



Re: Independent contractor agreement

Dear INDEPENDENT CONTRACTOR,

This letter agreement (this "**Agreement**") sets forth the terms and conditions on which you agree to provide certain services (as described in Schedule 1) to **bmyvillage, LLC** with offices located at [address], a Texas limited liability company (the "**Company**") as of [electronic signature date]

1. SERVICES.

1.1 The Company engages you, and you accept engagement, as an independent contractor to provide certain services to the Company on the terms and conditions set forth in this Agreement.

1.2 You will provide to the Company the services set forth in Schedule 1 (the "**Services**").

1.3 The Company will not control the manner or means by which you [or your employees or contractors] perform the Services, including but not limited to the time and place you perform the Services.

1.4 As set forth in Schedule 1, the Company will provide you with access to its premises, materials, information, and systems to the extent necessary for the performance of the Services. Unless otherwise specified in Schedule 1, you will furnish, at your own expense, the materials, equipment, and other resources necessary to perform the Services.

1.5 You will comply with all rules and procedures communicated to you in writing by the Company, including those related to safety, security, and confidentiality.

2. TERM. The term of this Agreement will commence as of the date of this letter and will continue until [END], unless earlier terminated in accordance with Section 10 (the "**Term**"). Any extension of the Term will be subject to mutual written agreement between you and the Company (referred to collectively as the "**Parties**").

3. FEES AND EXPENSES.

3.1 As full compensation for the Services and the rights granted to the Company in this Agreement, the Company will pay you a fixed fee of \$30 / hourly compensation of the HOURLY RATE from pricing plan "Client" selects (the "**Fees**"), payable on [the completion of each coaching session/on the Company's regular payroll dates which are the 2nd & 4th Friday of each month]. You acknowledge that you will receive an IRS Form 1099-NEC from the Company, and that you will be solely responsible for all federal, state, and local taxes, as set out in Section 4.2.

3.2 To the extent you incur costs or expenses as part of your service to the Company and its clients, you agree that you alone shall bear those costs and that the Company will not pay or reimburse any costs or expenses without the Company's express prior written approval. 2nd and 4th Friday of each month] after the Company's receipt of client session by you of the payment schedule set forth in Schedule 1.

4. RELATIONSHIP OF THE PARTIES.

4.1 You are an independent contractor of the Company, and this Agreement will not be construed to create any association, partnership, joint venture, employment, or agency relationship between you and the Company for any purpose. You have no authority (and will not hold yourself out as having authority) to bind the Company and you will not make any agreements or representations on the Company's behalf without the Company's prior written consent.

4.2 Without limiting Section 4.1, you will not be eligible 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 for unemployment or disability, or obtaining workers' compensation insurance on your behalf. You will be responsible for, and will indemnify the Company against, all such taxes or contributions, including penalties and interest. Any persons employed or engaged by you in connection with the performance of the Services will be your employees or contractors and you will be fully responsible for them and indemnify the Company against any claims made by or on behalf of any such employee or contractor.

5. INTELLECTUAL PROPERTY RIGHTS.

5.1 The Company is and will be the sole and exclusive owner of all right, title, and interest throughout the world in and to all the results and proceeds of the Services performed under this Agreement and any related deliverables (collectively, the "**Deliverables**") and all other writings, technology, inventions, discoveries, processes, techniques, methods, ideas, concepts, research, proposals, and materials, and all other work product of any nature whatsoever, that are created, prepared, produced, authored, edited, modified, conceived, or reduced to practice in the course of performing the Services or other work performed in connection with the Services or this Agreement related to bmyvillage LLC (collectively, and including the Deliverables, "**Work Product**") including all patents, copyrights, trademarks (together with associated goodwill), trade secrets, know-how, and other confidential or proprietary information, and other intellectual property rights (collectively "**Intellectual Property Rights**"). You agree that the Work Product is deemed "work made for hire" as defined in 17 U.S.C. § 101 for the Company and all copyrights automatically and immediately vest in the Company. If, for any reason, any Work Product does not constitute "work made for hire," you irrevocably assign to the Company, for no additional consideration, your entire right, title, and interest throughout the world in and to the Work Product, including all Intellectual Property Rights, including the right to sue for past, present, and future infringement, misappropriation, or dilution.

5.2 To the extent any copyrights are assigned under this Section 5, you irrevocably waive in favor of the Company, to the extent permitted by applicable law, any and all claims you may now or hereafter have in any jurisdiction to all rights of paternity or attribution, integrity, disclosure, and withdrawal and any other rights that may be known as "moral rights" in relation to all Work Product to which the assigned copyrights apply.

5.3 You will make full and prompt written disclosure to the Company of any inventions or processes, as those terms are defined in 35 U.S.C. § 100, that constitute Work Product, whether or not such inventions or processes are patentable or protected as trade secrets. You will not disclose to any third party the nature or details of any such inventions or processes without the prior written consent of the Company. Any patent application for or application for registration of any Intellectual Property Rights in any Work Product that you may file during the Term or within one year thereafter will belong to the Company, and you assign to the Company, for no additional consideration, your entire right, title, and interest in and to such application, all Intellectual Property Rights disclosed or claimed, and any patent or registration issuing or resulting therefrom.

5.4 Upon the request of the Company, during and after the Term, you will promptly take such further actions, including execution and delivery of all appropriate instruments of conveyance, and provide such further cooperation, as may be necessary to assist the Company to apply for, prosecute, register, maintain, perfect, record, or enforce its rights in any Work Product and all Intellectual Property Rights. In the event the Company is unable, after reasonable effort, to obtain your signature on any such documents, you irrevocably designate and appoint the Company as your agent and attorney-in-fact, to act for and on your behalf solely to execute and file any such application or other document and do all other lawfully permitted acts to further the prosecution and issuance of patents, copyrights, or other intellectual property protection related to the Work Product with the same legal force and effect as if you had executed them. You agree that this power of attorney is coupled with an interest.

5.5 Notwithstanding Section 5.1, to the extent that any of your pre-existing materials are incorporated in or combined with any Deliverable or otherwise necessary for the use or exploitation of any Work Product, you grant to the Company an irrevocable, worldwide, perpetual, royalty-free, non-exclusive license to use, publish, reproduce, perform, display, distribute, modify, prepare derivative works based upon, make, have made, sell, offer to sell, import, and otherwise exploit such preexisting materials and derivative works. The Company may assign, transfer, and sublicense such rights to others without your approval.

5.6 As between you and the Company, the Company is, and will remain, the sole and exclusive owner of all right, title, and interest in and to any documents, specifications, data, know-how, methodologies, software, and other materials provided to you by the Company ("**Company Materials**"), including all Intellectual Property Rights. You have no right or license to reproduce or use any Company Materials except solely during the Term to the extent necessary to perform your obligations under this Agreement. All other rights in and to the Company Materials are expressly reserved by the Company. You have no right or license to use the Company's trademarks, service marks, trade names, logos, symbols, or brand names.

6. CONFIDENTIALITY.

6.1 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, or personnel of the Company, its affiliates, or their suppliers or

customers, in each case whether spoken, written, printed, electronic, or in any other form or medium (collectively, the "**Confidential Information**"). Any Confidential Information that you access or develop in connection with the Services, including but not limited to any Work Product, will be subject to the terms and conditions of this clause. 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 the performance of the Services. You will notify the Company immediately in the event you become aware of any loss or disclosure of any Confidential Information.

6.2 Confidential Information will not include information that:

- (a) is or becomes generally available to the public other than through your breach of this Agreement; or
- (b) is communicated to you by a third party that had no confidentiality obligations with respect to such information.

6.3 Nothing in this Agreement will be construed to prevent disclosure of Confidential Information as may be required by applicable law or regulation, or pursuant to the valid order of a court of competent jurisdiction or an authorized government agency, provided that the disclosure does not exceed the extent of disclosure required by such law, regulation, or order. You agree to provide written notice of any such order to an authorized officer of the Company within three days of receiving such order, but in any event sufficiently in advance of making any disclosure to permit the Company to contest the order or seek confidentiality protections, as determined in the Company's sole discretion.

7. REPRESENTATIONS AND WARRANTIES.

7.1 You represent and warrant to the Company that:

- (a) you have the right to enter into this Agreement, to grant the rights granted in this Agreement, 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 will perform the Services in a professional and

workmanlike manner in accordance with recognized industry standards for similar services, and you will devote sufficient resources to ensure that the Services are performed in a timely and reliable manner;

(d) you will perform the Services in compliance with all applicable federal, state, and local laws and regulations, including by maintaining all licenses, permits, and registrations required to perform the Services;

(e) the Company will receive good and valid title to all Work Product, free and clear of all encumbrances and liens of any kind; and

(f) all Work Product is and will be your original work (except for material in the public domain or provided by the Company) and do not and will not violate or infringe upon the intellectual property right or any other right whatsoever of any person, firm, corporation, or other entity.

7.2 The Company 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.

(c)

8. INDEMNIFICATION.

8.1 You will defend, indemnify, and hold harmless the Company and its affiliates and their officers, directors, employees, agents, successors, and 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) bodily injury, death of any person, or damage to real or tangible personal property resulting from your acts or omissions; or

(b) your breach of any representation, warranty, or obligation under this Agreement.

8.2 The Company may satisfy such indemnity (in whole or in part) by way of deduction from any payment due to you.

9. TERMINATION.

9.1 You may terminate this Agreement without cause upon forty-five (45) days' written notice to the Company. In the event of termination pursuant to this clause, the Company will pay you on a pro-rata basis any Fees then due and payable for any Services completed up to and including the date of such termination.

9.2 The Company may terminate you, with two weeks notice, at any time and for any reason or for no reason. You agree that the Company may also place you on a probationary status in the event of complaints by customers, and in that setting may place additional requirements on your service beyond those otherwise contained in this Agreement.

9.3 If the other party materially breaches this Agreement, and the other party does not cure such breach within ten days after receipt of written notice of such breach You or the Company may terminate this Agreement, effective immediately upon written notice to the other party to this Agreement.

9.4 Upon expiration or termination of this Agreement for any reason, or at any other time upon the Company's written request, you will within five days after such expiration or termination:

- (a) deliver to the Company all Deliverables (whether complete or incomplete) and all materials, equipment, and other property provided for your use by the Company;
- (b) deliver to the Company all tangible documents and other media, including any copies, containing, reflecting, incorporating, or based on the Confidential Information;
- (c) permanently erase all of the Confidential Information from your computer systems; and
- (d) certify in writing to the Company that you have complied with the requirements of this clause.

9.5 The terms and conditions of this clause and Section 4, Section 5, Section 6, Section 7, Section 8, Section 11, Section 13, Section 14, Section 15, Section 16, and Section 17 will survive the expiration or termination of this Agreement.

10. OTHER BUSINESS ACTIVITIES. You may be engaged or employed in any other business, trade, profession, or other activity which does not place you in a conflict of interest with the Company; provided, that, during the Term, you will not be

engaged in any business activities that do or may compete with the business of the Company without the Company's prior written consent.

11. NON-SOLICITATION/NON-COMPETE. Each party agrees/You agree] that during the Term of this Agreement and for a period of twelve months following the termination or expiration of this Agreement, you will not make any solicitation to employ the Company's personnel without written consent of the Company, to be given or withheld in the Company's sole discretion. For the purposes of this clause, a general advertisement or notice of a job listing or opening or other similar general publication of a job search or availability to fill employment positions, including on the internet, will not be construed as a solicitation or inducement, and the hiring of any such employees or independent contractor who freely responds to an ad or notice will not be a breach of this clause. You further agree not to pursue work from companies that are direct competitors for a period of twelve months.

12. ASSIGNMENT. You will 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 will 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 on, and be enforceable against each of the Parties hereto and their respective successors and assigns.

13. REMEDIES. In the event you breach or threaten to breach Section 6 or Section 12 of this Agreement, you acknowledge and agree that the Company will be entitled to seek, in addition to other available remedies, a temporary or permanent injunction or other equitable relief restraining such breach or threatened breach from any court of competent jurisdiction, and that money damages would not afford an adequate remedy, without the necessity of showing any actual damages, and without the necessity of posting any bond or other security. This equitable relief will be in addition to, not in lieu of, legal remedies, monetary damages, or other available forms of relief.

14. DISPUTE RESOLUTION.

14.1 Any dispute, controversy, or claim arising out of or related to this Agreement or any breach or termination of this Agreement, including but not limited to the Services you provide to the Company, and any alleged violation of any federal, state, or local statute, regulation, common law, or public policy, whether sounding in contract, tort, or statute, will be submitted to and decided by binding arbitration. Arbitration will be administered by the bmyvillage, LLC and held in San Antonio, Bexar County, Texas before a single arbitrator, in accordance with the

American Arbitration Association rules, regulations, and requirements. Any arbitral award determination will be final and binding upon the Parties. Judgment on the arbitrator's award may be entered in any court of competent jurisdiction.

14.2 Arbitration will proceed only on an individual basis. The Parties waive all rights to have their disputes heard or decided by a jury or in a court trial and the right to pursue any class or collective claims against each other in court, arbitration, or any other proceeding. Each party will only submit their own individual claims against the other and will not seek to represent the interests of any other person. The arbitrator will have no jurisdiction or authority to compel any class or collective claim, or to consolidate different arbitration proceedings with or join any other party to an arbitration between the Parties. [The arbitrator, not any court, will have exclusive authority to resolve any dispute relating to the enforceability or formation of this Agreement and the arbitrability of any dispute between the Parties, except for any dispute relating to the enforceability or scope of the class and collective action waiver, which will be determined by a court of competent jurisdiction.]]

15. GOVERNING LAW, JURISDICTION, AND VENUE. This Agreement and all related documents will be governed by and construed in accordance with the laws of the State of Texas, without giving effect to any conflict of laws principles that would cause the laws of any other jurisdiction to apply.

16. MISCELLANEOUS.

16.1 You will 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.

16.2 All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a "**Notice**") will 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 will be delivered by personal delivery, nationally recognized overnight courier (with all fees prepaid), email, 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.

16.3 This Agreement, together with any other documents incorporated in this Agreement 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 in this Agreement, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.

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

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

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

If this letter accurately sets forth our understanding, kindly execute the enclosed copy of this letter with the electronic signature.

Very truly yours,

A handwritten signature in cursive script that reads "Belinda Medellin".

Belinda M. Medellin

bmyvillage, LLC

Founder and CEO

SCHEDULE 1

Coaching in the areas of teaching and education, which will be provided to clients of bmyvillage who retain its services for help with mentoring, professional development and empowerment on how to be the best teacher our clients can be.