

THIRD-PARTY CONTRACTOR AGREEMENT

This agreement is between Flint Education, LLC, (the “Company”) and the Flint STEM Camp camp director (the “Contractor”).

1. Term and Termination

1.1 Term. This Agreement takes effect immediately as of the Effective Date, and remains in full force and effect until the Contractor has completed the Services (the “Term”), unless earlier terminated under this Section 1.

1.2 Termination. Either Party may terminate this Agreement for cause by providing the other Party written notice if the other Party: (i) is in breach of this Agreement and has failed to cure such breach within two (2) days after its receipt of written notice of such breach provided by the non-breaching Party; or (ii) engages in any conduct prohibited by law or questionable in the context of a student teacher relationship related to that Party’s performance under the Agreement.

2. Services.

2.1 Nature of Services. During the Term, the Contractor shall provide the services generally specified below as needed (the “Services”), or other such services as mutually agreed upon in writing by the Parties (email is acceptable). Contractor will perform such services in a diligent and workmanlike manner. The content, style, form and format of any work product of the Services shall be completely satisfactory to Company and shall be consistent with Company’s standards. Contractor hereby grants Company the right, but not the obligation, to use and to license others the right to use Contractor’s name, voice, photograph, likeness and biographical information in connection with and related to the Services.

2.2 Services Included. The services provided by the Contractor include, but are not limited to, acting as the Camp Director, assisting Company finding Teaching Assistants to assist the Contractor in running the camp, recruiting students to enroll in the camp, and to manage the Teaching Assistants and the students of the Camp. Management includes, but is not limited to, ensuring that students are being taught with the supplied course materials, managing any issues that arise between students or with the Teaching Assistants, and any other actions necessary to ensure a successful camp session.

2.3 Relationship of the Parties. Contractor enters into this Agreement as, and shall continue to be, an independent contractor. All Services shall be performed only by Contractor. Under no circumstances shall Contractor look to Company as his/her employer, or as a partner, agent or principal. Neither Contractor, nor any of Contractor’s employees, shall be entitled to any benefits accorded to Company’s employees, including without limitation worker’s compensation, disability insurance, vacation or sick pay. Contractor shall be responsible for providing, at Contractor’s expense, and in Contractor’s name, unemployment, disability, worker’s compensation and other insurance, as well as licenses and permits usual or necessary for conducting the Services.

2.4 Compensation and Reimbursement. Contractor shall be compensated and reimbursed for the Services in the amount specified on the flintstemcamps.com website. Completeness of work product shall be determined by Company in its sole discretion. No other fees and/or expenses will be paid to Contractor, unless such fees and/or expenses have been approved in advance by the appropriate Company executive in writing. Contractor shall be solely responsible for any and all taxes, Social Security contributions or payments, disability insurance, unemployment taxes, and other payroll type taxes applicable to such compensation. The Company shall remit payment to the Contractor within 14 days of completion of Contractor’s responsibilities at the Camp, which includes satisfactory return of all Camp materials, except for those that were disposable and disposed of during the Camp.

2.5 Personnel. In accordance with Contractor’s duties in Section 2.2 of this Agreement, Contractor represents and warrants to Company that the appointed Teaching Assistants performing Services hereunder will have sufficient expertise, training and experience to accomplish the Services. Contractor shall require all personnel who perform Services and/or have performed Services hereunder enter into separate agreements with the Company before commencing to render any

Services for Company. *(Note to Camp Directors: you send your Teaching Assistants a Contractor Agreement through your dashboard in the step where you designate them as TAs.)*

2.6 Taxes. The Company shall not be responsible for federal, state and local taxes derived from the Contractor's net income or for the withholding and/or payment of any federal, state and local income and other payroll taxes, workers' compensation, disability benefits or other legal requirements applicable to the Contractor.

3. Company Property

3.1 Company Property. All materials, including without limitation documents, drawings, drafts, notes, designs, computer media, electronic files and lists, including all additions to, deletions from, alterations of, and revisions in the foregoing (together the "Materials"), which are furnished to Contractor by Company or which are developed in the process of performing the Services, or embody or relate to the Services, the Company Information or the Innovations (as defined below), are the property of Company, and shall be returned by Contractor to Company promptly at Company's request together with any copies thereof, and in any event promptly upon expiration or termination of this Agreement for any reason. Contractor is granted no rights in or to such Materials, the Company Information or the Innovations, except as necessary to fulfill its obligations under this Agreement.

4. Additional Provisions.

4.1 Governing Law and Attorney's Fees. This Agreement shall be governed by and construed in accordance with the laws of the State of Kansas, without regard to its choice of law principles. The Parties consent to exclusive jurisdiction and venue in the federal and state courts sitting in Douglas County, Kansas. In any action or suit to enforce any right or remedy under this Agreement or to interpret any provision of this Agreement, the prevailing Party shall be entitled to recover its reasonable attorney's fees, costs and other expenses.

4.2 Binding Effect. This Agreement shall be binding upon, and inure to the benefit of, the successors, executors, heirs, representatives, administrators and permitted assigns of the Parties hereto. Contractor shall have no right to (a) assign this Agreement, by operation of law or otherwise; or (b) subcontract or otherwise delegate the performance of the Services without Company's prior written consent which may be withheld as Company determines in its sole discretion. Any such purported assignment shall be void.

4.3 Severability. If any provision of this Agreement shall be found invalid or unenforceable, the remainder of this Agreement shall be interpreted so as best to reasonably effect the intent of the Parties.

4.4 Entire Agreement. This Agreement, including the Exhibits, constitutes the entire understanding and agreement of the Parties with respect to its subject matter and supersedes all prior and contemporaneous agreements or understandings, inducements or conditions, express or implied, written or oral, between the Parties.

4.5 Injunctive Relief. Contractor acknowledges and agrees that in the event of a breach or threatened breach of this Agreement by Contractor, Company will suffer irreparable harm and will therefore be entitled to injunctive relief to enforce this Agreement.

4.6 Contractor's Remedy. Contractor's remedy, if any, for any breach of this Agreement shall be solely in damages and Contractor shall look solely to Company for recover of such damages. Contractor waives and relinquishes any right Contractor may otherwise have to obtain injunctive or equitable relief against any third party with respect to any dispute arising under this Agreement. Contractor shall look solely to Company for any compensation which may be due to Contractor hereunder.

4.7 Agency. Contractor is not Company's agent or representative and has no authority to bind or commit Company to any agreements or other obligations.

4.8 Amendment and Waivers. Any term or provision of this Agreement may be amended, and the observance of any term of this Agreement may be waived, only by a writing signed by the Party to be bound. The waiver by a Party of any breach or default in performance shall not be deemed to constitute a waiver of any other or succeeding breach or default. The failure of any Party to enforce any of the provisions hereof shall not be construed to be a waiver of the right of such Party thereafter to enforce such provisions.

4.9 Indemnification. The Contractor shall indemnify and hold harmless the Company, its affiliates, and its respective officers, directors, agents and employees from any and all claims, demands, losses, causes of action, damage, lawsuits, judgments, including attorneys' fees and costs, arising out of, or relating to, the Contractor's services under this Agreement.

4.10 Notices. Any notice, demand, or request with respect to this Agreement shall be in writing and shall be effective only if it is delivered by personal service, by air courier with receipt of delivery, or mailed, certified mail, return receipt requested, postage prepaid, to the address set forth above. Such communications shall be effective when they are received by the addressee; but if sent by certified mail in the manner set forth above, they shall be effective five (5) days after being deposited in the mail. Any party may change its address for such communications by giving notice to the other party in conformity with this section.

4.11 Representations. Both Parties represent that they are fully authorized and empowered to enter into this Agreement, and that the performance of the obligations under this Agreement will not violate or infringe upon the rights of any third-party, or violate any agreement between the Parties and any other person, firm or organization or any law or governmental regulation.

4.12 Time. Contactor agrees that time is of the essence in this Agreement.

4.13 Liability. EXCEPT WITH RESPECT TO THE PARTIES' INDEMNIFICATION OBLIGATIONS, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES ARISING FROM OR RELATED TO THIS AGREEMENT, INCLUDING BODILY INJURY, DEATH, LOSS OF REVENUE, OR PROFITS OR OTHER BENEFITS, AND CLAIMS BY ANY THIRD PARTY, EVEN IF THE PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION APPLIES TO ALL CAUSES OF ACTION IN THE AGGREGATE, INCLUDING WITHOUT LIMITATION TO BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, AND OTHER TORTS.

4.14 Disclaimer of Warranty. THE WARRANTIES CONTAINED HEREIN ARE THE ONLY WARRANTIES MADE BY THE PARTIES HEREUNDER. EACH PARTY MAKES NO OTHER WARRANTY, WHETHER EXPRESS OR IMPLIED, AND EXPRESSLY EXCLUDES AND DISCLAIMS ALL OTHER WARRANTIES AND REPRESENTATIONS OF ANY KIND, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. THE COMPANY DOES NOT PROVIDE ANY WARRANTY THAT OPERATION OF ANY SERVICES HEREUNDER WILL BE UNINTERRUPTED OR ERROR-FREE.

CONTRACTOR'S ASSENT TO THIS AGREEMENT is indicated by him or her checking the "I have read this agreement carefully, understand it, and agree to its terms" checkbox when registering to create a Camp Director account on the Flint STEM Camps website.