

INDEPENDENT CONTRACTOR AGREEMENT

THIS INDEPENDENT CONTRACTOR AGREEMENT (the “Agreement”) is made as

of the (the “Effective Date”), by and between MOLE CHECK APP INC., a Delaware corporation, operator of DermCheck App web and mobile applications, with its principal place of business located at 2825 Santa Monica Blvd, #303A, Santa Monica, California 90404 (“Company”) and 3456345 345345345 DO

RECITALS

WHEREAS, Physician is a medical doctor licensed to practice medicine or osteopathic medicine in the State that he/she holds license to practice medicine.

WHEREAS, Physician possesses the experience, knowledge, and skills required for the provision of the Services (as defined below); and

WHEREAS, Company operates a website, Apple application and Android application (collectively, the “DermCheck App”), which allows authorized End Users (as defined below) to seek general information about moles by submitting an inquiry (the “Inquiry”) through the DermCheck App to physicians contracting with Company; and

WHEREAS, Company desires to contract with Physician to examine information transmitted through the DermCheck App, and Physician is willing to contract with Company to examine information transmitted through the DermCheck App, under mutually satisfactory terms and conditions as provided herein.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual promises and covenants contained herein, the parties agree as follows:

AGREEMENT

ARTICLE I.

PROVISION OF THE SERVICES BY PHYSICIAN

I.1 Services to be provided by Physician. Company hereby contracts with Physician to perform skin analysis services as provided herein at Exhibit A (the “Services”) to those consumers that elect to use Physician’s services (the “End Users”).

I.2 Qualifications and Requirements.

(a) Physician represents and warrants that he/she is qualified and competent to render the Services during the time specified in this Agreement. Physician shall (i) be licensed to practice medicine or osteopathic in the State that he/she holds license to practice medicine, (ii) be subject

to all rules and regulations of Company and

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Company's administrative staff, (iii) be a dermatologist or a PGY4 dermatology resident, and (iv) provide the Services in accordance with all applicable state, federal and local laws and regulations.

(b) Physician shall provide the Services commensurate with the applicable standard of care for a dermatologist providing similar services in a medical office.

(c) Physician warrants that he/she is not, and has not been in the past, involuntarily excluded as a participant in the Medicare or Medicaid programs. In addition, Physician shall notify Company immediately in the event of such involuntary exclusion.

I.3 Compensation. Company shall collect a fee from the End User (the "End User Fee") and facilitate the transmission of an Inquiry between the End User and Physician (the "Transmission"). As payment for facilitating the Transmission, Company will retain Four and 95/100 Dollars (\$7.50) of the End User Fee. To compensate Physician for the Services rendered hereunder, Company shall pay the sum of Thirty and NO/100 Dollars (\$30.00). Mole Check App Inc. deserves the right to change the compensation at any time during the contract and/or pass down promotional discounts to the Physicians.

I.4 Indemnity. PHYSICIAN AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS COMPANY, ITS AFFILIATES AND THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS FROM AND AGAINST ALL CLAIMS AND EXPENSES, INCLUDING ATTORNEYS' FEES, ARISING OUT OF OR RELATED TO THE SERVICES PROVIDED UNDER THE TERMS AND CONDITIONS OF THIS AGREEMENT. IN NO EVENT SHALL COMPANY AND ITS AFFILIATES AND THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS BE LIABLE FOR ANY INDIRECT OR DIRECT PHYSICAL (INCLUDING DEATH), PSYCHOLOGICAL, EMOTIONAL, OR FINANCIAL DAMAGES ARISING FROM THE SERVICES PROVIDED HEREIN. PHYSICIAN SHALL HOLD COMPANY AND ITS AFFILIATES AND THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS HARMLESS OF ANY INDIRECT OR DIRECT PHYSICAL (INCLUDING DEATH), PSYCHOLOGICAL, EMOTIONAL, AND FINANCIAL DAMAGES ARISING FROM THE SERVICES. ANY CLAIMS BROUGHT AGAINST PHYSICIAN RELATED TO THE SERVICES ARE

PHYSICIAN'S SOLE RESPONSIBILITY AND PHYSICIAN SHALL NOT BE INDEMNIFIED, DEFENDED, OR HELD HARMLESS BY COMPANY.

I.5 Practice of Medicine. Company maintains legal relationships with physicians and other practitioners that comply with all federal and state laws including, but not limited to, state laws applicable to the practice of medicine and all corporate practice of medicine and fee splitting prohibitions. Company will not hold itself out as providing and shall not provide any services which can be characterized as the practice of medicine under state or federal laws. All services provided under this agreement which constitute the practice of medicine shall be provided by Physician.

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I.6 Arbitration. Physician agrees that: (1) any claim, dispute, or controversy Physician may have against the Company arising out of, relating to, or connected in any way with this Agreement shall be resolved exclusively by final and binding arbitration administered by the American Arbitration Association ("AAA") and conducted before a single arbitrator pursuant to the applicable Rules and Procedures established by AAA ("Rules and Procedures"); (2) the arbitration shall be held in Los Angeles County at a location determined by AAA pursuant to the Rules and Procedures, or at such other location as may be mutually agreed upon by Physician and the Company; (3) the arbitrator shall apply California law consistent with the Federal Arbitration Act and applicable statutes of limitations, and shall honor claims of privilege recognized at law; (4) there shall be no authority for any claims to be arbitrated on a class or representative basis, arbitration can decide only Physician's and/or the Company's individual claims, and the arbitrator may not consolidate or join the claims of other persons or parties who may be similarly situated; and (5) with the exception of subpart (4) above, if any part of this arbitration provision is deemed to be invalid, unenforceable or illegal, or otherwise conflicts with the Rules and Procedures established by AAA, then the balance of this arbitration provision shall remain in effect and shall be construed in accordance with its terms as if the invalid, unenforceable, illegal or conflicting provision were not contained herein. If, however, subpart (4) is found to be invalid, unenforceable or illegal, then the entirety of this Section 1.6 shall be null and void, and neither Physician nor the Company shall be entitled to arbitrate their dispute.

ARTICLE II.

TERM AND TERMINATION OF AGREEMENT

II.1 Termination.

(a)Immediate Termination. This Agreement shall terminate immediately and automatically: (i) upon the date of death of the Physician; (ii) upon loss or suspension of Physician's license to practice medicine in the State that he/she holds license to practice medicine; (iii) upon Company reasonably determining that Physician is jeopardizing the health or welfare of any End User; (iv) upon Physician's conviction for the commission of any felony; (v) upon Physician's willful failure to perform the Services as required herein; (vi) upon Physician's involuntary exclusion from Medicare, Medicaid or other governmental payment programs; or (vii) upon material breach of any provision of this Agreement.

(b)Termination without Cause. Either party shall have the right to terminate this Agreement without cause upon not less than thirty (30) days' prior written notice to the other party.

(c)Termination upon Mutual Consent. This Agreement may be terminated at any time by mutual written agreement of the parties.

II.2 Effect of Termination. In the event that this Agreement is terminated for any reason as set forth herein, all obligations of either party shall cease on the date of such termination; provided however, that nothing contained herein shall relieve Company of the obligation to pay for the Services rendered prior to the date of termination or shall relieve the parties of obligations expressly made to extend beyond the term of this Agreement.

ARTICLE III.

ARTICLE IV.

ARTICLE V.

GENERAL PROVISIONS

V.1 Independent Contractor Status. It is expressly acknowledged by the parties hereto that Physician is an independent contractor with respect to Company, and nothing in the Agreement is intended, nor shall be construed, to create between Company and Physician an employer/employee relationship, a joint venture relationship, or a lease or landlord/tenant relationship, or to allow Company to exercise control or direction over the manner or method by which Physician performs the Services which are the subject matter of this Agreement. Physician understands and agrees that (i) Company will not withhold on behalf of Physician any sums for income tax, unemployment insurance, social security, or any other withholding pursuant to any law or requirement of any governmental body relating to Company or its employees, and (ii) all such payments and

withholdings are the sole responsibility of Physician. Physician agrees to indemnify and hold Company harmless for any and all liability or damages, including fines, assessments, penalties, interest, costs and/or attorney fees, Company may incur resulting from Physician's obligations to make all such payments and withholdings.

- V.2 Confidential and Proprietary Information. During the Term of this Agreement, Physician shall have access to Company's confidential and proprietary information as defined below. Physician recognizes and acknowledges that all of Company's confidential and proprietary information shall remain confidential and shall remain the sole property of Company. For purposes of this Agreement, the terms "confidential and proprietary information" shall include, without limitation, Company's trademarks, service marks, user lists, user records (including those generated by Physician for Company), computer programs, business strategies for developing new user and new physician relationships, cost data, patents, trade secrets, know-how and other proprietary processes, and such proprietary information included in Company policies, as they may now exist or may be developed during the Term. Physician shall not, during or after the Term of this Agreement, in whole or in part, disclose such confidential and proprietary information to any person, firm, corporation, association or other entity for any reason or purpose whatsoever, nor shall Physician make use of any such property for Physician's own purposes or for the benefit of any person, firm, corporation or other entity (except Company) under any circumstances during or after the Term of this Agreement; provided, however, that after the Term of this Agreement these restrictions shall not apply to secrets, know-how and processes which are then generally known to the public,

(provided that the Physician was not responsible, directly or indirectly, for such secrets, know-how or processes entering the public without Company's consent).

- V.3 Compliance with Applicable Laws, Regulations, and Standards. Physician represents and warrants that Physician's performance under this Agreement shall fully comply with all applicable federal, state, and local statutes, rules, regulations, accreditation standards, and applicable standards of other professional organizations, and that it shall be deemed a material breach of the Agreement by Physician if Physician shall fail to comply with this representation and warranty. Company may immediately terminate this Agreement without penalty and without limiting any other rights and remedies set forth in this Agreement upon Notice of a material breach as provided in this Section. Specifically, but not by way of limitation, Physician represents and warrants that performance under this Agreement shall comply with all applicable statutes, rules, regulations, accreditation standards, and other applicable standards of: the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and regulations promulgated thereunder, including the Standards for Privacy of Individually Identifiable Health Information and Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Parts 160 and 164; the security and privacy provisions of the American Recovery and Reinvestment Act of 2009, and the regulations

promulgated thereunder, as all of these may be amended from time to time; and all other rules and regulations established by Company applicable to performance of the Services under this Agreement.

V.4 Notices. Any notice, demand, or communication required, permitted, or desired to be given hereunder, shall be deemed effectively given when personally delivered or mailed by prepaid certified mail, return receipt requested, addressed as follows:

Company: MOLE CHECK APP INC.
2825 Santa Monica Blvd., Suite 303A
Santa Monica, CA 90404
Attn:

Physician: _____

or to such other address, and to the attention of such other persons or officers as either party may designate by advance written notice.

V.5 Governing Law. The validity, interpretation, and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of California. Los Angeles County will be the sole and exclusive venue for any litigation or other proceedings between the parties which may be brought or arise out of or in connection with or by reason of this Agreement.

V.6 Assignment. Neither party may transfer, assign or otherwise convey its rights or obligations under this Agreement without the written consent of the other party, and any

attempt to transfer, assign or otherwise convey any rights or obligations in violation of this Section shall be void; provided, however, that nothing herein shall prohibit Company from transferring any of its rights or obligations hereunder to another corporation or entity affiliated with Company, or an entity Company controls, is controlled by or is under common control with, or as a part of a reorganization of Company or any of its affiliates.

V.7 Waiver. The waiver by either party of a violation of any provision of this Agreement shall not operate as or be construed to be, a waiver of any subsequent breach of the same or other provision hereof.

V.8 Severability. In the event any provision of the Agreement is held to be unenforceable for any reason, the unenforceability hereof shall not

effect the remainder of this Agreement, which shall remain in full force and effect and enforceable in accordance with its terms. Furthermore, it is the parties' intent that any unenforceable provision be construed and limited by any court that considers the matter so as to render it reasonable and enforceable.

V.9 Amendments. No change, modification, supplement or addition to any part of this Agreement, including this paragraph, shall be binding on Company unless it is in writing and signed by both parties.

V.10 Third Party Rights. This Agreement is for the benefit of the parties hereto, and is not entered into for the benefit of, and shall not be construed to confer any benefit upon, any other person or entity including, but not limited to patients and their representatives or physicians or employees of Company.

V.11 Headings. Headings are provided solely for the convenience of the parties and shall not be used to interpret or construe its provisions.

V.12 Indemnification. Physician agrees to defend, indemnify and hold harmless Company, its officers, agents and employees from any and all claims, lawsuits, losses, suits, liabilities and costs arising from Physician's acts or omissions in the performance of the duties hereunder, including, without limitation, all costs (including actual attorney's fees) of Company incurred in defending such claim.

V.13 Entire Agreement. This Agreement supersedes all previous contracts or agreements and constitutes the entire agreement between the parties as to the subject matter herein. Physician and Company shall be entitled to no other benefits other than those specified herein. No oral statements or prior written material not specifically incorporated herein shall be of any force or effect and no changes and/or additions to this Agreement shall be recognized unless incorporated herein by Agreement. Both parties specifically acknowledge that, in entering into and executing this Agreement, they rely upon the representations and Agreements contained in this Agreement and not others.

[signature page follows]

NOW THEREFORE, the parties hereto have executed this Agreement as of the date first above written.

COMPANY:

MOLE CHECK APP INC.

Signature: Ben Behnam

Name: Ben Behnam MD

Title: Medical Director

Date:

PHYSICIAN

Signature: 234234234

Name: 3456345 345345345 DO

Title: Physician

Date: 03/22/2016

SERVICES

- 1.**The contracted Physician will answer, to the best of his/her ability, inquiries submitted by End Users through the DermCheck App Platform within a 24 hour time frame.