

## INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contractor Agreement is made and entered into this 09 day of October, 2018, by and between Invictus Institute (hereinafter “Non-Profit”), and Tieu Vinh Khang (hereinafter “Independent Contractor”).

### RECITALS

WHEREAS, Non-Profit owns and operates a not for profit organization which arranges for tutoring of school children by volunteer independent contractors; and

WHEREAS, Independent Contractor desires to provide tutoring services as arranged by Non-Profit, and will gain and benefit from being provided such tutoring opportunities; and

WHEREAS, the parties desire to specify the terms under which such tutoring shall be provided;

NOW THEREFORE, in consideration below describe covenants and promises between the parties, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Tutoring. Independent Contractor shall provide tutoring services as assigned by Non-Profit, subject to the terms and requirements of this agreement. Independent Contractor acknowledges and agrees that it shall receive no compensation of any kind for any tutoring provided under this agreement, and Independent Contractor covenants that it shall not pursue compensation of any kind from the tutored student or the family of the tutored student. Independent Contractor agrees with Non Profit that the education, skill and experience constitute compensation sufficient to warrant consideration between the parties.

2. Standards of Conduct. Independent Contractor shall maintain the highest standard of conduct in all interactions with students, other volunteers and teachers, and any other person they come into contact with while serving as a volunteer with Non Profit. Independent Contractor shall not discuss, display, or portray lewd, indecent or inappropriate subjects, images, or pictures at any time. Independent Contractor shall respect the individuality and privacy of all tutored students, and shall treat such students with the highest respect.

3. Termination. Non-Profit retains the right to terminate the services of Independent Contractor at any time for any reason or no reason whatsoever. This contract constitutes a right to work contract and can be terminated by either party at any time and for any reason. In the event of any breach of this Agreement by Independent Contractor, this Agreement shall be automatically terminated unless Non-Profit notifies Independent Contractor that the Agreement is still in force and effect.

4. Confidentiality. In the course of providing tutoring services, Independent Contractor may acquire confidential information from Non-Profit or from tutored students and/or their families. Confidential information includes, but is not limited to, all lists, data or information of any kind pertaining to Non-Profit or tutored students which is not, at the time it is acquired, generally available to the public. Independent Contractor shall not at any time reveal or use in any fashion such confidential information without the prior express permission of the party who owns the information. This provision shall continue in full force and effect after Independent Contractor ceases to provide tutoring services for Non-Profit. Independent Contractor acknowledges that damages which Non-Profit may suffer from a breach of this paragraph are difficult or impossible to determine, but in no way is such information valued at less than Five Hundred and 00/100 Dollars (\$500.00). This amount constitutes a specified amount of minimum damages between the parties and not liquidated damages.

In addition, Non-Profit may obtain injunctive relief to prevent Independent Contractor from further dissemination of confidential information. If Non Profit is required to take legal action against Independent Contractor as a result of a breach of any of the covenants contained in this paragraph 4 or any other clause contained within this employment contract, he or she will be responsible for the reasonable attorney's fees accumulated as a result of said breach.

5. Indemnification. Each party shall indemnify and hold the other party and its offices, agents and employees harmless from and against all liabilities, damages, losses, actions, or causes of action, costs and expenses, including reasonable attorney's fees if related to the provision of tutoring services by Independent Contractor in this agreement, as well as any claims related to personal injury or death arising out of or in any way contributed to by the acts or failure to act of the other party, its agents, employees, officers or assigns, including, but not limited to, the careless, reckless, negligent, wanton or willful conduct of Independent Contractor.

Independent Contractor is responsible to obtain and maintain its own insurance, and no insurance will be provided by Non-Profit. Non-Profit shall not be liable for any acts of Independent Contractor, regardless of the nature of those acts, the only exception being if such acts by Independent Contractor were part of the day to day activities of his or her job with Non Profit and no negligence nor intentional conduct on the part of Independent Contractor occurred.

6. Independent Contractor. The parties acknowledge that Independent Contractor and its supplied laborers are independent contractors. Non-Profit has no obligation to provide withholding of taxes or other employee services on their behalf, and Independent Contractor and its supplied laborers shall not have the power to enter into any contracts, agreements, or any other commitments on behalf of Non-Profit. Independent Contractor hereby acknowledges that, should the law in the locale in which the tutoring is to take place require worker's compensation insurance to be carried, that is solely the responsibility of the independent contractor.

7. Entire Agreement. This Agreement embodies the entire “four corners” of the agreement between the parties, and replaces any prior understandings or discussions of the parties. This Agreement may only be changed or modified in writing, signed by both parties.

8. Successors and Assigns. All of the terms and conditions of this Agreement are binding on the successors and assigns of both parties. Independent Contractor may not assign this Agreement or its duties under this Agreement to any other party, without the written consent of Non Profit. Non Profit may not sell or assign its rights under this Agreement without the prior written consent of Independent Contractor.

9. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Utah. Venue for any legal action between the parties shall be Utah County, Utah.

10. Dispute Resolution. In the event of a dispute between the parties regarding this Agreement, the parties shall first negotiate in good faith to see if such dispute can be resolved. If any claim or action is filed in court by either party respecting this Agreement, the prevailing party shall be entitled, in addition to all expenses, costs or damages, to reasonable attorneys’ fees, whether or not such controversy was litigated or prosecuted to judgment.

11. Severability. If any term or provision of this Agreement shall be held to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby. Each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

12. Notices. Any notice provided for or concerning this agreement shall be in writing and be deemed sufficiently given when hand delivered or sent by certified or registered mail if sent to the respective address of each party:

13. Headings and Drafting. The headings used herein are for purposes of convenience only and should not be used in construing or interpreting the provisions hereof. In all questions of interpretation of this agreement, the parties shall jointly be considered to have been the drafters of the same. This Agreement may be executed in counterparts. Facsimile signatures of this agreement shall be considered binding, and the same as original signatures.

14. Compliance with Law. Each party warrants that at all times they are and will remain in compliance with all applicable federal, state and local laws pertaining to the services provided for in this agreement. Failure to comply with this paragraph by independent contractor or anyone under the employment of Independent Contractor shall result in the immediate breach of this agreement.

**/SIGNATURES CONTAINED ON THE FOLLOWING PAGE/**

DATED this 09 day of October, 2018.

NON-PROFIT

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INDEPENDENT CONTRACTOR

Anh.

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ID: Tieu Vinh Khang

Mom: Tran Thi Mai Anh(Mom's Signature)