

Independent Contractor Agreement



LEARN TO CODE & DO <BIG> SOMETHING </BIG>

Bart De Nef

Address: 120 North Cedar Street #3616, Charlotte 28202, NC

November 30, 2017

Dear Bart De Nef,

This letter agreement (this Agreement) sets forth the terms and conditions whereby you agree to provide certain services (the “Services”, as described on Schedule 1) to Tech Talent South, LLC, a North Carolina Limited Liability Company (the Company) with a principal office address of 8936 Northpointe Executive Park Drive, Huntersville, NC 28078.

SERVICES

1. The Company hereby engages you, and you hereby accept such engagement, as an independent contractor to provide the Services to the Company on the terms and conditions set forth in this Agreement.
2. Unless otherwise set forth in Schedule 1, you shall furnish, at your own expense, the equipment, supplies and other materials used to perform the Services. The Company shall provide you with access to its premises and equipment to the extent necessary for your performance of the Services. You hereby consent to Company 1) taking and using photographs, video or sound recordings of your instruction Services (including your image, likeness, appearance, and voice) and 2) using, distributing, copying and editing the recording for Company’s internal, evaluation purposes.
3. To the extent you perform any Services on the Company’s premises or using the Company’s equipment, you shall comply with all applicable policies of the Company relating to business and office conduct, health and safety and use of the Company’s facilities, supplies, information technology, equipment, networks and other resources.

TERM

4. The term of this Agreement (the “Term”) shall commence as of the date set forth above (the “Effective Date”) and shall continue through the Program End Date (as defined in Schedule 1) unless earlier terminated in accordance with paragraphs 20 or 21. Any extension of the Term will be subject to mutual written agreement between the parties.

FEES AND EXPENSES

5. As full compensation for the Services and the rights granted to the Company in this Agreement, the Company shall pay you \$720 (the “Total Compensation”), payable in two equal installments of \$360 on March 09, 2018 and on March 30, 2018.

a. If direct deposit is preferred, a \$12.00 fee will be taken out of your first installment (ability to choose this option below in signature page). Timely scheduling of direct deposit payment is dependent on your prompt completion of required bank forms that will be sent via email after the execution of this Agreement.

6. You are solely responsible for any travel or other costs or expenses incurred by you in connection with the performance of the Services, and in no event shall the Company reimburse you for any such costs or expenses.

7. If less than 5 Next Level Rails students paying full tuition (\$2,200/each) are enrolled and have paid deposits by the Friday before Program start date, Tech Talent South reserves the right to cancel the class.

8. Tech Talent South reserves the right to postpone class start dates as operational circumstances might require. Tech Talent South will endeavor to provide you as much advance notice as possible to minimize disruption and inconvenience. The Program Start Date and the Program End Date (in each case as defined in Schedule 1) shall be adjusted accordingly.

9. You understand and acknowledge that your compensation structure as set forth in this Paragraph is Confidential Information and must be kept confidential as set forth in Paragraph 14. For the avoidance of doubt, you must not disclose or discuss your compensation structure with any person, entity, firm or company, provided that you may disclose or discuss your compensation structure with the Company’s Chief Executive Officer, Chief Operating Officer and Chief Technology Officer and any accountants or tax advisors who have a need to know such information in rendering professional services to you.

RELATIONSHIP OF THE PARTIES

10. You are an independent contractor of the Company, and this Agreement shall not be construed to create any association, partnership, joint venture, employee or agency relationship between you and the Company for any purpose. You have no authority (and shall not hold yourself out as having authority) to bind the Company and you shall not make any agreements or representations on the Company’s behalf without the Company’s prior written consent. Aside from instructional hours (including classroom-based and office hours) that are dictated by programmatic and operational needs and set forth in Schedule 1, you may schedule your performance of the Services in

your discretion provided that the Services are performed in a prompt and timely manner.

11. You will not be eligible under this Agreement to participate in any vacation, group medical or life insurance, disability, profit sharing or retirement benefits or any other fringe benefits or benefit plans offered by the Company to its employees, and the Company will not be responsible for withholding or paying any income, payroll, Social Security or other federal, state or local taxes, making any insurance contributions, including unemployment or disability, or obtaining worker's compensation insurance on your behalf. You shall be responsible for, and shall indemnify the Company against, all such taxes or contributions, including penalties and interest, to the extent that they are assessed against the Company. Any persons employed by you in connection with the performance of the Services shall be your employees and you shall be fully responsible for them.

INTELLECTUAL PROPERTY RIGHTS

12. To the extent that you use any materials in connection with your engagement with the Company to which you had rights of ownership or use prior to your first engagement with the Company (which you shall list on Schedule 2), or to the extent that you generate or produce novel materials for use in fulfillment of the Services, you retain ownership of such materials but hereby grant to the Company an irrevocable, worldwide, unlimited, royalty-free license to use, publish, reproduce, display, distribute copies of, and prepare derivative works based upon, such materials and derivative works thereof. The Company may assign, transfer and sublicense such license to any affiliates, successors, and assigns without your consent.
13. You have no right or license to use the Company's trademarks, service marks, trade names, trade names, logos, symbols or brand names, except as the Company may authorize you, from time to time, by the prior written consent of the Company in each instance.

CONFIDENTIALITY

14. You acknowledge that you will have access to information that is treated as confidential and proprietary by the Company, including, without limitation, the existence and terms of this Agreement, trade secrets, technology, and information pertaining to business operations and strategies, customers, pricing, marketing, finances, sourcing, personnel or operations of the Company, its affiliates or their suppliers or customers, in each case whether spoken, printed, electronic or in any other form or medium (collectively, the "Confidential Information"). Any Confidential Information that you develop in connection with the Services shall be subject to the terms and conditions of this paragraph. You agree to treat all Confidential Information as strictly confidential, not to disclose Confidential Information or permit it to be disclosed, in whole or part, to any third party without the prior written consent of the Company in each instance, and not to use any Confidential Information for any purpose except as required in your performance of the Services. You shall notify the Company immediately in

the event you become aware of any loss or disclosure of any Confidential Information.

15. Confidential Information shall not include information that:
- a. is or becomes generally available to the public other than through your breach of this Agreement;
 - b. is communicated to you by a third party that has no confidentiality obligations with respect to such information; or
 - c. is required to be disclosed by law, including without limitation, pursuant to the terms of a court order; provided that you have given the Company prior notice of such disclosure and an opportunity to contest such disclosure or to seek a protective order.

16. The term "Confidential Information" shall include all confidential and proprietary information of Company, including, without limitation, any of the following information: intellectual property, marketing information and strategies; financial and budgetary information and strategies; compensation payable to employees or independent contractors; financing arrangements with customers; customer applications and financial condition, including amounts owed under any financing arrangements; terms of leases of real or personal property; terms of software licenses; customer, vendor, and independent contractor lists and contact information; information about prospective customers, vendors, independent contractors, or business opportunities; information about costs and the pricing structure used in sales to customers; information about corporate business and growth strategy; proprietary information of any customers, vendors, or independent contractors of Company; curriculum, research, and development projects; and technological innovations used in Company's business.

REPRESENTATIONS AND WARRANTIES

17. You represent and warrant to the Company that:
- a. you have the right to enter into this Agreement, to grant the rights granted herein and to perform fully all of your obligations in this Agreement;
 - b. your entering into this Agreement with the Company and your performance of the Services do not and will not conflict with or result in any breach or default under any other agreement to which you are subject;
 - c. you have the required skill, experience and qualifications to perform the Services, you shall perform the Services in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services, and you shall devote sufficient resources to ensure that the Services are performed in a timely and reliable manner; and
 - d. you shall perform the Services in compliance with all applicable federal, state and local laws and regulations.

	<p>18. The Company hereby represents and warrants to you that: (a) it has the full right, power and authority to enter into this Agreement and to perform its obligations hereunder; and (b) the execution of this Agreement by its representative whose signature is set forth at the end hereof has been duly authorized by all necessary corporate action.</p>
INDEMNIFICATION	
	<p>19. You shall defend, indemnify and hold harmless the Company and its affiliates and their officers, directors, employees, agents, successors and permitted assigns from and against all losses, damages, liabilities, deficiencies, actions, judgments, interest, awards, penalties, fines, costs or expenses of whatever kind (including reasonable attorneys' fees) arising out of or resulting from: (a) your negligence or willful misconduct; (b) bodily injury, death of any person, or damage to real or personal property resulting from your acts or omissions; and (c) your breach of any representation, warranty or obligation under this Agreement. The Company may satisfy such indemnity (in whole or in part) by way of deduction from any payment due to you.</p>
TERMINATION	
	<p>20. The Company may terminate this Agreement without cause upon 30 days' written notice to you. In the event of termination pursuant to this paragraph 20, the Company shall pay you on a proportional basis any Fees then due and payable for any Services completed up to and including the date of such termination.</p> <p>21. The Company may terminate this Agreement, effective upon written notice to you, in the event that you (a) materially breach this Agreement, or (b) fail to perform the Services in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and/or fail to devote sufficient resources to ensure that the Services are performed in a timely and reliable manner.</p> <p>22. Upon expiration or termination of this Agreement for any reason, or at any other time upon the Company's written request, you shall within 5 days after such expiration, termination, or request:</p> <ol style="list-style-type: none"> deliver to the Company all hardware, software, tools, equipment or other materials provided for your use by the Company; deliver to the Company all documents and materials (and any copies) containing, reflecting, incorporating or based on the Confidential Information; permanently erase all of the Confidential Information from your computer systems; and certify in writing to the Company that you have complied with the requirements of this paragraph.
OTHER BUSINESS ACTIVITIES	
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23.	You may be engaged or employed in any other business, trade, profession or other activity (“Other Business Activities”), provided, that, during the Term and for a period of
	<ul style="list-style-type: none"> a. three months following the Term if the Term is for three months or less, b. six months following the Term if the Term is greater than three months but less than or equal to six months, or c. twelve months following the Term if the Term is greater than six months,
	<p>you shall not be engaged in any Other Business Activities that compete directly or indirectly with the business of the Company, without the Company’s prior written consent to be given or withheld in its sole discretion. For the avoidance of doubt, the “business of the Company” for purposes of this paragraph is the provision of technical or professional skills training in a classroom-based or virtual setting in the course offerings that the Company provides or substantially similar or related course offerings.</p>
<p>ASSIGNMENT</p> <p>24. You shall not assign any rights, or delegate or subcontract any obligations, under this Agreement without the Company’s prior written consent. Any assignment in violation of the foregoing shall be deemed null and void. The Company may freely assign its rights and obligations under this Agreement at any time. Subject to the limits on assignment stated above, this Agreement will inure to the benefit of, be binding upon, and be enforceable against, each of the parties hereto and their respective successors and assigns.</p>	
<p>BREACH</p> <p>25. If you terminate this Agreement at any time from and after the Effective Date and through the last business day immediately preceding the Program Start Date (as defined in Schedule 1 below), the Company shall immediately be entitled to recover from you as liquidated damages, without notice or demand therefore, in the amount of one-half of the Total Compensation (irrespective of whether you have been paid any portion of the Total Compensation pursuant to the payment schedule set forth in paragraph 5).</p> <p>26. If you terminate this Agreement at any time after the last business day immediately preceding the Program Start Date and through and including the Program End Date (as defined in Schedule 1 below), the Company shall immediately be entitled to recover from you as liquidated damages, without notice or demand therefore, in the amount of the Total Compensation (irrespective of whether you have been paid any portion of the Total Compensation pursuant to the payment schedule set forth in paragraph 5).</p> <p>27. You acknowledge that the damages likely to result to the Company from your termination of this Agreement under the circumstances described in paragraphs 25 and 26 are difficult to estimate or ascertain as of the date of this Agreement. You acknowledge and agree that your payment of the liquidated damages would serve to reasonably compensate the Company for your termination of this Agreement, and that it is not intended as a penalty.</p>	
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MISCELLANEOUS

28. You shall not export, directly or indirectly, any technical data acquired from the Company, or any products utilizing any such data, to any country in violation of any applicable export laws or regulations.

29. All notices, requests, consents, claims, demands, waivers and other communications required or permitted by this Agreement (each, a "Notice") shall be in writing and addressed to the parties at the addresses set forth on the first page of this Agreement (or to such other address that may be designated by the receiving party from time to time in accordance with this section). All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees prepaid), facsimile, or e-mail of a PDF document (with confirmation of transmission) or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only if (a) the receiving party has received the Notice and (b) the party giving the Notice has complied with the requirements of this Section.

30. This Agreement, together with any other documents incorporated herein by reference and related exhibits and schedules, constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter.

31. This Agreement may be amended, modified or supplemented only by an agreement in writing signed by each party hereto, and any of the terms hereof may be waived only by a written and signed document by the party or parties waiving compliance.

32. This Agreement shall be governed by and construed in accordance with the internal laws of the State of North Carolina without giving effect to the conflict of laws provisions thereof. Each party irrevocably submits to the exclusive jurisdiction and venue of the federal and state courts located in Mecklenburg County, North Carolina, in any legal suit, action or proceeding arising out of or based upon this Agreement or the Services provided hereunder and waives any objection as to personal jurisdiction or inconvenient forum.

33. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

34. This Agreement may be executed in multiple counterparts and by facsimile signature, each of which shall be deemed an original and all of which together shall constitute one instrument.

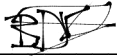
Kindly execute this Agreement by signing on the signature line below and returning it to the undersigned.

Very truly yours,

Tech Talent South, LLC

Suzanne Speece
Name: Suzanne Speece
Title: COO

ACCEPTED AND AGREED:



Name: Bart De Nef
Title: Instructor

Date: 12/03/2017

Federal Tax Id. No./Social Security No.: 704-33-2185

Check box to indicate payment preference:

Direct Deposit ☒
(one-time \$12.00 deduction shall apply)

Mailed Check ☐

Interest in future remote tutoring opportunities?

No ☐

SCHEDULE 1

SERVICES:

The work to be performed by Contractor is in the Contractor's usual line of business, including, but not limited to the following:

(a) Independent Contractor will provide instruction for the Spring Session of Next Level Rails in Charlotte, NC. Dates of the Program are 3/05/2018 (the Program Start Date) through 3/28/2018 (the Program End Date). Classroom hours are 6:00 PM – 9:00 PM (Mondays and Wednesdays). Independent Contractor agrees to adequately prepare for each class according to curriculum and outline provided by Tech Talent South. In addition, Tech Talent South may require additional orientation/training during week 1 as scheduled.

(b) Independent Contractor will provide facilitation of office hours for the Spring 2018 Session of Next Level Rails in Charlotte, NC. Dates of the Program are 3/05/2018 (the Program Start Date) through 3/28/2018 (the Program End Date). Office hours are 5:00PM - 6:00PM (Mondays and Wednesdays). Independent Contractor agrees to adequately prepare for each office session according to curriculum and outline provided by Tech Talent South. In addition, Tech Talent South may require additional orientation/training during week 1 as scheduled.

(c) Independent Contractor agrees to make efforts to attend relevant outside events such as launch parties, pitch days and other of the Company's student-focused activities. In addition, Independent Contractor agrees to host workshops/meet ups scheduled by TTS (as needed).

(d) Independent Contractor agrees to provide at least 1 blog post to the Tech Talent Tips blog during the Program or the month immediately following.

(e) Independent Contractor agrees to provide a list of links to student final projects on the last day of class to the Company's Chief Technology Officer via email.

(f) Independent Contractor agrees to have, at minimum, three scheduled instructor calls with a member of the Company's curriculum team. Additional phone calls with the Company's CTO, may be arranged as needed for curriculum/technical support.

(g) Independent Contractor agrees to promptly communicate with all Tech Talent South staff via phone and email and is responsible for contacting Tech Talent South staff for additional support as needed. In addition, Independent Contractor agrees to complete assigned Tech Talent South surveys related to the session as

well as a daily record of attendance via provided spreadsheet by the end of class each day.

(h) Independent Contractors are expected to be present at each class during the scheduled hours within the session. In the event of an emergency, Independent Contractors should contact the Community Organizer (if applicable) AND a member of the curriculum team, as soon as possible to discuss alternative arrangements.

SCHEDULE 2

INDEPENDENT CONTRACTOR'S PRE-EXISTING MATERIALS:

[Independent Contractor to List]

Signature Certificate



Document Reference: YGEPJIIJJ22BMNMLTALAWSU

RightSignature

Easy Online Document Signing



Suzanne Speece

Party ID: NJG2Z9IHX5IRNBHCKLF9G9

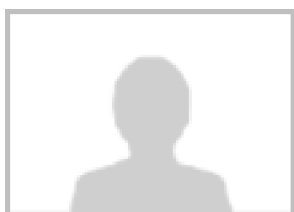
IP Address: 68.71.165.175

VERIFIED EMAIL: suzanne@techtalentsouth.com

Electronic Signature:

Multi-Factor
Digital Fingerprint Checksum

59bd459a8d82572922fb56a4630b587b2cc39a6f



Bart De Nef

Party ID: 3HBPMLIYRKGGWCRFU9PEL8

IP Address: 24.74.4.240

VERIFIED EMAIL: bart@techtalentsouth.com

Electronic Signature:

Multi-Factor
Digital Fingerprint Checksum

4d87717ff8ea97f17acf3ce4575b0c07c9ffe5f2



Timestamp

2017-12-03 08:39:41 -0800

2017-12-03 08:39:41 -0800

2017-11-30 08:47:13 -0800

2017-11-30 08:47:03 -0800

2017-11-30 07:58:00 -0800

2017-11-30 07:57:31 -0800

Audit

All parties have signed document. Signed copies sent to: Suzanne Speece, Bart De Nef, and Blythe Chadim.

Document signed by Bart De Nef (bart@techtalentsouth.com) with drawn signature. - 172.72.5.77

Document signed by Suzanne Speece (suzanne@techtalentsouth.com) with drawn signature. - 68.71.165.175

Document viewed by Suzanne Speece (suzanne@techtalentsouth.com). - 68.71.165.175

Document viewed by Bart De Nef (bart@techtalentsouth.com). - 24.74.4.240

Document created by Blythe Chadim (bchadim@techtalentsouth.com). - 68.71.165.175



This signature page provides a record of the online activity executing this contract.