



INDEPENDENT CONTRACTOR AGREEMENT

This agreement is entered into by and between 3D INSTITUTE ("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 of workshops.
- 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 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 3D Coaching.
- F. 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 will add 3DI as an additional insured on my car insurance policy, and to pay at my own expense 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.
- G. 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.
- H. I understand that I must carry liability insurance which covers acts of negligence or accidents while acting as a 3DI independent contractor including traveling to or from work locations. I also agree that the insurance will hold 3DI harmless from any acts of negligence or accidental causes.

2. Obligations of 3DI to Presenter

- A. 3DI agrees to make available to Presenter all current workshop listings of 3DI, except such as 3DI may find expedient to place exclusively with the national office. 3DI agrees to assist Presenter in Presenter's work by advice and full cooperation in every way possible.
- B. 3DI agrees to make available to Presenter materials for workshops including digital presentations that may be updated periodically.
- C. 3DI may require Presenter to attend a certification or recertification courses that may or may not be on-line or in person.

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. I 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, my choice of presentations, all subject, however, to compliance with all 3DI Policies and Guidelines, applicable local, state, and federal laws and regulations.
- 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 of its business, and its customer list. The names of the customers, organizations and presenters solicited for 3DI constitute a valuable business asset of 3DI and these assets should be entitled to protection as confidential information of 3DI.
- B. The agreements and covenants contained in this Section 5 are severable and separate, and the unenforceability of any specific agreement or covenant herein shall not affect the validity of any other.

6. 3D Institute Policies and Guidelines

- A. I agree to comply with all 3DI Policies and Guidelines that may or may not 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.

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

- A. 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.
- B. In the event of dispute between 3DI 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 in Orlando, Florida.

8. 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. 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. When Presenter's association with 3DI terminates for whatever reason, their permission to use 3DI name and logo will unconditionally cease, and Presenter must immediately destroy all business forms that associate them with the 3DI name.

9. Miscellaneous Provisions

- A. Titles and heading of sections and subsections 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 interpret of govern such provisions.

- B. 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.
- C. 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.
- D. 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.
- E. This contract is not binding until received and accepted by 3DI as acknowledged by signing.

EXECUTED this _____, day of _____, _____ year

Certified Presenter's Full Name

Presenter's EIN # or SS# _____

Presenters Address:

Certified Presenter's Signature: _____

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

Mike Millay, Chief Operating Officer _____

Authorized 3D Institute, Inc. Signatory