in effect as of the last Date of Performance). During the Restriction Period, upon request of the Owner, the Contractor shall notify the Owner of the Contractor's then-current employment status.

13. Indemnity. Contractor agrees to hold harmless and defend Owner from all liability, including, but not limited to, all costs, claims, demand, fees, charges and judgments which arise out of or result from the negligence or intentional actions or omissions of Contractor in the performance of the Services hereunder.

14. Waiver. Failure of the Owner to insist upon strict compliance of any of the provisions of this Agreement shall not constitute a waiver of any violation.

15. Address. The Contractor herein represents he/she has provided to Owner his/her true and correct residential address, phone number, and Federal Employer Identification Number or Social Security Number. It shall be the Contractor's duty to update his/her/its contact information in writing to Owner in the event the information listed herein should change.

Address: _____

Phone Number: _____

FEIN/SSN: _____

16. Arbitration. The Owner and Contractor agree that, if any controversy or claim arising out of or relating to this Agreement cannot be settled through direct discussions, they shall endeavor first to settle the controversy or claim by a mediation administered by Miles Mediation & Arbitration in Atlanta, Georgia under its applicable rules. IF THE CONTROVERSY OR CLAIM IS NOT OTHERWISE RESOLVED THROUGH DIRECT DISCUSSIONS OR MEDIATION, THE PARTIES AGREE THAT IT SHALL THEN BE RESOLVED BY FINAL AND BINDING ARBITRATION ADMINISTERED BY MILES MEDIATION & ARBITRATION SERVICES IN ACCORDANCE WITH ITS ARBITRATION RULES AND PROCEDURES OR SUBSEQUENT VERSIONS THEREOF. THE MILES RULES FOR SELECTION OF AN ARBITRATOR SHALL BE FOLLOWED, EXCEPT THAT THE ARBITRATOR SHALL BE AN ARBITRATOR LICENSED TO PRACTICE LAW IN GEORGIA OR A RETIRED GEORGIA JUDGE. THE PARTIES AGREE THAT THE REMEDY FOR ANY CLAIM BROUGHT PURSUANT TO THIS AGREEMENT SHALL BE LIMITED TO ACTUAL DAMAGES, AND IN NO EVENT SHALL ANY PARTY BE ENTITLED TO RECOVER PUNITIVE OR EXEMPLARY DAMAGES OR TO RESCIND THIS AGREEMENT OR SEEK INJUNCTIVE OR ANY OTHER EQUITABLE RELIEF.

17. Controlling Law.

a. THIS AGREEMENT SHALL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF GEORGIA APPLICABLE TO CONTRACTS ENTERED INTO AND FULLY TO BE PERFORMED THEREIN TO THE EXTENT THE ARBITRATION PROVISIONS OF THIS AGREEMENT ARE NOT ENFORCED OR COURT PROCEEDINGS ARE OTHERWISE REQUIRED, COMMENCED OR MAINTAINED, THE PARTIES CONSENT AND AGREE TO THE EXCLUSIVE JURISDICTION AND VENUE OF THE STATE AND FEDERAL COURTS HAVING JURISDICTION OVER FULTON COUNTY, GEORGIA, WITH RESPECT TO ANY ACTION THAT ANY PARTY DESIRES TO COMMENCE ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR ANY BREACH OR ALLEGED BREACH OF ANY PROVISION OF THIS AGREEMENT, AND ALL PARTIES WAIVE ANY OBJECTION AS TO IMPROPER VENUE OR THAT ANY STATE OR FEDERAL COURT OF GEORGIA IS AN INCONVENIENT FORUM.

b. Nothing in this Agreement shall be construed to require the commission of any act contrary to law, and in the event of any conflict between any provision of this Agreement and any present or future statute, law, ordinance or regulation, the latter shall prevail and the provision of this Agreement affected thereby shall be modified only to the extent necessary to bring it within legal requirements, such provision shall be deemed stricken and severed from this Agreement and the remaining terms of this Agreement shall continue in full force and effect.

18. Attorney's Fees. In the event of a default by Contractor and Owner engages an attorney to collect damages resulting therefrom or to defend or enforce any of the Owner's rights under this Agreement, Owner shall be entitled to collect statutory attorneys' fees in an amount equal to fifteen (15%) percent of the damages incurred.

19. No Rule of Construction Against the Drafter. Any rule of construction to the effect that any ambiguity is to be resolved against the drafting parties shall not be applied to the interpretation of this Agreement.

20. Entire Agreement. The Agreement constitutes and represents the entire agreement between the Owner and the Contractor, and supersedes and extinguishes all prior agreements, understandings, representations, warranties and arrangements of any nature, whether oral or written, between the parties relating to the work to be performed hereunder. The Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns. The Agreement is not for the benefit of any other person, and no other person shall have any right under the Agreement against either party. This Agreement may not be amended except in writing signed by the Owner and the Contractor.

21. Severability. Should any court of competent jurisdiction hold any provision of this Agreement invalid, such invalidity shall not affect the validity of the remainder of this Agreement.

22. Multiple Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original copy, and may be enforced as such.

23. Electronic Signatures. The parties agree that this Agreement, including signatures on this Agreement, shall be deemed original and enforceable regardless of the format upon which one or more provisions of this Agreement and/or regardless of the separate or number of copies upon which one or more signatures on this Agreement are created and/or received, including, but not limited to, original written copies, printed copies, or copies of signatures provided electronically by analog, digital, electronic, telephone, magnetic, mechanical, optical, chemical, electromagnetic, electromechanical, electrochemical, or other similar means as sent by mail, courier, delivery service, telephone, facsimile, telegraph, Internet, or other similar means.

IN WITNESS WHEREOF, Owner has caused this Agreement to be executed by its duly authorized representative and Contractor has caused this Agreement to be executed under seal as of the date first written above.

UPPER ECHELON:

Signature

Printed Name: _____

Title: _____

Date: _____

Owner's initials: _____

Contractor's initials: _____

CONTRACTOR:

Signature

Print Name: _____

Date: _____