

Independent Contractor Agreement

This Agreement is made between Dream Scouting Network ("Client") with a principal place of business at PO Box 292, Elk Mills, MD 21920 and _____ ("Contractor"). This agreement is for 365 days after the signing date.

1. Services to Be Performed Contractor agrees to perform the following services:

- Identify as many quality prospects as possible in your territory.
- Evaluate those prospects in person or via video.
- Set appointments to meet with those athletes and families to interview them in their homes or in the community.
- Educate the family about the recruiting process and explain in great detail, the Dream Scouting Network mission and values.
- Work with family through completion of registration and final payment.

2. Payment In consideration for the services to be performed by Contractor, Client agrees to pay Contractor at the following rate: **65%** commission on all direct signings. Client agrees to pay Contractor 15% commission on all signings from RSD's under contractor's umbrella. As VP of Operations, Contractor can hold up to 3 showcase events in Contractor's primary sport only. Contractor shall receive 55% of net revenue of each event

The contractor shall be paid two days after each event. The Contractor shall be paid two days after student-athlete/family register for DSN packages and makes payment. The amount paid will be a percentage of the Contractor's student-athlete's one-time full payment or a percentage of the Contractor's student-athlete's smaller recurring monthly payments to the Dream Scouting Network. The Contractor shall be paid for duration of the payment arrangement between the student-athlete and the Dream Scouting Network, even if either party chooses to terminate the Independent Contractor Agreement before the annual date. If a student-athlete's monthly invoice is declined, a new invoice shall be sent by the Dream Scouting Network to the student-athlete to collect payment through an alternate payment source. The Contractor shall be paid after payment is received.

3. Expenses Contractor shall be responsible for all expenses incurred while performing services under this Agreement. This includes automobile, truck, and other travel expenses; vehicle maintenance and repair costs; vehicle and other license fees and permits; insurance premiums; road, fuel, and other taxes; fines; radio, pager, or cell phone expenses; meals; and all salary, expenses, and other compensation paid to employees or contract personnel the Contractor hires to complete the work under this Agreement.

4. There are no refunds once signing this agreement. The Dream Scouting Network has begun work on personal webpage, coaching calls, contacting sponsors and more.

5. Independent Contractor Status Contractor is an independent contractor and shall not be deemed, Client's employees. In its capacity as an independent contractor, Contractor agrees and represents, and Client agrees, as follows: Contractor shall select the routes taken, starting and quitting times, days of work, and order the work is performed. The services required by this Agreement shall be performed by Contractor. Contractor shall not be required by Client to devote full time to the performance of the services required by this Agreement.

6. Business Licenses, Permits, and Certificates Contractor represents and warrants that Contractor will comply with all federal, state, and local laws requiring drivers and other licenses, business permits, and certificates required to carry out the services to be performed under this Agreement.

7. State and Federal Taxes

Client will not: withhold FICA (Social Security and Medicare taxes) from Contractor's payments or make FICA payments on Contractor's behalf. Make state or federal unemployment compensation contributions on Contractor's behalf, or withhold state or federal income tax from Contractor's payments. Contractor shall pay all taxes incurred while

performing services under this Agreement— including all applicable income taxes and, if Contractor is not a corporation, self-employment (Social Security) taxes. Upon demand, Contractor shall provide Client with proof that such payments have been made.

8. Fringe Benefits Contractor understands that Contractor is not eligible to participate in any employee pension, health, vacation pay, sick pay, or other fringe benefit plan of Client.

9. Unemployment Compensation Client shall make no state or federal unemployment compensation payments on behalf of Contractor. Contractor will not be entitled to these benefits in connection with work performed under this Agreement.

10. Workers' Compensation Client shall not obtain workers' compensation insurance on behalf of Contractor.

11. Insurance Client shall not provide insurance coverage of any kind for Contractor.

12. Indemnification Contractor shall indemnify and hold Client harmless from any loss or liability arising from performing services under this Agreement.

13. Term of Agreement This agreement will become effective when signed by both parties and will terminate in 365 days from date signed.

14. Terminating the Agreement With reasonable cause, either Client or Contractor may terminate this Agreement, effective immediately upon giving written notice. Reasonable cause includes: a material violation of this Agreement, or any act exposing the other party to liability to others for personal injury or property damage.

Either party may terminate this Agreement at any time by giving 14 days' written notice to the other party of the intent to terminate.

15. Exclusive Agreement This is the entire Agreement between Contractor and Client.

16. Modifying the Agreement This Agreement may be modified only by a writing signed by both parties.

17. Resolving Disputes If a dispute arises under this Agreement, any party may take the matter to Maryland state court, jurisdiction of the county of Cecil.

18. Confidentiality Contractor acknowledges that it will be necessary for Client to disclose certain confidential and proprietary information to Contractor in order for Contractor to perform duties under this Agreement. Contractor acknowledges that disclosure to a third party or misuse of this proprietary or confidential information would irreparably harm Client. Accordingly, Contractor will not disclose or use, either during or after the term of this Agreement, any proprietary or confidential information of Client without Client's prior written permission except to the extent necessary to perform services on Client's behalf. Proprietary or confidential information includes: the written, printed, graphic, or electronically recorded materials furnished by Client for Contractor to use any written or tangible information stamped "confidential," "proprietary," or with a similar legend, or any information that Client makes reasonable efforts to maintain the secrecy of business or marketing plans or strategies, customer lists, operating procedures, trade secrets, design formulas, know-how and processes, computer programs and inventories, discoveries, and improvements of any kind, sales projections, and pricing information belonging to customers and suppliers of Client about whom Contractor gained knowledge as a result of Contractor's services to Client Upon termination of Contractor's services to Client, or at Client's request, Contractor shall deliver to Client all materials in Contractor's possession relating to Client's business. Contractor acknowledges that any breach or threatened breach of Clause 18 of this Agreement will result in irreparable harm to Client for which damages would be an inadequate remedy. Therefore, Client shall be entitled to equitable relief, including an injunction, in the event of such breach or threatened breach of Clause 18 of this Agreement. Such equitable relief shall be in addition to Client's rights and remedies otherwise available at law.

19. Proprietary Information.

A. The product of all work performed under this Agreement (“Work Product”), including without limitation all notes, reports, documentation, drawings, computer programs, inventions, creations, works, devices, models, work-in-progress and deliverables will be the sole property of the Client, and Contractor hereby assigns to the Client all right, title and interest therein, including but not limited to all audiovisual, literary, moral rights and other copyrights, patent rights, trade secret rights and other proprietary rights therein. Contractor retains no right to use the Work Product and agree not to challenge the validity of the Client’s ownership in the Work Product.

B. Contractor hereby assigns to the Client all right, title, and interest in any and all photographic images and videos or audio recordings made by the Client during Contractor’s work for them, including, but not limited to, any royalties, proceeds, or other benefits derived from such photographs or recordings.

C. The Client will be entitled to use Contractor’s name and/or likeness use in advertising and other materials.

20. No Partnership This Agreement does not create a partnership relationship. Contractor does not have authority to enter into contracts on Client's behalf.

21. Assignment and Delegation Contractor may not assign or subcontract any rights or delegate any of its duties under this Agreement without Client's prior written approval.

22. Applicable Law This Agreement will be governed by Maryland law, without giving effect to conflict of laws principles.

23. Non-Compete Throughout the duration of this agreement, the Contractor shall not, in any manner, represent, provide services or engage in any aspects of business that would be deemed similar in nature to the business of the Dream Scouting Network without written consent from the President of the Dream Scouting Network, Shannon Riley. The Contractor warrants and guarantees that throughout the duration of this agreement and for a period not to exceed 365 days following the culmination, completion or termination of this agreement, the Contractor shall not directly or indirectly engage in any business that would be considered similar in nature to the business of the Dream Scouting Network, its subsidiaries, and any current or former clients and/or customers. Nor shall the Contractor solicit any client, customer, officer, staff or employee for the benefit of the Contractor or a third party that is or may be deemed similar to the Dream Scouting Network.

Signatures Client/Owner:

_____ Printed Name
_____ Signature
_____ Date

Contractor:

_____ Printed Name
_____ Signature
_____ Date
_____ Taxpayer ID Number (Last 4 of Social Security #)