**CONTRACT FOR THE PROVISION OF INDEPENDENT SERVICES BETWEEN CONTRACTOR AND CONTRACTED.**

CONTRACT FOR THE PROVISION OF INDEPENDENT SERVICES between **INTERNATIONAL MEDIATION AND ARBITRATION CHAMBER LLC**, a company constituted in accordance with the laws of North Carolina, United States of America, carrier of the **EIN 83-1179269**, having its main business location at 13211Crescent Springs Drive, # 1, Charlotte, NC, 28273, in this CONTRACT described as the CONTRACTING PARTY (OR CONTRACTOR) and >**NOME COMPLETO DO CONTRATADO< ,** RG IMAC **XXXXX** CPF XXX.XXX.XXX.XX resident at **>RUA, NÚMERO, CIDADE, ESTADO CEP**, **PAÍS**> in this CONTRACT described as the INDEPENDENT CONTRACTED.

CONSIDERING that the IMAC wishes to obtain the benefit of the services of the Independent Contracting Party, and the Independent Contracting Party wishes to provide these services under the established terms and conditions.

CONSIDERING the promises, agreements, commitments and other good and valuable considerations, the parties agree as follows:

**1. TERMS.**

The INDEPENDENT CONTRACTOR shall act as a provider of autonomous and independent services of the INTERNATIONAL MEDIATION AND ARBITRATION CHAMBER and nothing contained in this document shall be construed to create an employer-employee relationship between the parties.

It’s understood that this CONTRACT is being made available after the INDEPENDENT CONTRACTOR, having been approved by the CONTRACTING COMPANY through a detailed evaluation, in terms of its moral, intellectual or professional capacity, to act as Mediator and Agency at the service of the INTERNATIONAL CHAMBER OF MEDIATION AND ARBITRATION, in the countries where it operates;

Both parties declare to be fully authorized and with powers to enter into this Agreement and that compliance with the obligations of this Agreement won’t violate or infringe the rights of third parties or violate any Contract between the parties involved and any other party, person, company, organization or any law or government regulation in the countries involved. This contract will act in accordance with the international laws of mediation, consultancy and arbitration, respecting and adapting to the laws of each country where the organization exercises its activities, through its agents, servers and operating partners.

This Contract shall remain in full force and effect from the date of its signature, made by the parties involved, until all the services mentioned below have been completed, or have been previously rescinded at the will of one of the parties, provided that there is no prejudice for both parties, or third parties involved.

**2. RESPONSIBILITIES OF CONTRACTOR.**

It’s the CONTRACTOR's responsibility to represent the postulates of the CONTRACTING company in the activities resulting from the CONTRACT or in the specific extraordinary activities determined by the Board of Directors, namely:

1. Disclose in its region the services provided by the CONTRACTING PARTY; both in the area of mediation, conciliation and extrajudicial arbitration, as well as in international consultancy and advisory services;

2. Search, discover and encourage other people with intellectual capacity, ideal and professional to integrate the IMAC server box in its own or other regions;

3. Indicate by filling in the Registration Form, other persons to provide special services to the CONTRACTING PARTY;

4. Strive to be always updated and able to act in accordance with the laws of international mediation and arbitration and the level of excellence required by the Contracting Party;

5. Fulfill its functions, when requested, promoting, the meeting between two or more conflicting parties, seeking to find the best way to achieve conciliation, in cases that are entrusted to resolve, by the CONTRACTING PARTY;

6. Indicate for the CONTRACTING PARTY a bank account, or other electronic means of payment, to receive the fees and commissions derived from its work, in accordance with the previously agreed values, before each service is executed;

The INDEPENDENT CONTRACTOR shall provide the equipment, vehicles, means, premises, offices, necessary to perform these services.

The CONTRACTOR will provide the CONTRACTED, the logistical support, and documentary advice and means and digital tools and operational support through the portal www.InterArbitral.org so that the CONTRACTED can perform ITS functions efficiently and with technical support;

**3. REMUNERATION.**

The CONTRACTED shall be paid a commission of 40% of the values collected by the CONTRACTING PARTY to its clients, both in the new independent servers' agency, in the training courses offered, or in the services of mediation, conciliation and arbitration made through its intermediary, and in contracts for the provision of continuous consulting and international advisory services, achieved for IMACONSULT, through its professional performance; according to the table of prices available for each operation;

**4. PAYMENT CRITERIA.**

The payment to the services provided by the CONTRACTOR according to the combination that is exposed in the previous item, that is 40% of the values that entered the CONTRACTOR, resulting from the service provided by the CONTRACTED, will be deposited, until the fifth business day of the following month, to the month when services were rendered, according to the total of the entries that were recorded and registered by the CONTRACTING company.

The deposit will be made to the PayPal account, provided by the CONTRACTED, (preferably by facility and speed) -Free - or will be sent by Western Union, being in the latter option the payment of the corresponding transfer fee of $10.00 USD (Ten Dollars), discounted of the value that will be sent to the CONTRACTED.

The CONTRACTOR shall not be liable for federal, state and municipal taxes derived from the net benefit of the INDEPENDENT CONTRACTORS or for the retention and/or payment of any federal, state and local income and other taxes on wages, workers' compensation, disability benefits or other legal requirements applicable to the INDEPENDENT CONTRACTING PARTY.

**5. INSURANCE.**

Except with respect to the indemnification obligations of the parties, neither party shall be liable to the other for any special, indirect, incidental, punitive or consequential damages arising out of or related to this Agreement, including bodily injury, death, loss of income or benefits or other benefits, and claims of third parties, even if the parties have been warned of the possibility of such damages. The above limitation applies to all causes of action, including, without limitation, breach of contract, breach of warranty, negligence, strict liability and other damages.

The CONTRACTED who performs its duties outside the United States must fulfill its tax obligations in its country.

The CONTRACTED who exercises its functions within the territory of the United States, will be subject to the American laws, and as such he must fulfill its fiscal obligations until April 15 of each year.

**6. CONFIDENCE AND FIDELITY.**

 The parties involved in this AGREEMENT commit each other, maintain and treat all confidential information of the other party, including trade secrets, document numbers, names, customer information and any other information that the receiving party should reasonably know is confidential, with the same degree of care and absolute secrecy that each party uses to protect their own information.

**7. CORPORATE CREDENTIAL.**

After this contract has been made with the signature of the parties involved, and its annotation is made in the molds of the law, it will be issued by the CONTRACTING company in favor of its CONTRACTED, a corporate identification that proves this contractual link, for the identification of its carrier in the accesses to the service of the Corporation.

**7. FINAL DISPOSITIONS.**

 The parties to this AGREEMENT undertake to fully comply with the norms, rules and responsibilities described.

After the signature and annotation in the form of the law, (the original in English) the original copy will be filed at the IMAC central office and a duly authenticated copy will be sent to the CONTRACTED at its address, to its own personal file.

Affirming the veracity of this agreement, the parties sign the present.

Local, Data\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

By the CONTRACTED

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CONTRACTED NAME (NOME DO CONTRATADO)

By the CONTRACTOR

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Calby Paiva – IMAC CEO

**INTERNATIONAL MEDIATION AND ARBITRATION CHAMBER LLC.**

support@interarbitral.org