

INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contractor Agreement (this "Agreement") is made effective as the date of _____, by and between Adjusting Online, LLC (the "Recipient"), of 7215 Bosque Blvd Suite 209, Waco, Texas 76710, and _____ (the "Contractor"), of _____. In this Agreement, the party who is contracting to receive the services shall be referred to as "Recipient", and the party who will be providing the services shall be referred to as "Contractor."

Name: _____

Phone: _____

E-mail: _____

1. DESCRIPTION OF SERVICES. Beginning on _____, the Contractor will provide the following services (collectively, the "Services"):

Marketing:

Sales of Online Educational Courses

2. PAYMENT FOR SERVICES. The Recipient will pay compensation to the Contractor for the Services in the amount of 10% of the course price after transaction fees from either the merchant account and/or lending company fees are taken out. After the first \$50,000 in sales, all future sales of the program will pay you 20%. (Commissions are calculated on the price of the sale after merchant fees or financing fees charged to us have been taken out) This compensation shall be payable in a lump sum on the 15th of the month follow the month of the sale. Contractor will be paid for any fully funded sales they generate on the 15th of each month.

No other fees and/or expenses will be paid to the Contractor, unless such fees and/or expenses have been approved in advance by the appropriate executive on behalf of the Recipient in writing. The 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.

3. TERM/TERMINATION. This Agreement may be terminated by either party upon 30 days' written notice to the other party.

A regular, ongoing relationship of indefinite term is not contemplated. The Recipient has no right to assign services to the Contractor other than as specifically contemplated by this Agreement. However, the parties may mutually agree that the Contractor shall perform other services for the Recipient, pursuant to the terms of this Agreement.

In the event of discovery of false or intentionally misleading statements or advertising by the Contractor then the Recipient can request that the posts / statements / advertising in question are removed. If the Recipient discovers that this misleading sales behavior is continued, then the Recipient may Terminate this Independent Contractor Agreement at any time without notice.

4. RELATIONSHIP OF PARTIES. It is understood by the parties that the Contractor is an independent contractor with respect to the Recipient, and not an employee of the Recipient. The Recipient will not provide fringe benefits, including health insurance benefits, paid vacation, or any other employee benefit, for the benefit of the Contractor.

It is contemplated that the relationship between the Contractor and the Recipient shall be a non-exclusive one. The Contractor also performs services for other organizations and/or individuals. The Recipient has no right to further inquire into the Contractor's other activities.

5. RECIPIENT'S CONTROL. The Recipient has no right or power to control or otherwise interfere with the Contractor's mode of effecting performance under this Agreement. The Recipient's only concern is the result of the Contractor's work, and not the means of accomplishing it. Except in extraordinary circumstances and when necessary if fraudulent claims / statements / posts / advertising is made / or any similar act that is damaging to the Recipient's brand or image, the Contractor shall perform the Services without direct supervision by the Recipient.

6. PROFESSIONAL CAPACITY. The Contractor is a professional who uses his or her own professional and business methods to perform services. The Contractor has not and will not receive training from the Recipient regarding how to perform the Services. In the event the Contractor wishes to collaborate with the Recipient, they may work together on projects when there is mutual agreement.

The Independent Contractor understands that we (Adjusting Online, LLC) do not now, nor have we ever guaranteed employment of any kind. We also do not guarantee any income amounts. The income of insurance adjusters varies widely depending on the individuals own work ethic and the fee schedule from the hiring company they choose to work with.

We follow a trade school model and are educating students in the field of Insurance Adjusting. We do not guarantee work or hiring, and in fact cannot as we are neither an W-2 hiring Staff Adjusting company nor an Independent Adjusting Firm contracted directly with an insurance company. We do not know what companies may hire our students, so any Fee Schedules shown are simply examples to show how previous storm work has paid adjusters.

We provide knowledge to the students so that they can perform the duties of an insurance adjuster once hired to do so. It is the responsibility of the student to network themselves and apply for any jobs they wish to get. We as Adjusting Online, LLC provide only advice on getting on an insurance company or IA Firm roster or advice to get hired on directly as staff for an insurance carrier.

Any introductions or recommendation by adjusters who work with Adjusting Online, LLC to students are at the sole discretion of the individual giving the assistance. This is a personal recommendation and cannot be considered an employment guarantee from Adjusting Online, LLC.

With the above statement and by signing this Agreement, the independent contractor agrees to not make income guarantees nor make guarantees of employment.

7. PERSONAL SERVICES NOT REQUIRED. The Contractor is not required to render the Services personally and may employ others to perform the Services on behalf of the Recipient without the Recipient's knowledge or consent. If the Contractor has assistants, it is the Contractor's responsibility to hire them and to provide materials for them. It is the responsibility of the Contractor to ensure that anyone in their employ adheres to the Contractor's agreement with the Recipient.

8. NO LOCATION ON PREMISES. The Contractor has no desk or other equipment either located at or furnished by the Recipient. Except to the extent that the Contractor works in a territory as defined by the Recipient, his or her services are not integrated into the mainstream of the Recipient's business.

9. NO SET WORK HOURS. The Contractor has no set hours of work. There is no requirement that the Contractor work full time or otherwise account for work hours. There are no quotas of sales required.

10. EXPENSES PAID BY CONTRACTOR. The Contractor's business and travel expenses are to be paid by the Contractor and not by the Recipient.

11. OWNERSHIP OF SOCIAL MEDIA CONTACTS. Any social media contacts, including "followers" or "friends," that are acquired through accounts (including, but not limited to email addresses, blogs, Twitter, Facebook, YouTube, or other social media networks) used or created on behalf of the Recipient are the property of the Recipient.

12. CONFIDENTIALITY. Contractor may have had access to proprietary, private and/or otherwise confidential information ("Confidential Information") of the Recipient. Confidential Information shall mean all non-public information which constitutes, relates or refers to the operation of the business of the Recipient, including without limitation, all financial, investment, operational, personnel, sales, marketing, managerial and statistical information of the Recipient, and any and all trade secrets, customer lists, or pricing information of the Recipient. The nature of the information and the manner of disclosure are such that a reasonable person would understand it to be confidential. The Contractor will not at any time or in any manner, either directly or indirectly, use for the personal benefit of the Contractor, or divulge, disclose, or communicate in any manner any Confidential Information. The Contractor will protect such information and treat the Confidential Information as strictly confidential. This provision shall continue to be effective after the termination of this Agreement. Upon termination of this Agreement, the Contractor will return to the Recipient all Confidential Information, whether physical or electronic, and other items that were used, created, or controlled by the Contractor during the term of this Agreement.

This Agreement is in compliance with the Defend Trade Secrets Act and provides civil or criminal immunity to any individual for the disclosure of trade secrets: (i) made in confidence to a federal, state, or local government official, or to an attorney when the disclosure is to report suspected violations of the law; or (ii) in a complaint or other document filed in a lawsuit if made under seal.

13. INJURIES. The Contractor acknowledges the Contractor's obligation to obtain appropriate insurance coverage for the benefit of the Contractor (and the Contractor's employees, if any). This is at the discretion of the Contractor and is not a requirement. The Contractor waives any rights to recovery from the Recipient for any injuries that the Contractor (and/or Contractor's employees) may sustain while performing services under this Agreement and that are a result of the negligence of the Contractor or the Contractor's employees.

14. NO RIGHT TO ACT AS AGENT. An "employer-employee" or "principal-agent" relationship is not created merely because (1) the Recipient has or retains the right to supervise or inspect the work as it progresses in order to ensure compliance with the terms of the contract or (2) the Recipient has or retains the right to stop work done improperly. The Contractor has no right to act as an agent for the Recipient and has an obligation to notify any involved parties that it is not an agent of the Recipient.

15. ENTIRE AGREEMENT. This Agreement constitutes the entire contract between the parties. All terms and conditions contained in any other writings previously executed by the parties regarding the matters contemplated herein shall be deemed to be merged herein and superseded hereby. No modification of this Agreement shall be deemed effective unless in writing and signed by the parties hereto.

16. WAIVER OF BREACH. The waiver by the Recipient of a breach of any provision of this Agreement by Contractor shall not operate or be construed as a waiver of any subsequent breach by Contractor.

17. SEVERABILITY. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

18. APPLICABLE LAW. This Agreement shall be governed by the laws of the State of Texas. In the event a dispute arises. Each party agrees to make all reasonable efforts to resolve with each other. If an agreement cannot be reached, each party agrees to be responsible for their own legal fees and any dispute must be resolved in a court of competent jurisdiction in McLennan County.

19. SIGNATORIES. This Agreement shall be signed by Steven Smallwood, CEO on behalf of Adjusting Online, LLC and by _____. This Agreement is effective as of the date first above written.

RECIPIENT:

Adjusting Online, LLC

By:  _____ Date: _____

Steven Smallwood

CEO

CONTRACTOR:

By: _____ Date: _____