

## INSTRUCTOR SERVICES AGREEMENT

This Instructor Services Agreement comprising this signed document, the Instructor Services Terms attached as ***Schedule 1*** hereto (the “Terms”), and any other schedule attached hereto or incorporated by reference in this document or the Terms (collectively, this “Agreement”) is made and entered into by Maker District, Inc., a not-for-profit corporation established under the laws of the State of Texas, United States of America, with an address at 1251 William D. Tate Avenue, #3667, Grapevine, TX 76099, United States of America (“Maker District”) and the person identified below as “Instructor” (“Instructor”) as of the data identified below as “Effective Date” (the “Effective Date”).

1. Maker District owns and operates a website at the domain makerdistrictdfw.com (the “Website”), on which it provides resources, a virtual marketplace, and services to entrepreneurs and individual or small businesses (“Website Users”), including through virtual audio-visual presentations, classes, and courses with training, instructions, or other educational information on a variety of topics and subject matter, both in real-time (live) or as recordings.
2. Instructor has expertise related to the topics and subject matter identified below as the “Subject” (the “Subject”). Maker District and Instructor enter into this Agreement for Instructor to propose to Maker District instructional classes on the Subject by submitting a proposal identified below as “Program” for each proposed class and, after Maker District’s acceptance of such Program, provide and perform such instructional class in accordance with such Program in a remote live audio-visual presentation on Webex or another platform used by Maker District on the Website (“Class”) to Website Users registering with Maker District for such Class (the “Registered Users”), under the terms and conditions of this Agreement.
3. The information in the Program will be shared with Registered Users or potential Registered Users. In consideration for Instructor’s right to submit Programs, Instructor shall pay a fee identified below as “Subscription Fee” (“Subscription Fee”). In consideration for Instructor’s performing and providing a Class, Instructor shall be entitled to a share of the fees paid by Registered Users to Maker District for such Class as identified below as “Instruction Fee” (“Instruction Fee”).
4. This Agreement commences on the Effective Date and continues until this Agreement terminates in accordance with the Terms (the “Term”).

Instructor:	[NAME OF INSTRUCTOR]
Instructor’s address:	[ADDRESS OF INSTRUCTOR]
Effective Date:	[DATE]
Subject:	[SUBJECT OR FIELD]
Program:	For each proposed class, a written proposal including an outline and information with a clear and concise description of such class, a list of all tools, equipment, and other supplies needed for a Registered User to fully participate in such class, the date and time of such class, the fee that each Registered User shall pay for participation in such class (the “ <u>Participant Fee</u> ”), and any other reasonable requirement for participation therein.
Subscription Fee:	The Subscription Fee is a monthly fee to cover the cost of processing Instructor as a contractor of Maker District in the amount of ten U.S. Dollars (US\$10), which amount may be increased by Maker District in accordance with any increase in any such cost. The Subscription Fee for each full or partial calendar month during the Term is owed or due by Instructor to Maker District on or before the first day of such calendar month.
Instruction Fees:	For each Class performed and provided by Instructor under this Agreement, forty percent (40%) of the Participant Fees collected by Maker District from Registered Users for their participation in such Class only to the extent Maker District actually collects the Participant Fee.

Payment of Instruction Fees:	Within fifteen (15) days after the end of the calendar month in which a Class was performed by Instructor in accordance with this Agreement, Maker District will provide Instructor with a statement of the amount of the Participant Fees collected from Registered Users for such Class and pay Instructor the Instruction Fees applicable thereto by direct deposit to the following bank account: _____ (provided that Instructor is responsible to ensure that payments may be made to such bank account), subject to Maker District's compliance with applicable law related to such payment, or in such other manner as agreed in writing by Maker District and Instructor in the future. Maker District may deduct any costs or fees related to making the payment of Instruction Fees from the amount of Instruction Fees paid or transferred, including any international bank transfer fees. Maker District will make all payments in U.S. Dollar currency. If Instructor's receiving bank account is denominated in a currency other than U.S. Dollar, Instructor is solely responsible and liable for any conversion, conversion rates, and fees related to converting the U.S. Dollar payment into a different currency.
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[Signature page follows.]

Maker District and Instructor agrees to have read and to understand all terms, conditions, and provisions of this Agreement and enter into this Agreement in consideration of the mutual covenants and undertakings set forth herein, the sufficiency is confirmed by them, by signing as follows:

Instructor:

Maker District, Inc.

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Name:

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Name:

Title:

## Schedule 1

### Instructor Services Terms

These Instructor Services Terms (these “Terms”), the signed cover document to which these Terms are attached (the “Cover Document”), and any document incorporated by reference into these Terms or the Cover Document comprise collectively the “Agreement” between Maker District, Inc. (“Maker District”) and the person identified in the Cover Document as “Instructor” (“Instructor”). Each of Maker District and Instructor is referred herein individually as a “Party”, and both of them are referred to herein as the “Parties”. Any capitalized term used in these Terms that is not defined in these Terms and is defined in the Cover Document has the meaning set forth for such term in the Cover Document.

#### 1. Instruction Services

- a. Instructor shall provide and perform each Class in real time (live) virtually and remotely from Instructor’s location in accordance with the terms of the Agreement (the “Instruction Services”). Instructor shall ensure that each Class focuses on and adequately covers the Subject. Instructor shall perform all Instruction Services and each Class personally and may not subcontract any of it to any other person without Maker District’s specific express prior written consent.
- b. Instructor shall:
  - (1) perform and conduct each Class in accordance with the Program accepted by Maker District for such Class, which Program will or may be shared by Maker District with Registered Users and prospective Registered Users of such Class;
  - (2) provide a class experience for each Class to the best of Instructor’s abilities;
  - (3) shall start each Class at the scheduled starting time and end each Class at the scheduled end time, with time being of the essence;
  - (4) provide and perform each Class to cover the Subject on the basis of verified facts, applicable laws and regulations, industry standards, and scientific knowledge and consensus, as applicable for the Subject, provided that Instructor may share reasonable theories founded on or derived from verified facts, applicable laws and regulations, industry standards, scientific knowledge and consensus, rational, and common sense;
  - (5) offer an opportunity for Registered Users of a Class to contact Instructor during such Class, such as through an audio and/or instant messaging connection;
  - (6) offer Registered Users of a Class the opportunity to contact Instructor with questions related to such Class after its conclusion;
  - (7) strive to be a role model to the Registered Users, engage in safe, secure, and respectful use of equipment or space in each Class, always demonstrate proper safety techniques, and always correct Registered Users not engaging in any safe, secure, or respective use of equipment or space or not using proper safety techniques, in such Class; and
  - (8) behave in accordance with Maker District’s Policies and Procedures, which have been provided to Instructor.
- c. Instructor shall not, in or in connection with a Class:
  - (1) reschedule such Class, except in cases of emergency or completely unforeseen circumstances and give Maker District and the Registered Users no less than one week’s advance notice of such rescheduling provided that any rescheduled date shall be agreed by Maker District and Instructor in advance in writing;
  - (2) collect any personally identifiable data of any Registered User during or in connection with any Class;
  - (3) give medical, legal, financial, investment, or other professional advice;
  - (4) engage in any advocacy, or seeking donations or other support, for or against any specific political party, political candidate, religious group, religious faith, race, ethnicity, sexual or gender orientation or identity, or disability;
  - (5) violate, or act with an intent or purpose of, or in any manner, violating any law or any right or property of any person, including the misappropriation of any other person’s intellectual property or other property or the infringement of any other person’s patents, copyrights, trade secrets, or other intellectual property rights or rights of likeness, privacy, or other personality right;
- d. Instructor shall provide and perform each Class through a remote internet connection to the video conference platform used by Maker District on the Website, all as instructed by Maker District. Instructor shall not use any other platform. Instructor shall ensure that it complies with all data and technical security requirements, including log-ins, as directed by Maker District. Instructor must have suitable equipment needed to stream their class including but not limited to, a strong internet connection, computer, microphone, and camera. Instructor must have all equipment needed for class in good working order prior to starting each Class. Instructor must have all necessary supplies and equipment ready for each Class when it starts. Instructor is solely responsible and liable, at Instructor’s sole cost, for all equipment, software, and communication to the Website and compliance with the technical requirements therefor provided by Maker District to Instructor. In no event shall Instructor at any time use or introduce any robot, bot, spider, crawler, spyware, malware, extraction tool, or any other automatic device into the Website or Maker District’s system, interrupt, damage, disable, overburden, or impair the Website, circumvent any log-in and access control, or assist, support, incite or cause any third party in engaging in any of the foregoing.
- e. Instructor is free to provide written materials for Registered Users of each Class, which relate to such Class and otherwise comply with the terms and conditions under the Agreement for such Class (“Program Materials”). In such case, Instructor shall provide a digital copy of the Program Materials reasonably in advance before such Class to Maker District for their distribution or making available by Maker District to such users.
- f. Instructor shall provide Maker District reasonably in advance the name, other information (e.g., biographical information), and a photograph or photographs that Maker District may use in any announcement or other statements related to a Class, all of which shall be true and accurate.
- g. Instructor acknowledges that due to the imperfect nature of the internet, electronic communications, utilities, equipment malfunctions and the like, Maker District shall not be responsible for any lack of connectivity, interruption, slow data speed or connectivity, outages, or other interferences with any Class as a result of technical circumstances or activities of third parties, including any hacking or other unauthorized access or interference.
- h. Instructor agrees and acknowledges that Instructor is responsible for and in control of each Class during the presentation and performance of such Class. Maker District has responsibility for

or control over the performance or provision of any Class. Maker District is not obligated to, but Maker District may, attend or participate in any Class at any time, with or without notice. After each Class, Maker District will or may send a survey or questionnaire to each Registered User of such Class with questions related to such Class, Instructor's performance, and other matters. Maker District may use the information from such questions as it deems appropriate.

## **2. Maker District Responsibilities**

- a. Maker District will provide reasonable advanced notice and advertisement of each Class on the Website. Otherwise, Instructor is solely responsible for any marketing or promoting of each Class. Maker District does not guarantee or promise any, or any size of, attendance of any Class.
- b. Maker District will be responsible for charging and collecting from a Registered User of a Class the Participant Fee for such Class.

## **3. Fees**

- a. Instructor shall pay any subscription and other fee stated in the Cover Document.
- b. In consideration for the performance and provision of the Instruction Services and the agreements, grants, and covenants under the Agreement, Maker District agrees to pay Instructor the Instruction Fees.
- c. Maker District will pay any Instruction Fees owed and due as set forth in the Cover Document.
- d. Instructor shall be solely responsible for any fees, costs, and taxes related to the payment of any Instruction Fees, which Maker District may deduct or withhold from the amount of the Instruction Fees. Instructor agrees to comply with all applicable tax law related to Instructor's receipt of the Instruction Fees.
- e. All rights of set-off are preserved and not excluded.

## **4. Recordings**

- a. Instructor shall retain any ownership in and to the Program and any Program Materials and does not assign or transfer any such ownership to Maker District, subject to Maker District's rights under the Agreement.
- b. Instructor grants Maker District the right and license to offer, distribute, make available, perform, and display each Class on the Website to Registered Users, including the Program for such Class or information from such Program, and to reproduce, distribute, and make available any Program and any Program Materials to Registered Users.
- c. Instructor hereby grants Maker District the permission to capture, record, or otherwise create a recording or copy of each Class (the "Recording"). Maker District shall solely own the copyrights in the Recording, whether or not Instructor also creates a recording of each Class. For the avoidance of doubt, Maker District shall have the unlimited right to use, reproduce, copy, edit, create derivative works from, distribute, perform, display, utilize, commercialize, and exploit in any way the Recording and any Program Materials related thereto, or any part thereof, including to offer and perform, or make available as on-demand performance, to any user and to use in any promotional material, the Recording, such Program Materials, or any part thereof. Instructor hereby grants Maker District a non-exclusive, irrevocable, perpetual, non-terminable, worldwide right and license to use, utilize, copy, reproduce, distribute, display, perform, and create derivative works from any technology, information, and material included, used, or disclosed in any Class, any Program Materials related thereto, and part thereof in connection with the Recording and any use and other activities related to the Recording, free of any royalty, fee, or other payment. Instructor hereby grants Maker District the permission and right to use and utilize Instructor's name, other information, and photographs provided by Instructor or publicly available, and Instructor's likeness, voice, sound, and other aspects of Instructor's personality in or derived from the Recording or related Program Materials in connection with any use, commercialization, and other

activities of Maker District related to the Recording. The rights and licenses under this Section 4.c are fully or partially assignable, transferable, and sublicensable in connection with the transfer, assignment, or license of any right in the Recording or part thereof.

## **5. Representations and Warranties; Liability**

- a. Each Party represents and warrants that it has the full right and authority to enter into the Agreement, make all assignments, grant all rights, and perform all of obligations as set forth in the Agreement for such Party, and that it is not a party to any other agreement or has any other obligation or duty that will or may conflict with the Agreement or be breached by such Party's entering into or performing under the Agreement.
- b. In addition, Instructor represents and warrants specifically that Instructor is not prohibited from entering into the Agreement or providing or performing, and has the full right to provide and perform, the Instruction Services or any Class under any employment, service, or other agreement, that Instructor is not the subject or target of sanctions under any U.S., U.K., or other law, or by the European Union or the United Nations Security Council (including by being listed on any U.S. or non-U.S. sanctions- or export-related restricted party list, or being located in a country that is the subject of any such sanctions), that Instructor has obtained any and all consents, permits, and licenses necessary for Instructor to provide and perform the Instruction Services and each Class under applicable law and any agreement or duty of Instructor, and that Instructor will provide and perform all Instruction Services and each Class in a professional, diligent, workmanlike manner in accordance with the Agreement and in compliance with all applicable law.
- c. Instructor shall indemnify, defend, and hold harmless Maker District and its affiliates, officers, employees, agents, and contractors from any claims, actions, suits, investigations, proceedings, judgments, and orders, and any damages, liabilities, losses, penalties, fines, costs, and expenses (including reasonable attorneys' fees), arising from or in connection with any Instruction Services, each Class, any Program Material, any breach by Instructor any terms, conditions, or provisions of the Agreement, any negligence (including to the extent of any contributor or comparative negligence), willful misconduct, or violation of applicable law by Instructor.
- d. OTHER THAN AS SET FORTH IN SECTION 5.a, MAKER DISTRICT DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY AND ALL WARRANTIES AND REPRESENTATIONS REGARDING THE INSTRUCTION SERVICES, THE WEBSITE, ANY ATTENDANCE OF THE PROGRAM OR ANY SESSION THEREOF, ANY NUMBER OR QUANTITY OF REGISTERED USERS, ANY USER FEES, ANY AMOUNT OF INSTRUCTION FEES, OR ANY OTHER MATTER RELATED TO THE AGREEMENT.
- e. NEITHER PARTY IS AND WILL NOT BE LIABLE, AND DISCLAIMS ANY AND ALL LIABILITY, TO THE OTHER PARTY FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, LIQUIDATED, PUNITIVE, OR SPECIAL DAMAGES ARISING FROM OR RELATED TO THE AGREEMENT, AND EACH PARTY'S LIABILITY FOR DIRECT DAMAGES SHALL BE LIMITED IN THE AGGREGATE TO THE AMOUNT OF INSTRUCTION FEES PAID BY MAKER DISTRICT TO INSTRUCTOR, PROVIDED THAT NOTHING HEREIN SHALL EXCLUDE OR LIMIT ANY OBLIGATION OR LIABILITY OF INSTRUCTOR UNDER, OR FOR ANY BREACH OF, SECTION 5.c.

## **6. Expiration and Termination**

- a. The Agreement shall automatically expire, without need for any notice, upon the end of the Term (as defined in the Cover Document).
- b. Maker District may terminate the Agreement by written notice of termination effective immediately in the event of:

- (1) a failure by Instructor to perform or provide, or cancellation of, three (3) or more Classes
  - (2) any Force Majeure under Section 7.c preventing, or materially interfering with, the performance of any Class for a period or more than sixty (60) days, or
  - (3) any breach by Instructor of any term, condition, or provision of the Agreement, or
  - (4) any arrest or conviction of Instructor for any felony or any misdemeanor of moral turpitude, or
  - (5) any credible factual circumstances indicating a violation of any provision in Section 1.c by Instructor.
- c. Upon the termination or expiration of the Agreement, Instructor shall not provide, offer, advertise, or allege to provide any program, class, or presentation in connection with Maker District or the Website, or connect to or use the Website, except under and pursuant to a new written agreement between Maker District and Instructor.
  - d. The termination or expiration of the Agreement shall not affect any right of Instructor to any Instruction Fees that are then owed and due but unpaid by Maker District in accordance with the Agreement, provided that, for the avoidance of doubt, Instructor is not entitled to any Instruction Fees for the Class that Instructor has not performed and provided before the expiration or termination of the Agreement in accordance with the Agreement.
  - e. The terms, conditions, and provisions in Sections 4, 5, 6.c, 6.d, and 7, and this Section 6.e, shall survive and continue in effect after the expiration or termination of the Agreement.

## 7. Miscellaneous

- a. The Agreement does not constitute, and shall not be construed as constituting, a partnership or joint venture between the Parties, and neither Party shall have any right to obligate or bind the other Party in any manner whatsoever. Instructor is not, shall not be deemed to be, and shall not hold itself out as or give the impression that Instructor, is an agent or representative of Maker District. No agreement or other action of Instructor shall be binding on, or shall have a legally binding effect on, Maker District.
- b. Nothing in the Agreement shall give or is intended to give any rights of any kind to any third persons. No third party is or shall be deemed or held to be a third party beneficiary under the Agreement.
- c. A Party shall not be liable for any failure or delay in the performance of any of such Party's obligations under the Agreement to the extent such failure or delay is caused by any cause, event, or condition arising or resulting from any act of war, terrorism, civil riot or rebellion, law, seizure or order or requirement of any governmental or quasi-governmental authority, pandemic (including COVID-19 or any other virus), epidemic, quarantine, embargo, or other similar action of a governmental or quasi-governmental authority, extraordinary element of nature or act of God, fire, flood, or storm, strike, lockout or other labor trouble, delays or shortages of supplies of any kind, or any other force majeure, or any other event or condition outside such Party's reasonable control ("Force Majeure"). Such Party shall notify the other Party without undue delay of any Force Majeure and once the Force Majeure is over or no longer prevents or materially interferes with the performance of such Party's obligations under the Agreement.
- d. Instructor may not transfer the Agreement or any part hereof, or assign any right under the Agreement, or delegate any obligation under the Agreement (including by subcontract), without the express prior written consent of Maker District, which shall be in Maker District's sole and absolute discretion. Any attempted assignment or delegation in contravention of the foregoing shall be null and void. Maker District may transfer or assign the Agreement or any part hereof at any time with or without consent of Instructor. The Agreement shall be binding upon and inure to the benefit of the permitted successors and assigns of the Parties.
- e. "Section" refers to any of the numbered sections and subsections of these Terms. Where the Agreement states that a Party "shall" or

- "will" perform in some manner or otherwise act or omit to act, it means that such Party is legally obligated to do so in accordance with the Agreement. The terms "include" or "including" used in the Agreement shall be read as being non-limiting and being followed by the words "without limitation" or "but not limited to". The provisions of the Agreement shall not be interpreted against the drafter, and for purposes of any interpretation, both Parties shall be deemed to be drafters of the Agreement. All Section headings are intended solely for the convenience of the parties, and none will be deemed to affect the meaning or construction of any provision hereof. Words of any gender used in the Agreement are intended to include any other gender, and words in the singular number include the plural, and vice versa, unless the context clearly indicates otherwise.
- f. The Agreement constitutes the entire understanding and agreement between the Parties related to the subject matter of the Agreement and replaces all prior and contemporaneous agreements and understandings. Neither the Agreement nor any term or provision of the Agreement may be waived, changed, discharged or terminated except by an instrument in writing signed by the Party against whom the enforcement of any waiver, change, discharge or termination is sought. No modification, amendment, supplement to or waiver of any provision of the Agreement will be binding upon the Parties unless made in a writing signed by Maker District through its authorized representative and by Instructor. A failure of either Party to exercise any right provided for herein shall not be deemed to be a waiver of any right hereunder.
  - g. The Agreement, the interpretation and construction of the Agreement, and the validity and enforceability of and performance under the Agreement, and any dispute, and the resolution of any dispute, under the Agreement, shall be governed by law of the State of Texas, without regard to any conflicts of laws provisions thereof that would result in the application of the law of any other jurisdiction.
  - h. If Instructor's address on the Cover Document is in the United States of America, all disputes under the Agreement shall be resolved by legal action in the Texas state or U.S. federal courts sitting in Dallas County, Texas, and each Party hereby submits to, and waives any objection to, personal jurisdiction of such courts over such Party. If Instructor's address on the Cover Document is outside the United States of America, all disputes under the Agreement shall be resolved by arbitration by the International Centre for Dispute Resolution of the American Arbitration Association in accordance with its rules (provided that, in the event of a conflict with such rules and any term, condition, or provision of the Agreement, the term, condition, or provision of the Agreement shall prevail and control) by a single arbitrator appointed in accordance with such rules. The arbitration shall be conducted in Dallas, Texas, United States of America, in English, and all documents and agreements shall be read, interpreted and construed from the English versions thereof. The arbitrator shall apply the law chosen as the governing law in Section 7.g. The award of the arbitrator shall be final and binding against the Parties and the sole and exclusive remedy between them regarding all claims, disputes and controversies presented or plead to the arbitrator. Each Party shall be responsible for payment of its own attorneys' fees and costs in connection with such arbitration, provided that any costs, fees or taxes incident to enforcing an award shall be charged against the Party resisting such enforcement to the maximum extent permitted by applicable law.
  - i. If any provision of the Agreement is held to be invalid or unenforceable, the meaning of said provision will be construed, to the extent feasible, so as to render the provision enforceable, and if no feasible interpretation shall save such provision, it will be severed from the remainder of the Agreement, as appropriate. The remainder of the Agreement shall remain in full force and effect unless the severed provision is essential and material to the rights or benefits received by either Party. In such event, the Parties will use their best efforts to negotiate, in good faith, a substitute, valid

and enforceable provision or agreement, which most nearly effects the Parties' intent in entering into the Agreement, as appropriate.

- j. All notices and demands shall be in writing and given to a Party at such Party's address identified in the Cover Document or to a different address as notified to the Party sending such notice or demand by the other Party in a written notice hereunder at last thirty (30) days before such notice or demand. A notice to a Party shall be deemed given when delivered personally to such Party at, or sent to such Party by reputable express courier service (charges prepaid) or mailed to such Party by certified or registered mail, return receipt requested and postage prepaid, to, such address and contact person or such Party.

- k. The Agreement may be executed and acknowledged in multiple counterparts, each of which shall be an original, but all of which shall be and constitute one instrument. The exchange of copies of the Agreement or amendments hereto and of signature pages by facsimile transmission or by email transmission in portable digital format (PDF), or similar format, shall constitute effective execution and delivery of such instrument(s) as to the Parties and may be used in lieu of the original Agreement or amendment hereto for all purposes. Signatures of the Parties transmitted by facsimile or by email transmission in portable digital format (PDF), or similar format, shall be deemed to be their original signatures for all purposes.

