

**NON-COMPETE, CONFIDENTIALITY, WORK
FOR HIRE (INDEPENDENT CONTRACTOR) AGREEMENT**

I, _____ whose address is _____ (“Contractor”) in consideration of my engagement as an independent contractor with Hall Pass Learning Solutions LLC, and/or its corporate assignee (“Employer”), which as used in this Agreement shall include all of its divisions, subsidiaries, affiliates and related entities, and its and their owners, officers, directors, employees, trustees, agents, representatives, predecessors, successors and assigns (hereinafter collectively referred to as the “Company”), as an independent contractor responsible for independent teaching and related services for Employer’s customers and clients and other good and sufficient consideration as set forth on the attached Exhibit A (Statement of Work / Compensation), and acknowledging the Company’s reliance upon my commitments and obligations herein, hereby agree as follows:

1. Independent Contractor.

1.1 Contractor will perform the services for the Company as a non-exclusive independent contractor (the “Services”). The Services have been specially ordered and commissioned by the Company. To the extent the Services include materials subject to copyright, Contractor agrees that the Services are done as “work made for hire” as that term is defined under U.S. copyright law, and that as a result, Company will own all copyrights in the Services. Contractor will perform such services in a diligent and workmanlike manner and in accordance with the compensation schedule, set forth in Exhibit A. 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. Except as specified on Exhibit A, Company agrees that Contractor’s services need not be rendered at any specific location and may be rendered at any location selected by Contractor. Contractor hereby grants Company the right, but not the obligation, to use and to license others the right to use Contractor’s, and Contractor’s employees’, name, voice, signature, photograph, likeness and biographical information in connection with and related to the Services.

1.2 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 and Contractor’s employees. Under no circumstances shall Contractor, or any of Contractor’s employees, 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, as necessary.

1.3 Compensation and Reimbursement. Contractor shall be compensated and reimbursed for the Services as set forth on Exhibit A. Completeness of work product or acceptance or denial of any sale shall be determined by Company in its sole discretion, and Contractor agrees to make all revisions, additions, deletions or alterations as requested by Company. No other fees, benefits and/or expenses will be paid to the 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, which shall be reported by filing a Form 1099 with the Internal Revenue Service as may be required by law. Contractor hereby indemnifies and holds Company harmless

from any claims, losses, costs, fees, liabilities, damages or injuries suffered by Company arising out of Contractor's failure with respect to its obligations in this Section 1.3.

2.1 Non-Competition. I covenant and agree that as long as I am employed as an independent contractor by the Company, and for a period of one (1) year after termination of such employment for any reason, with or without cause, voluntarily or involuntarily, and regardless of whether I have any claim against the Company, I shall not, directly or indirectly, enter into or engage in the ownership, management, operation, or control of, or act as an employee of, or consultant, advisor, contractor, or subcontractor to, any Person or any existing or proposed entity engaged, or planning to be engaged in the Company's Business, if such Person or entity competes directly or indirectly with the Company's Business in any geographic territories assigned to me during the term of my employment. For purposes of this Agreement, the Company's Business shall mean the sales, development, marketing and representation and promotion of the products or services currently sold by the Company or in development to sold to the Company's customers ("the Company's Business").

2.2. Non-Solicitation of Customers or Clients. I covenant and agree that as long as I am employed as an independent contractor by the Company, and for a period of one (1) years after my employment with the Company has been terminated for any reason, with or without cause, voluntarily or involuntarily, and regardless of whether I have any claim against the Company, I will not directly or indirectly, on my own behalf or for the benefit of any natural person, corporation, partnership, trust, estate, joint venture, sole proprietorship, association, cooperative or other entity ("Person"), solicit, service, contact, or aid in the solicitation, servicing or contacting of any Person which is or was a Company customer or Client within one (1) years prior to the termination of my employment ("Company Customers"), for the purpose of (a) selling services or goods in competition with the Company's Business, (b) inducing Company Customers to cancel, transfer or cease doing business in whole or in part with the Company or (c) inducing Company Customers to do business with any Person or business entity in competition with the Company's Business.

3. Acknowledgment of Reasonable and Necessary Restrictions. I hereby acknowledge and agree that the Company's Business and services are highly competitive, and that the restrictions contained in paragraphs 2.1 and 2.2 are reasonable and necessary to protect the Company's legitimate business interests. I further acknowledge that in the event my employment with the Company terminates, I will still be able to earn a livelihood without violating this Agreement, and that paragraphs 2.1 and 2.2 are material conditions to my employment and continued employment with the Company.

4. Non-Solicitation of Employees. I further covenant and agree that during the term of my employment as an independent contractor and for a period of two (2) years after my employment with the Company has been terminated for any reason, with or without cause, voluntarily or involuntarily, I will not directly or indirectly, for my own behalf or for the benefit of any other Person, solicit, aid in solicitation of, induce, encourage or in any way cause any Company employee to leave the employ of the Company. I acknowledge that the Company has invested significant time, effort, resources and expense in training its employees and agree that the restriction contained in this paragraph is reasonable and necessary to protect the Company's investment and legitimate business interests.

5. Confidentiality. I acknowledge and agree that, during the course of my employment with the Company, I will learn and have access to the Company's trade secrets, confidential information, and proprietary materials which include but are not limited to, Company customer lists, customer accounts and information, prospective customer lists and information, services, techniques,

methods of operation, pricing, costs, sales, sales strategies and methods, marketing, marketing strategies and methods, products, product development, research, know-how, policies, financial information, financial condition, and other information which is not generally available to the public and which has been developed or acquired by the Company with considerable effort and expense. I covenant and agree to hold all of the foregoing trade secrets, confidential information and proprietary materials in the strictest confidence and shall not disclose, divulge or reveal the same to any Person during the term of my employment with the Company or at any time thereafter.

6. Intellectual Property. I further covenant and agree that I will not remove any Company trade secrets, confidential information and proprietary materials or any other Company documents from the Company's office without the express written consent of the Company and I shall be forever precluded from using or disclosing any intellectual property of the Company, including materials or concepts developed by Company.

7. Return of Company Property. Upon termination of the employment relationship for any reason, I shall immediately return to the Company all Company property, documentation, correspondence, literature, memorandum, files, customer and prospective customer lists and information, business card files, financial information, leads, computer print-outs and any other Company trade secrets, confidential information and proprietary materials in my possession, custody or control, and shall not remove or retain any copies thereof. I further agree that I shall immediately return to the Company all Company equipment, cell phones, hand-held computerized devices, computers, computer files, floppy disks, CD Rom disks, and any other Company property in my possession, custody or control, that I shall completely delete all remaining computer files or e-mails containing any Company information from the hard drive of my personal computer or any other computerized device, and that I shall not retain any copies thereof.

8. Scope/Severability. The purpose of this Agreement, among other things, is to protect the Company from unfair or inappropriate competition, to protect its trade secrets and confidential information and to prevent competitors from raiding the Company's employees. I agree that if the scope or enforcement of this Agreement is ever disputed, a court or other trier of fact may modify and enforce it to the extent it believes is lawful and appropriate. I further agree that if any provision of this Agreement is construed to be invalid, illegal or unenforceable, then the remaining provisions hereof shall not be affected thereby and shall be enforceable without regard thereto.

9. Enforcement. I acknowledge that compliance with this Agreement is necessary to protect the business and good will of the Company and that any actual or prospective breach will irreparably cause damage to the Company for which money damages may not be adequate. I therefore agree that if I breach or attempt to breach this Agreement, the Company shall be entitled to obtain temporary, preliminary and permanent equitable relief, without bond, to prevent irreparable harm or injury, and to money damages, together with any and all other remedies available under applicable law. I understand and agree that I shall be liable to pay the Company's reasonable attorneys' fees and costs in any successful action to enforce this agreement. I further agree that a temporary restraining order and preliminary injunction can be obtained without personal service on me if I cannot be located at the last address I have provided to the Company.

10. Acknowledgement. I acknowledge that I have carefully read and considered the provisions of this Agreement and, having done so, agree that the restrictions set forth in paragraphs 1, 2, 4 & 5 hereof (including, but not limited to, the time periods and limitations in each paragraph) are fair, and are reasonable and necessary to protect the Company's legitimate business interests.

11. Termination of Agreement.

11.1. Term. It is anticipated that this Agreement shall be effective from the date first listed above for a one-year time period, or until completion of the Services, as applicable, unless sooner terminated by either party in accordance with the terms and conditions of this Agreement (“Term”). If Company exercises its right to terminate the Agreement at any time for cause or without cause, any obligation it may otherwise have under this Agreement shall cease immediately, except that Company shall be obligated to compensate Contractor for work and sales performed up to the time of termination. If the Contractor exercises its right to terminate the Agreement, any obligation it may otherwise have under this Agreement shall cease immediately. Additionally, this Agreement shall automatically terminate upon Contractor’s death, or upon the sale or cessation of Company’s business. In such an event, Company shall be obligated to pay Contractor’s estate or beneficiaries only the accrued but unpaid compensation and expenses due as of the date of death.

11.2 Continuing Obligations of Contractor. The provisions of Sections 1 (as relates to creation and ownership of copyright) through 7 shall survive expiration or termination of this Agreement for any reason.

12. Parties In Interest/Assignment. I understand and agree that this Agreement shall be binding upon, and shall inure to the benefit of, myself, the Company and its successors and assigns. I further understand and agree that the Company only shall have the right to assign its rights hereunder to any successor in interest, whether by merger, consolidation, sale of assets or otherwise.

13. Choice of Law/Venue. The laws of the Commonwealth of Pennsylvania shall apply to and control any interpretation, construction, performance or enforcement of this Agreement. The Parties agree that the exclusive jurisdiction for any legal proceeding arising out of or relating to this Agreement shall be the state or federal courts of Pennsylvania and all Parties hereby waive any challenge to personal jurisdiction or venue in that court.

14. Non-Waiver. I acknowledge, understand and agree that the Company’s failure or delay to exercise any right, remedy, power or privilege under this Agreement shall not operate as a waiver thereof, nor shall the single or partial exercise of any right, remedy, power or privilege preclude any other or further exercise of the same or any other right, remedy, power or privilege with respect to any occurrence, nor be construed as a waiver of such right, remedy, power or privilege with respect to any other occurrence.

15. Additional Acknowledgements. I acknowledge that the Company is relying upon my foregoing commitments and obligations in employing me in the position of an independent contractor for Company and in revealing trade secrets and confidential and proprietary information to me. I further acknowledge that I have carefully read and fully understand the provisions of this Agreement, including the restrictive covenants contained in paragraphs 1, 2, 4 & 5 above, and have had sufficient time and opportunity to review this Agreement prior to executing it. I further acknowledge that I enter into this Agreement knowingly and voluntarily, and sign this Agreement with the full intention of being bound by its terms, including the restrictive covenants contained in paragraphs 1, 2, 4 & 5 above.

16. Entire Understanding. This Agreement contains the entire agreement and understanding by and between myself and the Company with respect to the covenants and promises contained herein and supersedes any previous oral or written agreement between the parties relating thereto. This Agreement shall not be changed or modified unless both I and the Company agree in writing.

IN WITNESS WHEREOF, the parties, intending to be legally bound, state that they understand this Agreement, enter into it freely, and have duly executed it below.

Executed by:

Accepted by:

Aviva Moore, on behalf of
Hall Pass Learning Solutions LLC

Date:

Date:

EXHIBIT A - Statement of Work / Compensation

As set forth on the attached Agreement, Contractor agrees to perform the following services:

Independent Teaching Services

Employer agrees to pay the following:

Early Educators
(pre-service, early career) = **\$25/ hr**

Mid-career educators = **\$ 40/ hr**
(minimum 10 years)

Experienced, Specialized,
and/or Content Experts = **\$65/ hr**

Contractor shall submit its orders for the services rendered in writing to the Employer, upon the terms and conditions set forth by the Employer.

Executed by:

Accepted by:

Aviva Moore, on behalf of
Hall Pass Learning Solutions LLC

Date:

Date: