



Signing Time Academy INSTRUCTOR AGREEMENT

This Instructor Agreement (this “**Agreement**”), is entered into by and between Two Little Hands Productions, LLC, a Utah limited liability company (the “**Company**”), and the individual whose signature appears below (the “**Instructor**”), to be effective on the date signed below.

- 1. Permission to Become a Certified Instructor.** Subject to the terms and conditions in this agreement, the Company will grant permission to the Instructor to become a Certified Signing Time Academy Instructor, to the level and extent set forth in the Instructor Manual (the “**Manual**”).
- 2. Obligations; Requirements of the Manual.** The Instructor agrees to act in accordance with all of the terms, requirements, conditions, responsibilities, policies and procedures set forth in the Manual. The Company reserves the right to update the Manual as needed and will post all updates to the Instructor Lounge at www.signingtimeacademy.com, and will notify the Instructor Community of those updates. The Instructor's continuance in the Signing Time Academy constitutes compliance with and agreement to abide by all updates to the Manual. In exchange for the Instructor's complicity with the Manual and its various provisions, the Instructor shall have the rights set forth in Paragraph 1 above until this Agreement is terminated in accordance with the terms and conditions below.
- 3. Termination of this Agreement by the Instructor.** The Instructor may terminate this Agreement at any time by providing written notice to the Company.
- 4. Termination of this Agreement by the Company.** If the Company determines that the Instructor has not fulfilled or abided by the terms, requirements, conditions, responsibilities, policies and procedures as outlined in the Manual, and/or this Agreement, or has committed acts harmful to the Company, as determined in the complete discretion of the Company, the Company may terminate this Agreement immediately upon any manner or method of notice, and upon such termination, all rights of the Instructor shall be immediately revoked. Failure to pay annual licensing/membership fee (either in full annually or billed monthly) will also result in termination of this agreement.
- 5. Non-Compete; Non-Disclosure.** The Instructor acknowledges that the Materials (including but not limited to the Manual, Curriculums, Presentations, and Workshops) are proprietary and copyrighted and are not to be copied, published, or distributed publicly. The Instructor agrees to use the Materials, or any portion thereof, only for the purpose of teaching classes as a Certified Instructor. The Instructor agrees not to use the Materials, or portions of the



Materials, to support or promote a competing company, product, or methodology. The Instructor also agrees that it shall not be an employee/owner/partner, or immediate family member of an employee/owner/partner, of any entity that is competing against the Company.

6. Monthly/Annual Fees; Start-Up Kit. There are different levels of teaching certifications that are described in the Manual. All such certification levels require their own distinct, initial fee amounts and payments. Therefore, in accordance with the Manual, the Instructor shall remit the applicable amounts to the Company at the time of application (depending on the level of certification), and shall make the monthly or annual licensing/membership fee payments. Upon receipt of the initial payment, the Company shall send the Manual and the applicable materials (Start-Up Kit) to the Instructor.

7. Representations of the Instructor. The Instructor hereby represents and warrants to the Company that it:

- a. has never been implicated or charged with any crime against a child of any age and that if such is the case, the Instructor shall be immediately terminated, whether such conduct allegedly occurred prior to or subsequent to the execution hereof;
- b. shall comply with all terms, requirements, conditions, responsibilities, policies and procedures set forth herein and in the Manual;
- c. shall not disparage Two Little Hands Productions and related entities, their officers, directors, agents or products; and shall always conduct itself in a manner that is professional and in accordance with the standards set forth in the Manual;
- d. shall be responsible for its own business, sales taxes and compliance with any federal, state, or local laws;
- e. shall provide excellent customer service to its clients and act in good faith to meet their needs and resolve any concerns or issues that may arise regarding the Company's programs and products;
- f. acknowledges and declares that all trademarks/logos, and Materials are owned solely by the Company, and that the Instructor shall not make any claim of ownership or interest regarding such assets of the Company.

8. Purchase of Products. The Company grants to the Instructor certain rights to purchase select products from the company at a discount, according to the terms and conditions in the Manual, and then resell the products to third parties for a profit.

9. Commissions. In addition to Paragraph 8 above, the Instructor may also earn a commission from purchases of the Company's products made directly by the Instructor's clients through the Instructor's individual Academy website [www.signingtimeacademy.com/\(instructorname\)](http://www.signingtimeacademy.com/(instructorname)).



Upon the occurrence of any such sales, the Instructor shall receive a commission as outlined in the Manual.

10. Logo Usage. The Company has registered various logos/trademarks with the United States Patent Trade Office. The Company shall provide the Instructor access to the Company approved logos to be used only in conjunction with the marketing of Signing Time Academy classes, programs, and Signing Time products. The Instructor is prohibited from using the approved logos (i) in an altered form, (ii) in the promotion of anything other than Signing Time Academy classes, programs and products, (iii) in any way that misrepresents the Instructor’s status as an independent contractor, or (iv) in violation of the logo usage guidelines as set forth in the Manual.

11. Prohibitions. The Instructor shall not (i) sell the Company’s products via any website except [www.signingtimeacademy.com/\(instructorname\)](http://www.signingtimeacademy.com/(instructorname)), or (ii) register or use a business name, email address, or website with any of the following phrases, or any variation thereof: (a) “two little hands;” (b) “signing time.”

12. Relationship with the Company. The Instructor is an independent contractor. Nothing in this Agreement shall be construed to mean that the Instructor has (i) an employment relationship, (ii) joint venture, or (iii) any kind of legal partnership with the Company.

13. Hold Harmless. The Instructor agrees to indemnify and hold the Company harmless for any legal actions brought against the Instructor for any behavior on the part of the Instructor.

14. Entire Agreement. This Agreement and the Manual referred to herein constitute the entire agreement between the Company and the Instructor, and no party shall be liable or bound to the other party in any manner by any warranties, or representations, except as specifically set forth in this Agreement.

15. Governing Law. This Agreement shall be governed by and construed under the laws of the State of Utah.

16. Binding Mediation. If any dispute arises hereunder, the parties shall submit such dispute to binding mediation in accordance with the rules and regulations of a national mediation association, as determined in the complete discretion of the Company.

17. Severability. If one or more provisions of this Agreement are held to be unenforceable by law, those provisions shall be excluded from this Agreement and the balance of the Agreement shall be interpreted as if such provisions were so excluded and shall be enforceable in accordance with its terms.



18. Execution of this Document. This Agreement may be signed and transmitted electronically or by mail.

I HAVE READ AND UNDERSTOOD THIS AGREEMENT. I AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT.

COMPANY:

By: _____

Name:

Title:

Date:

INSTRUCTOR:

By: _____

Name:

Date: