

INDEPENDENT CONTRACTOR AGREEMENT

WHEREAS, the Parties have agreed that the terms and conditions of Vendor's use of the Company's website and related services (the "Website") shall be governed by the provisions of this Agreement, the Terms and Conditions of Website and the Privacy Policy of the Company (the "Website Agreements"), which are available on the Website, and any other policy of the Company.

NOW, THEREFORE, for and in consideration of the mutual obligations herein contained, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties hereby agree as follows:

1. Recitals. The recitals set forth above are incorporated herein as a material part of this Agreement.

2. Use of Website. Vendor hereby agrees to use the Website in compliance with this Agreement, the Website Agreements, any other policy of the Company, and all applicable laws, regulations, statutes, ordinances, and industry standards. Further, Vendor shall perform all of its services and business activities in compliance with any and all applicable laws, regulations, statutes, ordinances, and industry standards. Company shall not be responsible for providing any equipment or assistance to the Vendor for the performance of its services or business activities. The Vendor shall not enter into any agreement or contract on behalf of the Company, or otherwise commit or bind the Company to any obligation.

3. Subscription Fee. In consideration of the use of the Website for its business activities and services, Vendor agrees to timely and fully pay to Company a subscription fee (the "Subscription Fee") as set forth in the Website Agreements, which shall be determined by the Company in its sole and absolute discretion and shall not be negotiable. The Subscription Fee shall be paid to Company on a monthly basis on or before the first day of each month. In the event the Subscription Fee is not timely and fully paid, Company reserves the right to charge a late fee, in its sole and absolute discretion, and/or delete such non-compliant Vendor's profile and other information from the Website, without any notice to the Vendor. Vendor hereby acknowledges and agrees that the Subscription Fee may not be returned, refunded, and/or credited.

4. Service Fee. Customers of the Vendor's services shall pay a service fee (the "Service Fee") for such Vendor's services as designated by the Vendor. The Service Fee must be paid through the Website. The Company is not obligated or responsible for any returns, refunds, or credits of the Service Fee, or for any collection of any Service Fee that has not been paid by a customer. The Company shall remit the Service Fee or a portion of the Service Fees it receives to Vendor, and shall not be responsible for withholding any income, sales, or other taxes from the Service Fees that it remits to Vendor. Subject to the payment structure of the Service Fee as set forth herein, the Vendor must enter into its own contractual relationship with the customers for the provision of the Vendor's services. If a customer of the Vendor's services is dissatisfied with the Vendor's services, the customer must reach out to and/or file a complaint directly with the Vendor, and not the Company.

5. Term and Termination.

a. Term. The term of this Agreement (“Term”) shall commence on the Effective Date and shall continue in effect until terminated as provided below.

b. Termination. Either Party may terminate this Agreement immediately and without penalty upon: (i) any breach, default, or non-compliance by the other Party or its personnel of any term or condition of this Agreement; or (ii) the other Party’s closure or the initiation by or against the other Party of any voluntary or involuntary proceeding in bankruptcy, reorganization, arrangement for the appointment of a receiver or trustee, or other proceeding under law for relief from creditors. Any violation of this Agreement, the Website Agreements, and/or any other policy of the Company shall result in the termination of this Agreement and removal of the Vendor’s profile and information from the Website at any time, in the Company’s sole and absolute discretion and without notice of any kind to such Vendor. In addition, either Party may terminate this Agreement at any time for any reason upon ten (10) days’ prior written notice.

6. Representations and Warranties. In addition to the other representations and warranties contained herein, the Vendor represents and warrants that the Vendor and its owners, employees, independent contractors, agents, and/or representatives are duly licensed to advertise and perform its business activities and services on or through the Website and shall maintain such licensing and good standing in the jurisdictions in which the Vendor’s services are provided from time to time. In addition, the Vendor acknowledges and agrees that the Company may conduct background checks of the Vendor and, based on the results of such background checks, the Company reserves the right to terminate this Agreement and delete the Vendor’s profile and other information from the Website at any time, in its sole and absolute discretion.

7. Insurance. The Vendor shall maintain at all times during the Term a commercial general liability insurance policy with coverage limits approved by Company and shall name the Company as an additional insured thereon. Upon request, the Vendor shall promptly deliver to the Company a certificate of insurance evidencing such coverages, time being of the essence with any such request.

8. Intention of Parties. It is the intention of the Parties that the Vendor be an independent contractor and not an employee, agent, joint venturer, or partner of the Company. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between the Company and either the Vendor or any employee or agent of the Vendor. The Company shall not be responsible for withholding income, sales, or other taxes from the Service Fee that it remits to Vendor. The Vendor shall be solely responsible for filing all federal, state, and local tax returns and for paying any federal, state, or local income tax, social security, sales, and/or other tax levied upon or determined with respect to the monies received by Vendor. The Parties agree that, except as otherwise may be required by law, the Vendor shall receive no Company-sponsored employee benefits including, but not limited to, paid vacation, sick leave, medical insurance, 401(k), or other retirement plan participation.

9. Nonexclusive Engagement. Subject to the terms hereof, each Party shall retain the right to perform work for others during the Term of this Agreement.

10. Confidentiality and Nondisclosure. Vendor acknowledges that during the course of its engagement with the Company, Vendor will necessarily be afforded access to the Company's trade secrets and other confidential and proprietary information or documents, including, but not limited to, Website content and information, vendor profiles, customer lists and contact information, prospective customer lists and contact information, price lists, fee structures, business plans, business opportunities, business initiatives and ideas, inventions, patents, marketing plans, strategies, economic forecasts, budgets, invoices, business acquisition plans, technical information, proposals, notes, records, reports, recommendations, assessments, contracts, charts, correspondence, personnel records, expense reports, receipts, schedules, designs, drawings, processes, systems, procedures, know-how, improvements, financial data and information, web development, coding, reporting mechanisms, database building, list management, and lead generation mechanisms and software, computer programs, disks, printouts, plans (engineering and otherwise) and any other compilation information, written or unwritten, which is used in the Company's business or designated or treated by the Company as confidential or proprietary or to be otherwise protected, in any form, whether in print or electronic format ("Confidential and Proprietary Information"). Vendor recognizes and agrees that such Confidential and Proprietary Information belongs exclusively to the Company and that the disclosure or improper use of such Confidential and Proprietary Information will cause serious and irreparable injury to the Company. Therefore, Vendor agrees that during the Term of this Agreement and permanently after termination of this Agreement, Vendor shall: (i) not, without the prior written consent of the Company, disclose, divulge, publish, reproduce, distribute, transmit, reveal, transfer, cause to be disclosed, disseminated, or distributed, either directly, indirectly or through another, to any person, firm, association, corporation, or business entity or enterprise, any knowledge or information discussed or provided during the Term of this Agreement or belonging to the Company or its customers or other vendors, or any other Confidential and Proprietary Information; (ii) not remove any files, documents, or information contained in any files or information otherwise pertaining to the Company or its customers or other vendors, or any other Confidential and Proprietary Information; and (iii) hold information concerning the Company and its customers and other vendors, and other Confidential and Proprietary Information, in the strictest confidence and treat such information in accordance with and subject to the provisions of this Agreement. Vendor acknowledges, represents, warrants, and covenants that all information in Vendor's possession constituting Confidential and Proprietary Information is the sole and exclusive property of the Company. Upon the termination of this Agreement for any reason, or upon request by the Company at any time, the Vendor shall surrender and return to the Company such documents, along with any copies or printouts of such information, in any medium and all property in Vendor's possession belonging to the Company, whether tangible or intangible, including, but not limited to, all Confidential and Proprietary Information. To protect Company's legitimate interests, Vendor represents, warrants, and covenants that it shall comply with the restrictions set forth in this Section 10.

11. Non-Solicitation and Non-Circumvention. Vendor and its owners, employees, independent contractors, agents, and/or representatives covenant and agree that during the Term and for a period of one (1) year after the termination of this Agreement, he/she/it will not, on behalf of himself/herself/itself or on behalf of any person, firm, partnership, company, venture or corporation, directly or indirectly, circumvent the Company and the intermediary process with any Customers (as defined herein) or third parties in an effort to provide the same or substantially similar services (without using the intermediary process of the Company), solicit, engage, divert, take away, contract with, provide any service for, and/or participate or otherwise be involved in any work with any Customers with or to whom Vendor provided any services within the one (1) year period prior to the date of termination of this Agreement. For purposes of this Agreement, "Customer" shall mean each and every individual, including a parent or guardian of a minor customer, and entity who has received services from the Vendor during the one (1) year period prior to the termination of this Agreement.

12. Remedies. Vendor acknowledges that the Confidential and Proprietary Information, customer, employee, and business relationships, and goodwill developed and maintained by the Company are of a unique, special, and extraordinary character, and that breach of any covenant set forth in this Agreement by the Vendor would cause the Company immediate, substantial, and irreparable harm. Therefore, the Company shall, in addition to any other rights and remedies available hereunder, at law or otherwise, be entitled to obtain from any court of competent jurisdiction, temporary, preliminary, and permanent injunctive relief, without any requirement to post any bond or showing of actual damages, which rights shall be cumulative and in addition to any other rights or remedies to which the Company may be entitled, including but not limited to, extending the restrictive periods set forth in Section 11 by the same length of time that Vendor was in breach of such restrictive periods. The remedies of the Company, as set forth herein, shall be in addition to and not in limitation of any injunctive relief or other rights or remedies (including, but not limited to, monetary damages as may be awarded by a Court) to which the Company is or may be entitled under this Agreement, at law or otherwise.

13. Survival. The restrictive covenants and remedies contained in Sections 10, 11, and 12 shall survive the termination of this Agreement. In addition, the provisions of this Agreement that would naturally survive the termination of this Agreement shall survive such termination and shall continue in full force and effect.

14. No Conflict. Vendor represents and warrants that Vendor is not subject to any similar restrictive covenants or agreement with any third party which would be violated by this Agreement.

15. Indemnification. Vendor and its owners, employees, independent contractors, agents, representatives, successors, legatees, beneficiaries, heirs and assigns (the "Indemnifying Parties"), jointly and severally, expressly agree to indemnify, defend, and hold harmless the Company, its members, managers, employees, agents, representatives, insurers, affiliates, related parties, successors and assigns (the "Indemnified Parties") from any and all injuries, liabilities, losses, expenses, damages, compensation, penalties, interests, taxes, liens, suits, actions, contributions and judgments of whatsoever type or nature arising out of the claims made by third

parties, including, without limitation, attorneys' fees and expenses, court costs, and other legal expenses incurred by any of the Indemnified Parties in connection with any claim based upon or arising from: (i) any alleged or actual breach by the Indemnifying Parties of any provision of this Agreement or any act or omission of the Vendor in the performance of its business activities or services, or otherwise in furtherance of the purposes hereof; (ii) death, bodily injury, or property damage resulting from the performance, acts, or omissions of Vendor in connection with its business activities or services; or (iii) the assertion or claim that the execution, delivery and performance of this Agreement or the negotiations concerning this Agreement violates the rights of any third party, (iv) the assertion or claim that the Vendor's performance of its business activities or services infringes on any rights of any third party; (v) the assertion or claim that the Vendor's performance of its business activities or services violates any federal, state, or local law, regulation, ruling, standard, including industry standards, or other applicable law; or (vi) any third party claim.

16. Limitation of Liability. IN NO EVENT SHALL THE COMPANY'S CUMULATIVE LIABILITY TO THE VENDOR UNDER THIS AGREEMENT OR WEBSITE AGREEMENTS EXCEED THE AMOUNT PAID BY VENDOR TO THE COMPANY IN THE ONE (1) MONTH PERIOD PRECEDING THE OCCURRENCE OF THE ACTION GIVING RISE TO THE LIABILITY.

17. Miscellaneous.

a. Entire Agreement; Amendment. This Agreement, the Website Agreements, and any other policy of the Company contains the entire agreement between the Parties and supersedes all prior oral or written agreements and understandings between the Parties concerning the engagement and subject matter herein. This Agreement may be amended or modified from time to time only pursuant to a written agreement executed by both Parties.

b. Governing Law, Venue, Costs of Enforcement. This Agreement shall be governed, construed and enforced in accordance with the laws of the State of Maryland, without regard for its conflict of laws principles. The Parties hereby consent to the exclusive jurisdiction in the State of Maryland and agree that the Courts situated in Baltimore County, Maryland shall have exclusive jurisdiction over any issues regarding the enforcement of this Agreement. In the event of any legal action arising under this Agreement, the Website Agreements, or any asserted breach thereof by a Party, the Company, if the substantially prevailing party, shall be entitled to recover all costs and expenses, including reasonable attorneys' fees, incurred in enforcing, attempting to enforce, or defending any of the terms, covenants or conditions of this Agreement, including costs incurred prior to commencement of legal action and in any appeal thereafter.

c. Survival. All of the representations, warranties, covenants, promises, and agreements of the Parties contained in this Agreement shall survive the execution, acknowledgement, sealing and delivery of this Agreement and the consummation of the transactions contemplated by it.

d. Severability. The provisions of this Agreement are severable, and if any one or more provisions may be determined to be illegal, invalid, or otherwise unenforceable, in whole or in part, and not otherwise subject to modification, the remaining provisions, and any partially unenforceable provision to the extent enforceable, shall, nevertheless, be binding and enforceable. If any provision of this Agreement is adjudicated to exceed the time, geographic area, scope of business or other limitations permitted by applicable law in any applicable jurisdiction, then the impermissible provisions shall be deemed reformed in that jurisdiction to the maximum time, geographic or other limitations permitted by law.

e. Waiver. Failure by any Party to insist on strict performance by the other of any term, condition or obligation set forth in this Agreement shall not be deemed a waiver of the same or any similar breach, and no waiver of any provision hereof shall be effective unless in writing, specifying the provision to be waived.

f. Authorization. Each Party hereby covenants that it has the legal right, power, and authority to enter into this Agreement and each person executing this Agreement on behalf of a Party represents and warrants that such person is duly authorized to execute this Agreement on behalf of such Party.

g. Binding Effect; Assignment. This Agreement shall be binding upon, and shall inure to the benefit of, the Parties and their respective successors and permitted assigns. Vendor shall not be entitled to assign its rights or obligations under this Agreement to any person. Company shall have the right to assign this Agreement.

h. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

i. Further Acts. Vendor agrees to execute, acknowledge, seal and deliver to the Company after the Effective Date, such further assurances, instruments and documents as the Company may reasonably request in order to fulfill the intent of this Agreement or the Website Agreements and the transactions contemplated hereby.

j. WAIVER OF JURY TRIAL. THE PARTIES HEREBY EXPRESSLY WAIVE TO THE FULLEST EXTENT PERMITTED BY LAW, ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING, CLAIM, OR COUNTERCLAIM BROUGHT BY ANY PARTY HERETO AGAINST THE OTHER WITH RESPECT TO ANY MATTER WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT OR THE WEBSITE AGREEMENTS.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.