

INDEPENDENT CONTRACTOR AGREEMENT

WATCHGIRLSPLAY



This Independent Contractor Agreement (this "Agreement") is made effective as of January 1, 2015 by and between **GirlsPlay (WGP)** (the "Company") and _____ (the "Contractor"). In this Agreement, the party who is contracting to receive the services shall be referred to as "Company", and the party who will be providing the services shall be referred to as "Contractor".

1. DESCRIPTION OF SERVICES. Beginning on _____ Contractor will provide the following services (collectively, the "Services"): Video Personality, Manage filming schedule, Engage fans through medias, Cooperating with other WGP Contractors.

2. PAYMENT FOR SERVICES. Company will pay compensation for the above services when the Monetary Threshold is met as outlined below:

Once a Monetary Threshold (After expenses) of \$3,000 monthly is met from YouTube Monetization, Company will be paid 40% > \$3,000. Contractors (as a whole) will be paid 60% when > \$3,000 divided by services rendered.

No other fees and/or expenses will be paid to Contractor, unless such fees and/or expenses have been approved in advance by the appropriate Company executive in writing.

3. TERM/TERMINATION. This Agreement may be terminated by either party upon 30 days' Written or Verbal notice to the other party.

4. RELATIONSHIP OF PARTIES. It is understood by the parties that Contractor is an independent contractor with respect to Company, and not an employee of the Company. Company will not provide fringe benefits, including health insurance benefits, paid vacation, or any other employee benefit, for the benefit of the Contractor.

5. WORK PRODUCT OWNERSHIP. Any works, ideas, discoveries, inventions, products, or other information, whether or not copyrightable or patentable (collectively, the "Work Product") developed in whole or in part by the Contractor in connection with the Services shall be the exclusive property of the Company. Upon request, Contractor shall sign all documents necessary to confirm or perfect the exclusive ownership of the Company to the Work Product.

6. OWNERSHIP OF SOCIAL MEDIA CONTACTS. Any social media contacts, including "followers" or "friends," that are acquired through accounts (including, but not limited to email addresses, blogs, Twitter, Facebook, YouTube, or other social media networks) used or created

on behalf of the Company are the property of the Contractor.

7. CONFIDENTIALITY. Contractor may have had access to proprietary, private and/or otherwise confidential information ("Confidential Information") of the Company. Confidential Information shall mean all non-public information which constitutes, relates or refers to the operation of the business of the Company, including without limitation, all financial, investment, operational, personnel, sales, marketing, managerial and statistical information of the Company, and any and all trade secrets, customer lists, or pricing information of the Company.

Contractor will not at any time or in any manner, either directly or indirectly, use for the personal benefit of the Contractor, or divulge, disclose, or communicate in any manner any Confidential Information. Contractor will protect such information and treat the Confidential Information as strictly confidential. This provision shall continue to be effective after the termination of this Agreement. Upon termination of this Agreement, Contractor will return to Company all Confidential Information, whether physical or electronic, and other items that were used, created, or controlled by the Contractor during the term of this Agreement.

8. NO CONFLICTS. Contractor hereby represents and warrants to the Company that its execution and performance of this Agreement does not and will not breach any other agreement and does not require the consent of any other person or entity.

9. ENTIRE AGREEMENT. This Agreement constitutes the entire contract between the parties. All terms and conditions contained in any other writings previously executed by the parties regarding the matters contemplated herein shall be deemed to be merged herein and superseded hereby. No modification of this Agreement shall be deemed effective unless in writing and signed by the parties hereto.

10. WAIVER OF BREACH. The waiver by Company of a breach of any provision of this Agreement by Contractor shall not operate or be construed as a waiver of any subsequent breach by Contractor.

11. SEVERABILITY. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

12. APPLICABLE LAW. This Agreement shall be governed by the laws of the State of Oregon.

13. SIGNATORIES. This Agreement shall be signed by _____ and by _____, Owner on behalf of GirlsPlay (WGP). This Agreement is effective as of the date first above written.

By: _____
CONTRACTOR:

By: _____
OWNER: