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SignShine Independent Instructor Agreement including Non-Compete and Responsibilities

Through American Sign Language, (“ASL”), SignShine, hereinafter referred to as (“SignShine”) operates and manages a sign language instruction business, including, but not limited to, instructional sign language classes, workshops, private lessons and story times to hearing infants, children and/or their families, special needs children, and professionals collectively referred to as (“Programs”). Individuals and/or groups including but not limited to the following: parents and/or their children and/or infants, professionals, caregivers, enrolled in these Programs are referred to as (“Clients.”)

Independent Instructor hereinafter referred to as (“Independent Instructor”) agrees he or she has formal education or experience in ASL, specifically signing with babies and children, and is able to instruct ASL to Clients. Independent Instructor has experience with Early Childhood Education, and is familiar with language development and growth. Independent Instructor desires to be retained by SignShine, and SignShine desires to retain Independent Instructor to instruct certain Programs to Clients.

Independent Instructor is NOT an employee, agent, joint venture partner or otherwise of SignShine for any purposes, including but not limited to, State and Federal income tax, Social Security, worker's compensation, unemployment compensation, or similar laws. Independent Instructor must provide SignShine with the following: Tax ID number or equivalent. In particular, SignShine will not: (a) withhold FICA (social security) from amounts paid to Independent Instructor; (b) make state or federal unemployment insurance contributions on Independent Instructor's behalf; (c) withhold state or federal income tax from amounts paid to Independent Instructor; (d) make disability insurance contributions on Independent Instructor's behalf; or (e) obtain Workers' Compensation Insurance on Independent Instructor's behalf. If Independent Instructor fails to pay any required state and federal taxes or other monies otherwise due, and as a result, SignShine is required to pay any amount, and unless otherwise agreed to in writing Independent Instructor will promptly reimburse SignShine for all such amounts including maximum interest permitted under law.



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In consideration of the agreed upon compensation and for other good and valuable consideration, it is hereby agreed by SignShine and Independent Instructor that the fee schedule (“Fee Schedule”) shall be attached to this Agreement.

ARTICLE I: Term

1.1 Term. Unless otherwise agreed to in writing pursuant to Paragraph 1.2 of the Agreement, the Term of this Agreement shall be one year hereinafter referred to as term (“Term”). If Independent Instructor complies with the terms and conditions outlined in this Agreement, the same shall automatically renew (“Renewal Term”) for an additional Term. Notwithstanding the foregoing, if either party provides written notice to the other no later than 30 days prior to the end of the Term of its intention to terminate this Agreement, either party shall have no further liability except for any unfulfilled obligations herein.

1.2 Cancellation. SignShine or Independent Instructor, provided Independent Instructor fulfils any remaining obligation(s) outlined herein above, may cancel this Agreement by providing the other with 30 days prior written notice to the addresses listed at the bottom of the Agreement or the last known address of the Independent Instructor. Provided Independent Instructor has complied with the terms and conditions of this Agreement, Independent

Instructor shall be compensated until the actual termination date is effective or until Independent Instructor has been paid in full for the services rendered above.

SignShine may cancel this Agreement for a material breach of this Agreement with no advance notice if Independent Instructor violates any of the terms and conditions outlined herein. Material breach includes but is not limited to the following; acts of dishonesty, negligence, trademark, and/or copyright infringement, or other similar acts of disrepute against SignShine and/or its Clients.

1.3 No Minimum. INDEPENDENT INSTRUCTOR IS NOT GUARANTEED ANY MINIMUM NUMBER OF LESSONS/ASSIGNMENTS. SignShine and Independent Instructor will individually and collectively use its best effort to schedule Programs with Clients and Independent Instructor possible.



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1.4 Telephone Service Required. Independent Instructor agrees to return phone calls and/or emails from SignShine and/or Clients within 24 hours.

1.5 Reports to Third Parties. Independent Instructor acknowledges that SignShine will monitor his/her performance through Clients comments and concerns and even visit.

1.6 Assistance. Both parties agree to assist each other in enforcing SignShine's programs.

1.7 Assistance upon Expiration. At the expiration or earlier termination of the Agreement, Independent Instructor agrees to encourage his/her Clients to contact SignShine to be reassigned to another Independent Instructor.

ARTICLE II: Agreement Responsibilities

2.1 Blog Contributions. Independent Instructor must contribute to BabySignShine blog on a bi-monthly basis, assigned dates to be determined by SignShine.

2.2 Team Participation. Independent Instructor must promote and market classes at different parenting centers, such as: early childhood locations, stores, libraries and other social media resources. Independent Instructor must participate in SignShine's teacher training. Independent Instructor shall welcome any media visitors or interns to classes and participate in any media functions to promote SignShine. Independent Instructor must maintain a professional relationship with SignShine via email, phone calls, and meetings.

2.3 SignShine Guidebook. Independent Instructor agrees to have each client in your classes purchase the **SignShine Guidebook**, an electronic e-book, **directly** from SignShine.com prior to beginning a class session in order to promote effective learning and to demonstrate improvement within the Independent Instructor's program and/or class. Independent Instructor is prohibited from printing, making copies or distributing the "SignShine Guidebook" independently to Clients at any time.



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2.4 Marketing. Independent Instructor agrees to use the SignShine logo on all business related articles, websites, brochures, fliers, business cards, etc. Unauthorized copying of material without permission in writing from SignShine is strictly prohibited.

2.5 Purchasing Terms and Conditions. Independent Instructor agrees to use SignShine's materials for personal, individual use. Reselling, copying, renting or leasing any materials to any third party is strictly prohibited. In addition, communication of specific contents of the materials to any third party other than clients is prohibited. Independent Instructor is licensed to teach SignShine curriculum materials within his/her local area listed on this Agreement. If he/she moves to a new location, a new Agreement will be issued. SignShine reserves the right to terminate this Agreement if any violation of Purchasing Terms and Conditions is violated.

ARTICLE III: Policies and Procedures

3.1 Requirements. Independent Instructor agrees to adhere to the following concerning using SignShine materials and/or teaching strategies:

- a) Independent Instructor verifies that he/she is qualified to work with SignShine materials in that he/she is familiar with principles of adult education and child development from birth to three years.
- b) Independent Instructor has taken courses or is fluent (having a family member who is Deaf) in American Sign Language or the accepted Sign Language in his/her home country.
- c) Independent Instructor will familiarize himself/herself with all resource materials for each class before beginning instruction.
- d) Independent Instructor will include the name SignShine in his/her company name (e.g. SignShine with Sarah or "Company Name" Presents SignShine). This inclusion of SignShine maintains the integrity of the program and provides clients with a name that is reputable.
- e) Independent Instructor has no past criminal convictions or other disqualifying occurrences that would prevent him/her from working with young children and their families. SignShine reserves the right to perform Department of Justice and FBI background checks.
- f) Independent Instructor agrees to in no way disparage SignShine or anyone related to SignShine, Instructors, Clients or vendors.



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g) Independent Instructor attests that all information given to SignShine is accurate and verifiable. In the event the Independent Instructor feels he/she needs additional information and/or training, he/she will contact SignShine to receive such information and/or training prior to commencing use of the SignShine curriculum/materials or the content/teaching strategies they contain. Independent Instructor understands that such additional information and/or training may have associated costs and he/she will be responsible for such costs.

3.2 Professionalism. Independent Instructor shall adhere themselves in a professional manner at all times when conducting classes, lessons, seminars, and/or representing the materials and/or curriculum of SignShine within ethical business standards, in addition to applicable state and federal laws. This includes ensuring classes, lessons, and/or seminars are held in an appropriate setting/environment and Independent Instructor dress in a professional manner. Independent Instructor must maintain positive relationship with rented location's owner, manager, and/or property owner in addition to keeping rental space in a clean and mannered situation.

3.3 Equal Opportunity. SignShine will ensure no Independent Instructor decisions will be based on race, color, religion, creed, gender/pregnancy, age, national origin, ancestry, citizenship, physical or mental disability and as directed by state law.

3.4 Harassment/Abuse. SignShine is committed to providing an environment free from harassment including, but not limited to sexual harassment. Independent Instructor is prohibited from engaging in any type of harassment (verbal, physical, emotional, sexual, etc) with clients and/or visitors. Independent Instructor is to report any alleged forms of abuse (verbal, physical, emotional, sexual, etc) to local authorities in accordance with Independent Instructors state and federal laws.

3.5 Media Inquiry. Independent Instructor shall notify SignShine immediately if contacted by the media regarding SignShine's curriculum, services, or any other company related reason.



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3.6 Conflicts of Interest. Independent Instructor must observe all laws and regulations governing business transactions, use funds for legitimate and ethical purposes, and avoid situations that create conflict between SignShine and personal interests.

3.7 Code of Conduct. Independent Instructor shall be committed to personal and organizational integrity, to act in good faith and to be accountable for his/her actions. Independent Instructor agrees to contact SignShine if he/she has any questions or concerns regarding any moral, legal, or ethical issue.

ARTICLE IV: Restrictive Covenants

4.1 Non-competition Agreement. As a material inducement to SignShine to enter into this Agreement, Independent Instructor agrees to perform services for the benefit of SignShine. Independent Instructor further agrees that, while this Agreement is in full force and effect and for a period of five (5) years following the date of cancellation or termination of this Agreement with SignShine or for any reason whatsoever, Independent Instructor will not solicit or accept solicitation from, or by any third party on behalf of, current or former Clients of SignShine, or enter into a contractual relationship to provide the same or similar services as provided through SignShine.

4.2 Non-Solicitation of Clients. During Independent Instructor's Agreement with SignShine and for a five (5) month period following the cancellation or termination of this Agreement, Independent Instructor will not directly or indirectly, as employee or otherwise, solicit any Clients who are in the process of enrolling into any Program and/or are existing Clients of SignShine's. In such event, SignShine will have the right to pursue any such breach of this Agreement to the maximum extent as permitted by law.

4.3 Non-solicitation of Employees. During Independent Instructor's Agreement and for five (5) months following the cancellation or earlier termination of this Agreement, for any reason whatsoever, Independent Instructor will not directly or indirectly, as owner, employee or otherwise, employ or solicit any Instructor of SignShine to provide services. In such event, SignShine will have the right to pursue any such breach of this Agreement to the maximum extent as permitted by law.



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4.3 Non-competition and Non-solicitation of Programs . Independent Instructor will not enter into a contractual relationship to provide the same or similar services or classes that competes with local SignShine's classes, library story times, teachers' seminars, interpretation services, and other programs offered by SignShine, including but not only in southern California or international conferences and expos. These are services provided through SignShine's California branch and will be looked as competition and will cause a breach of this agreement.

ARTICLE V: Disclosure of Confidential Information

SignShine Confidential Information. For purposes of this Agreement "SignShine Confidential Information" means any information not generally known (whether in written or electronic form and whether communicated orally or otherwise) which is proprietary to SignShine relates to SignShine's existing or reasonably foreseeable business, including, but not limited to information relating to SignShine's marketing techniques, materials, articles, recording, techniques, methods, inventions, lessons, research project, pricing data, affairs, pay disputes, personnel policies, management decisions, developments, methods, Clients and prospective Clients lists, employee lists, financial, and compensation matters. All information, which SignShine identifies as being "confidential" or "trade secret," shall be presumed to be SignShine Confidential Information and shall not be transmitted without the express written consent of SignShine.

ARTICLE VI: Intellectual Property

Independent Instructor acknowledges that SignShine owns all rights, title, and interest in and to SignShine's Program(s), portions thereof, including without limitation all Intellectual Property Rights. "Intellectual Property Rights" means any and all rights existing from time to time under patent law, copyright law, trade secret law, trademark law, unfair competition law, and any and all other proprietary rights, and any and all applications, renewals, extensions and restorations thereof, now or hereafter in force and in effect worldwide. Without SignShine's express written consent, Independent Instructor or agrees not to modify, adapt, translate, and prepare derivative works from SignShine works.



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ARTICLE VII: Enforcement

Governing Law. This Agreement will be governed by California law. This Agreement contains our entire agreement, and may not be changed except by a written document signed by both of us. In the event of any dispute between us regarding this Agreement, the prevailing person will be entitled to recover her reasonable expenses, including attorneys' fees, from the other person.

ARTICLE VIII: Arbitration and Indemnification

8.1 Any disputes arising under or in connection with this Agreement shall be resolved by binding Arbitration, to be held in Los Angeles Court in accordance with the rules and procedures of the American Arbitration Association.

8.2 All costs, fees, and expenses of any Arbitration in connection with this Agreement, which result in any decision or settlement requiring SignShine or Independent Instructor to make a payment to the other, including, without limitation, attorneys fees, shall be borne by the losing party.

8.3 Independent Instructor is responsible for its performance under this Agreement. Independent Instructor agrees to release, indemnify, defend and hold harmless SignShine, owners, other Independent Instructors, employees and agents of and from any and all liability, fines, royalties, fees, taxes, suits, claims, demands and actions, costs, attorneys fees and expenses of any kind or nature whatsoever ("Losses") for any loss of life, personal, bodily or economic injury or damage or loss to property arising out of the negligent acts, errors or Instructors; and from and against any orders, judgments or decrees which may be entered pursuant thereto. This obligation shall survive the termination of this Agreement.

ARTICLE IX: Independent Instructor's Insurance

Independent Instructor, at its sole cost and expense, shall obtain and keep in force during the Term a policy of commercial general liability insurance.