

INDEPENDENT CONTRACTOR AGREEMENT

This INDEPENDENT CONTRACTOR AGREEMENT (“Agreement”), by and between Geekwise Academy, LLC, a California limited liability company dba Alpha Works (“Alpha Works”), and _____ (“Contractor”), is made and entered into on _____, 2021 (the “Effective Date”).

AGREEMENT

1. Services.

1.1 Scope. Contractor is an entrepreneur who is developing a new venture. Alpha Works is developing a professional training, consulting, and workforce development services for historically underrepresented individuals entering the technology industry (“Apprenticeship Program”). Contractor desires to (i) enroll, attend, and engage in the Apprenticeship Program and (ii) provide additional suggestions, ideas, enhancements, feedback, recommendations, testimonials and other information to improve such program (collectively, the “Services”). Alpha Works hereby engages Contractor to provide and perform the Services.

2. Independent Contractor.

2.1 Status. The parties intend for Contractor to be, and Contractor represents and warrants that it is and shall remain throughout the term of this Agreement, an independent contractor of Alpha Works as defined in California Labor Code § 2775 et seq. Contractor is not, and shall not become during the term of this Agreement, an employee, partner, joint venturer, agent or principal of Alpha Works. This Agreement shall be construed and interpreted for all purposes in the manner necessary to carry out this intent.

2.2 Contractor’s Services. Contractor will perform the Services so as to accomplish the desired objectives of Alpha Works, but Contractor shall be free from the control and direction of Alpha Works in the performance of the Services, both under this Agreement and in the manner and means by which the Services are accomplished. Performance of the Services is usually completed by a specialist without supervision. Contractor represents and warrants, that:

2.2.1 Contractor is customarily engaged in an independently established trade, occupation, or business of the same nature as that involved in its Services;

2.2.2 Contractor has invested in equipment and materials to perform the Services, and is supplying the instruments, tools, and place of work needed to provide the Services to Alpha Works;

2.2.3 Contractor possesses the skillset that is required to perform the Services;

2.2.4 Contractor’s own managerial skills determine profit or loss for its business;

2.2.5 Contractor performs such Services in a relatively short period of time; and

2.2.6 Contractor performs Services that are outside the usual course of Alpha Works's business.

2.3 Non-Exclusive Relationship. Contractor may represent, perform services of the same type as the Services under this Agreement, or any other services, for, and contract with any additional clients, persons or companies.

3. Compensation.

3.1 Fees. Alpha Works agrees to pay Contractor \$_____ bi-monthly upon satisfactory completion of the Services. Contractor shall submit monthly attendance sheets that describe Contractor attendance in the Apprenticeship Program and/or the Services performed under this Agreement.¹ Alpha Works shall make payments in accordance to those monthly attendance sheets in its sole discretion. Contractor agrees that any and all payments made pursuant to this Agreement are the sole and exclusive compensation for the Services and any work performed under this Agreement.

3.2 Not Included.

3.2.1 Expenses. Contractor will be responsible for all expenses incurred in performing the Services under this Agreement. Compensation paid to Contractor is in full consideration of any services performed and any expenses incurred while performing said services.

3.2.2 No Benefits. Contractor agrees neither Contractor, nor any Contractor personnel, shall be entitled to the rights or benefits afforded to the employees of Alpha Works, including but not limited to, disability or unemployment insurance, workers' compensation, medical or life insurance, sick leave, compensation time, overtime, retirement or holiday benefits, vacation time, profit sharing, bonuses, or any other employment benefit.

3.2.3 Taxes. Contractor is solely responsible for, and shall indemnify Alpha Works against, paying when due, any taxes, including estimated taxes, incurred as a result of any compensation paid by Alpha Works to Contractor under this Agreement, any damage, claim, losses, fee, assessment, interest charge or penalty incurred by or charged to Alpha Works as a result of any claim, cause of action or assessment by any government agency for any nonpayment or late payment by Contractor of any tax or contribution based on compensation paid hereunder to Contractor.

4. Term. This Agreement will become effective on the Effective Date, and will continue in effect until the Services have been performed to the satisfaction of Alpha Works, unless terminated earlier as provided in this Agreement.

5. Termination.

5.1 Early Termination. Either party may terminate this Agreement for any reason upon thirty (30) days written notice to the other party.

¹ NTD: To be confirmed this is how compensation will be paid.

5.2 Material Breach. If either party materially breaches the terms of this Agreement, and such breach remains uncured for a period of at least thirty (30) days, then the non-breaching party shall have the right, but not the obligation, to immediately terminate this Agreement, without penalty and without prejudice to any other rights and remedies.

6. Proprietary Rights.

6.1 Alpha Works Intellectual Property. Alpha Works hereby grants to Contractor a right and limited license to use the information disclosed to Contractor hereunder, including, but not limited to, curriculum, presentations, course materials, syllabi, any and all educational materials, and any related intellectual property rights for the sole purpose of providing the Services as set forth in this Agreement (“Alpha Works Intellectual Property”). Any intellectual property that is made, conceived, developed, or conceived and reduced to practice, by either Party solely or jointly with the other Party (regardless of relative input, contribution or involvement) related to the Alpha Works Intellectual Property shall be solely and exclusively owned by Alpha Works.

6.2 Contractor Intellectual Property. Contractor hereby grants to Alpha Works a right and limited license to use any information disclosed to Alpha Works hereunder, including but not limited to, inventions, copyrights, trademarks, processes, software code, copyrighted software and any related intellectual property rights in or related to the Contractor’s business or venture (“Contractor Intellectual Property”). Any intellectual property that is made, conceived, developed, or conceived and reduced to practice, by either Party solely or jointly with the other Party (regardless of relative input, contribution or involvement) related to the Contractor Intellectual Property shall be solely and exclusively owned by Contractor.

6.3 Marketing Materials. For the avoidance of doubt, the obligations defined in this Agreement do not include Alpha Works’s use of Contractor’s company name, logos, trademarks, or service marks in portfolios, advertising and marketing materials, and the like, in print or electronic form, to advertise that Alpha Works has performed services for Contractor or that Contractor was part of the Apprenticeship Program.

7. Confidential Information.

7.1 Definition. “Confidential Information” shall mean any and all knowledge, data or information relating to, created or obtained from, or otherwise proprietary to, Alpha Works, Alpha Works’s agents, affiliates and customers, or the products, services, business or operations of either, that is maintained as confidential. Confidential Information, also includes, but is not limited to, Alpha Works Intellectual Property, customer requirements, customer lists, financial information, marketing information, or information concerning Alpha Works’s employees, products, services, prices, sources, operations and subsidiaries. All Confidential Information shall remain the sole and exclusive property of its rightful owner to the exclusion of Contractor.

7.2 Material Condition. As a material condition for Alpha Works entering this contract, Contractor represents and warrants that it shall keep any and all Confidential Information in strict confidence. Contractor shall only use the Confidential Information for the

limited purpose of providing the Services to Alpha Works under this Agreement. On termination of this Agreement, Contractor will return any Confidential Information in Contractor's possession to Alpha Works. In the event of a disclosure, Contractor will notify Alpha Works immediately and cooperate in discovering the source of the disclosure.

8. Insurance.

8.1 Liability. Contractor shall, at its sole cost and expense, procure and maintain in force adequate workers' compensation, commercial general liability, errors and omissions, and other forms of insurance, in each case with insurers reasonably acceptable to the Company, with policy limits sufficient to protect and indemnify the Company and its affiliates, and each of their officers, directors, agents, employees, subsidiaries, partners, members, controlling persons, and successors and assigns, from any losses resulting from your acts or omissions or the acts or omissions of your agents, contractors, servants, or employees.

9. Miscellaneous.

9.1 Entire Agreement; Amendment. This Agreement supersedes all prior agreements or understandings, written or oral, between the parties, and incorporates the entire understanding of the parties. This Agreement may be amended in writing signed by all parties. If there is a discrepancy between the terms of this Agreement, the terms of this Agreement shall control.

9.2 Severability. If any provision of this Agreement is determined by any court of competent jurisdiction or arbitrator to be invalid, illegal, or unenforceable to any extent, that provision will, if possible, be construed as though more narrowly drawn, if a narrower construction would avoid that invalidity, illegality, or unenforceability or, if that is not possible, the provision will, to the extent of that invalidity, illegality, or unenforceability, be severed, and the remaining provisions of this Agreement will remain in effect.

9.3 Counterparts. This Agreement may be executed in any number of counterparts (including by facsimile, PDF or other electronic means) and each of such counterparts shall for all purposes be deemed an original, and all such counterparts shall together constitute but one and the same instrument.

9.4 Alternative Dispute Resolution. The parties shall submit all disputes, claims, or demands of any kind relating to or arising out of this Agreement ("Controversy") to a three-step dispute resolution process. The three-step process shall (i) begin with informal negotiation in good faith; (ii) be followed, if necessary, by mediation, initiated by written demand of one party served on the other, and if the mediator determines that the controversy cannot be resolved by mediation, then; (iii) the controversy shall be submitted to binding arbitration in accordance with the rules and regulations of the America Arbitration Association, except that the provisions of the California Code of Civil Procedure, Section 1283.05 shall be adopted and used with respect to the conduct of discovery prior to any such arbitration. The arbitration award shall be supported by written conclusions of law and fact. Punitive damages shall not be permitted under any circumstances. Application may be had by any party to any court of general jurisdiction for entry and enforcement of judgment based on the arbitration

award. The foregoing notwithstanding, either party may maintain, for the purpose of obtaining a provisional remedy or provisional relief, any underlying action or claim on which such affirmative relief may be based. The court, pending mediation or arbitration of claims, shall stay the prosecution of such party's underlying claims on which any provisional remedies or relief are based. The prevailing party in the arbitration, as determined by the arbitrator, shall be entitled to recover its attorney's fees and costs in addition to any other relief to which that party may be entitled.

9.5 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to the conflicts of law provisions of the State of California or any other state. The parties agree that any legal proceedings or arbitration arising out of or related to this Agreement shall be brought or take place in the County of Fresno, State of California.

9.6 Successors and Assigns. This Agreement will be binding on and inure to the benefit of the parties and their heirs, personal representatives, and permitted successors and assigns. Contractor shall not be entitled to assign their respective rights or obligations hereunder to any other party without the prior written consent of Alpha Works.

9.7 Further Assurances. The parties to this Agreement will promptly execute and deliver any and all additional documents, instruments, notices, and other assurances, and will do any and all other acts and things reasonably necessary in connection with the performance of their respective obligations under this Agreement and to carry out the intent of the parties. Any notices required or permitted hereunder will be given in writing to the appropriate party at such address as the party will specify.

9.8 Compliance with All Laws. Contractor shall at all times comply with all applicable laws and regulations in the performance of the Services.

9.9 Indemnity. Contractor shall indemnify and hold harmless Alpha Works, its shareholders, members, employees, parent and subsidiary organizations, affiliates, agents, attorneys, customers, heirs, descendants, personal representatives, and its successors from and against any and all liability, loss, damage, or expense, including reasonable legal fees and costs of defense, arising from any third party claim, demand, action, or cause of action asserted against the Alpha Works as a result of Contractor's performance under this Agreement, or any product resulting from this Agreement.

9.10 Survival of Obligations. All representations and warranties made by either party, and all covenants and obligations of any party intended by their nature to survive the termination of this Agreement, shall survive the termination of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the date first written above.

Contractor

Geekwise Academy, LLC dba Alpha Works

By: _____

Its: _____

By: _____

Its: _____