



INDEPENDENT CONTRACTOR AGREEMENT

This agreement is entered into by and between 3D INSTITUTE, INC. ("3DI") and the undersigned Certified Presenter who is sometimes in this Agreement referred to as "Presenter."

3DI and Presenter agree as follows:

1. General Terms of Our Agreement

- A. I understand that as I begin my independent contractor status with 3DI I should not expect to earn a living on a part-time basis and I confirm that no member of 3DI has represented that I will ever be able to earn a living in this business, whether part-time or full-time.
- B. I understand and recognize that the only method of earning income from 3DI is through the facilitation and speaking at workshops, coaching clinics or professional development seminars.
- C. I ALSO UNDERSTAND THAT THERE ARE NO GUARANTEES of workshops and NO GUARANTEE of a continuing relationship with 3DI. The only income I receive, if any, will be only income I receive for Workshop Speaking Fees from 3D Workshops unless otherwise indicated in this agreement.
- D. I understand and acknowledge that either 3DI or I may terminate this Agreement at any time, with or without any reason or cause.
- E. I have represented to 3DI that I am competent and have the ability to perform the functions for which I am certified with respect to facilitating workshop on the 3D Coaching framework.
- F. I realize that I am obligated, at my own expenses, to obtain and to keep my certification in full force and effect, and to pay all fees and taxes due the state, county, municipality; or other governmental entity arising out of my activities as a Certified Presenter. I also realize that 3DI will not be liable for payment of any of my fees or business expenses other than those explicitly set out in the Agreement. If I fail to keep my certification current, as determined by 3DI, this Agreement shall terminate.
- G. I also agree that all income collected for such activities will be disbursed under the terms of this Agreement and the policies and guidelines of 3DI. If I violate this provision and collect a fee in my name or in the name of any third party from whom I expect to receive a portion of such income, I will forfeit any accrued uncollected income in partial payment or the damage to 3DI suffered as a result of my violation of this contract. I also agree to reimburse 3DI for all attorney fees incurred by 3DI if 3DI has to retain any attorney to collect any fees due 3DI resulting from my violation of this agreement.
- H. I understand that 3DI will not be liable for any expenses I may incur in carrying out my duties under this Agreement and that I will not be liable to 3DI for expenses 3DI has agreed to provide. I agree to furnish my transportation at my own expense for carrying out my duties under this Agreement, and to pay at my own expense entertainment costs, club dues, and other expenses incident to the conduct of my services as a Presenter. I will also pay any and all state and city business occupation tax applicable to the portion of any fees I receive.
- I. I understand that 3DI has the right to instruct me as to the services I am to perform but will not have the right to instruct me as to the manner in which they are to be performed because of my relationship with 3DI is as an independent contractor, but not as an employee.

2. Obligations of 3DI to Presenter

- A. 3DI warrants that it is authorized to act as a business in the State in which Presenter is to operate and agrees to obtain and to keep its license in full force and effect and to pay all fees and taxes due the state, county, municipality, or other governmental entity arising out of its activities as broker.
- B. 3DI agrees to make available to Presenter all current workshop content of 3DI. 3DI agrees to assist Presenter in Presenter's work by advice and full cooperation in every way possible.

3. Indemnification of 3DI

- A. I agree to indemnify and hold harmless 3DI and its officers, directors, and employees, whether such officers, directors, and employees are acting in their official capacities or not, (all of the foregoing are collectively and severally referred to herein as the "Indemnified Party") from and against any and all liability, claims demands, proceedings, obligations, assessments, loss, cost damage and expense, of any nature whatsoever, contingent or otherwise, (including, without limitation, any and all judgments, degrees, equitable relief, extraordinary relief, settlements, awards, attorneys fees, court costs; punitive damages and arbitration costs including arbitrators fees) (collectively and severally "Indemnified Loss") which are incurred, sustained, suffered, or assessed against the indemnified Party, or all of any combination thereof, because of arising out of, or a result of my disregard or breach of any of the policies or principles of fair dealing with the public as set out in the Policies and Guidelines of 3DI
- B. To secure my promise of indemnification, I hereby assign to 3DI any fees (or advances thereon) otherwise payable to me to the extent necessary to satisfy 3DI for any such indemnified Loss.

4. Independent Contractor

- A. Understand that I am an independent contractor under this agreement which authorizes me to conduct this business and I am free to control my business, my business hours, all subject, however, to compliance with all 3DI Policies and Guidelines, applicable local, state, and federal laws and regulations, and the rules and regulations for any trade or professional organizations to which 3DI is a member. I further understand that my independent contractor status shall remain intact, notwithstanding any contractor designation or terminology which may appear on any state license or form. However, if the courts decide that, notwithstanding this stipulation, I am an employee of 3DI, then I elect and hereby give notice in advance that I reserve all of my rights at common law and under the statutes of the state in which I reside other than the Workmen's Compensation Act, and I will not be bound by the Workmen's Compensation Act of the state in which I reside; this stipulation and agreement shall be binding upon my heirs, executors, administrators and assigns.
- B. I promise that I shall not: (1) sign any contract, including office or equipment lease, in the name of 3DI; (2) open or continue to have any bank account, checking or savings, or any other investment account in the name of 3DI; (3) open any charge or secure credit in the name of 3DI; (4) negotiate or deposit in my personal account any check money order or similar instrument made payable to 3DI; or (5) incur any expenses in the name of 3DI.

5. Restrictive Covenants and Confidential Information

- A. I recognize that 3DI has spent a considerable amount of time, effort, money and skills in the developing its overall business, intellectual property, inclusive of all curriculum and coaching framework and its workshop organizational list. The names of the customers, organizations and partnerships solicited for 3DI constitute a valuable business asset of 3DI and these assets should be entitled to protection as confidential information of 3DI.
- B. I expressly recognize and acknowledge that 3DI would suffer extremely costly and irreparable harm, loss and damage if I (for myself or on behalf of any other person, partnership, corporation or other entity by whom I may be subsequently employed, or with whom I may contract), should violate any of the covenants. That in the event I was to violate any of the above covenants, 3DI's recovery of damages although proper would be inadequate to protect 3DI. Accordingly, I agree that in the event of a violation of any of the covenants, 3DI should be entitled to apply to any court of arbitration or competent jurisdiction for injunctive relief and specific performance and to enjoin any further violations of these covenants. I expressly acknowledge and stipulate that injunctive relief is appropriate and necessary in the event of a violation because there may be no adequate remedy at law or a violation of any of the covenants.

6. 3D Institute Policies and Guidelines

- A. I agree to comply with all 3DI Policies and Guidelines that may be issued from time to time by 3DI. The 3DI Policies and Guidelines are a part of my Agreement and my failure to comply with any policy or guidelines is a breach of this Agreement and can result in termination.
- B. Presenter acknowledges that 3DI may amend the Policies and Guidelines at any time. Presenter is responsible to keep up with all Policies and Guidelines.
- C. In the event I should receive a check that is an overpayment (whether I am with 3DI or I cease working with 3DI), I will immediately remit the difference or return the erroneous check so that a correct check may be issued.

7. Compliance with all Contracts, Laws, Policies and Guidelines

I agree that I will comply strictly with: this Agreement; the laws of the state in which I reside or present

3DI content in; and other business contracts, all federal, state and local laws, ordinances, and regulations governing any such contract or any aspect of my business.

In the event of dispute between the Company and Presenter arising under this Agreement, it is agreed that such disputes shall be exclusively resolved by binding arbitration under the Commercial Rules of the American Association with arbitration to occur at Orlando, Florida.

Term and Termination

- A. Either Presenter or 3DI may terminate this Agreement upon written notice.
- B. Termination of this Agreement shall not terminate any of the continuing rights or obligations of either Presenter or 3DI if the parties contemplated such rights and obligations would survive the termination of this Agreement.
- C. If I owe 3DI any amounts at the time of termination of this agreement or if any amounts become due from me to 3DI after the termination, I authorize 3DI to deduct these amounts from any 3DI earned income or other amounts due to me from 3DI until the amounts I owe 3DI have been fully paid.
- D. For as long as Presenter maintains their association with 3DI, Presenter has permission to use the 3DI name and logo on their business cards, letterhead and other business forms, subject to 3DI's advance approval of the artwork and text. If Presenter sets up an Internet website, Presenter also has permission to use the 3DI name and logo on their website, so long as as Presenter complies with the standards 3DI imposes for Internet usage of its trademarks. When Presenter's association with 3DI terminates for whatever reason, their permission to use the 3DI name and logo will unconditionally cease, and Presenter must immediately destroy all business forms that associate them with the 3DI name and change their website to remove all graphics, text, tags and codes that contain or refer to the 3DI name and logo. If, with permission of 3DI, Presenter uses any variation of the 3DI name or initials in there domain name Presenter must also transfer registration of their domain name to 3DI.

- Miscellaneous Provisions

- A. Presenter expressly represents and warrants that Presenter has the authority to enter into this Agreement and that Presenter is not or will by no virtue of entering into this Agreement or otherwise, be in breach of any other agreement with any other company, agency, association, firm, person or corporation.
- B. The failure or delay by any party hereto to insist upon strict performance of the terms and conditions of this Agreement shall not be deemed a waiver of any of the rights or remedies that such party may have and shall not be deemed a waiver of any subsequent breach or default in the terms hereof. To be effective, any waiver must be in writing and signed by the party granting the waiver and any such waiver shall apply only to the matter or instance so specifically waived.
- C. Titles and heading of sections and subsections any of any other parts of this Agreement are for convenience only and are not intended to reflect or restrict, or to all other provisions therein or to interpret or govern such provisions.
- D. If any part, section clause, paragraph, term or provision of this Agreement shall be found unenforceable by any court or arbitration or competent jurisdiction, such finding shall have no effect upon any other part, section, clause, paragraph, term or provision of the Agreement, and all other parts, sections, clauses, paragraphs, terms and provisions shall be given full force and effect.
- E. Presenter may not assign any rights or delegate any duties under this Agreement except as expressly herein provided. This Agreement and the rights of the parties there under shall be binding upon and inure to the benefit of the parties thereto and their respective heirs, legal representatives and successors, to the extent herein allowed.
- F. As used herein, the masculine and feminine shall also refer, as applicable, to the feminine and masculine.
- G. In the event that any party hereto commences as action or arbitration to enforce any of the provisions hereof, the prevailing party in such action shall be entitled to an award of its reasonable attorney's fees and all costs and expenses incurred in connection therewith.
- H. Certain provisions of this Agreement by their nature provide post-termination protection and rights to the parties and accordingly, shall survive termination if the Agreement. Such provisions so surviving shall be determined by a reasonable construction of and by the nature of the particular provision.
- I. This Agreement, including any Policies and Guidelines issued in accordance with this Agreement, constitutes the entire agreement and understanding between the parties hereto and supersedes any prior agreement or understanding relating to the subject matter of this Agreement. Any provision of a prior agreement that is intended by its nature to survive is preserved. Presenter represents that Presenter has not relied upon any representations, whether oral or written and regardless of by whom made, in entering this Agreement t not herein contained. No change, amendment, termination or attempted waiver of any of the provisions hereof shall be binding upon 3DI unless in writing and signed by 3DI.
- J. This contract is not binding until received and accepted by 3DI as acknowledged by signing.
- K. I understand that no Attorney General or other regulatory authority ever reviews, endorses or approves any sales or marketing program and I will not claim that any such review, endorsement or approval has occurred.

- L. I understand that there are no established average or typical monthly or other earnings, which may be anticipated by my association with 3DI.
- M. Each Certified Presenter pays a one-time administrative fee and purchases a 3DI career manual. These charges are not applicable where prohibited by law and may be refundable upon termination of the Association position where required by applicable law.

EXECUTED this _____, day of, _____ year

Presenters Address _____

Presenter's Phone # _____

Presenter's EIN # or SS# _____

Certified Presenter's Full Name

Certified Presenter's Signature

3D Institute, Inc.
7325 Forestwood Court
Orlando, FL 32835

3D Institute Address

Authorized 3D Institute, Inc. Signatory