

INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contractor Agreement ("Agreement") is between McElroy Tutoring Inc. ("Company"), and

_____ ,
name

_____ ("Contractor").
address

In consideration of the mutual agreements and covenants herein contained, the parties hereto agree as follows:

1. ACCURACY OF BIOGRAPHICAL INFORMATION: Contractor warrants that all resumes, references, and other biographical information provided to the Company are wholly accurate and complete, and understands that the inclusion of any false, incomplete, or misleading information in these documents is grounds for Company immediately ending this Agreement, without any liability on the Company. Contractor also allows Company to conduct a background investigation of Contractor at any time and for any reason.

2. INDEPENDENT CONTRACTOR: The Company will utilize the Contractor, as needed by the Company, for the following purposes: Private academic tutoring/consulting of Company clients. Contractor agrees not to accept or solicit (directly or indirectly) business from any past, present or future company client or member of client's family, and agrees not to use in any way the Company's present or future name, mark, website (currently "www.mcelroytutoring.com") or other identifying information for any purposes whatsoever (except on behalf of the Company), including but not limited to any sort of self-promotion or business not directly associated with the Company's business. Contractor may however work for other tutoring companies, or tutor for private clients, so long as these clients have zero association with McElroy Tutoring.

3. INDEPENDENT CONTRACTOR (part II): This Agreement shall not render the Contractor an agent, employee, partner, or joint venturer with the Company for any purpose. The Contractor is and will remain an independent contractor for all purposes in his or her relationship to the Company. The Company shall not be responsible for withholding any taxes with respect to the Contractor's compensation hereunder. The Contractor shall have no claim against the Company hereunder or otherwise for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind. Shares of company stock may be offered to Contractor upon satisfactory approval of Contractor's performance, but any such transaction must first be agreed upon in writing by both parties.

4. ASSIGNMENT: The Contractor is free to assign any of his or her rights under this Agreement, or delegate the performance of any of his or her duties hereunder, so long as the performance is deemed to be ethical and effective by Company. Any assistants hired by the Contractor shall be paid solely by the Contractor and any profit made on these arrangements shall be the sole property of the Contractor. All assistants must however undergo a background

investigation before being hired by the Contractor, and the results of this background investigation must be submitted to the Company in writing.

5. WARRANTIES: Contractor warrants that the Contractor's agreement to perform the Work pursuant to this Agreement does not violate any agreement or obligation between Contractor and third party; and that the Work as delivered to the Company will not infringe any copyright, patent, trade secret, or other proprietary right held by any third party; and that the services provided by Contractor shall be performed in a professional manner, and shall be of a high grade, nature, and quality. All services shall be performed in a timely manner and shall meet deadlines agreed between Contractor and the Company.

6. INDEMNITY: Contractor agrees to indemnify, defend, and hold the Company and its successors, officers, directors, Contractors and employees harmless from any and all actions, causes of action, claims, demands, cost, liabilities, expenses and damages (including attorneys' fees) of third parties.

7. INCOME TAX DESIGNATION: In the event that the Internal Revenue Service or the State of California should determine that the Contractor is, according to I.R.S. or California guidelines, an employee subject to withholding and social security contributions, the Contractor shall acknowledge, as the Contractor acknowledges herein, that all payments to the Contractor are gross payments, and the Contractor is solely responsible for all income taxes and social security payments thereon.

8. DUTIES: The following duties shall be required of Contractor:

- To check his/her Gmail account on a regular basis, making sure to update his/her Google Calendar and Timesheet (using Google Documents) in a timely manner.
- To travel to/from the tutoring location, arriving on time and fully prepared for each lesson.
- To closely monitor student improvement and provide quality, ethical instruction to students at all times.
- To stay in touch with our Office Staff, making sure to return any phone or email messages promptly.
- To continually update his/her profile on Company website, and contribute to Company's database of shared tutoring information whenever possible.
- To pay his/her monthly membership dues on a timely basis via PayPal.

9. PAYMENT: Contractor compensation is between 22.50 and 150 dollars per hour (please see our Tutor Pay Chart for more detailed information). Starting rates for Contractors depend on several factors, including experience level, student score improvements and client satisfaction ratings. Under Independent Contractor guidelines, no employment taxes will be withheld. The Company shall review the Contractor's performance at regular intervals during the term of this Agreement to determine any necessary adjustment to compensation. Contractor reserves the right to request a raise at any time. However, Company reserves the right to deny payment for faulty or incomplete work done by Contractor.

10. EXPENSES: We will reimburse clients for any materials bought for the student's use. Contractor will not be reimbursed for any materials purchased for their own use. The Company shall not be obligated to reimburse the Contractor for any additional expenses incurred in the performance of services pursuant to this Agreement unless agreed in writing by the Company in advance. However, Contractors are encouraged to keep close track of any businesses-related expenses (such as books, car mileage or gas costs) for tax write-off purposes.

11. TERM: Unless renewed in writing by Company, and unless terminated earlier by the company (see paragraph 12), this Agreement expires at midnight on **June 15th, 2011**, except that paragraph 14 shall survive the termination of this agreement. No assumption or guarantee should be made of future employment past this date.

12. TERMINATION: The Company may terminate the use of Contractor's services if his/her performance of official work duties is deemed to be ineffective, inappropriate or insufficient. The Contractor may also terminate working for the Company for any reason having supplied two weeks notice.

13. CONFIDENTIALITY AND OWNERSHIP

Contractor recognizes and acknowledges that the Company possesses certain confidential information that constitutes a valuable, special, and unique asset. As used herein, the term "confidential information" includes all information and materials belonging to, used by, or in the possession of the Company relating to its products, processes, services, technology, inventions, patents, ideas, contracts, financial information, developments, business strategies, pricing, lists of current and prospective customers, marketing plans, and trade secrets of every kind and character. Contractor agrees that all of the confidential information is and shall continue to be the exclusive property of the Company, excepting materials prepared in whole by Contractor and whether or not disclosed to or entrusted to Contractor's custody. Contractor agrees that Contractor shall not, at any time following the execution of this Agreement, use or disclose in any manner any confidential information of the Company.

To the extent any inventions, technologies, reports, memoranda, studies, writings, articles, plans, designs, specifications, exhibits, software code, or other materials prepared by Contractor in the performance of services under this Agreement include material subject to copyright protection, such materials have been specially commissioned by the Company. To the extent they include material subject to copyright, patent, trade secret, or other proprietary rights protection, Contractor hereby irrevocably and exclusively assigns to the Company, its successors, and assigns, all right, title, and interest in and to all such materials. To the extent any of Contractor's rights in the same are not subject to assignment hereunder, Contractor hereby irrevocably and unconditionally waives all enforcement of such rights. Contractor shall execute and deliver such instruments and take such other actions as may be required to carry out and confirm the assignments contemplated by this paragraph and the remainder of this Agreement. All documents, magnetically or optically encoded media, and other tangible materials created in whole by Contractor as part of its services under this Agreement shall be owned jointly by both the Company and the Contractor.

Upon termination of Contractor's services under this agreement, and for a period of two (2) years thereafter, Contractor will not in any way, directly or indirectly, on Contractor's own behalf or on behalf of or in conjunction with any person, partnership, firm, or corporation solicit, entice, hire, employ, or endeavor to employ any of the Company's employees.

Contractor, further for a period of two (2) years following the termination of Contractor's services under this Agreement, will not divulge to others or use for Contractor's own benefit any confidential information obtained during Contractor's engagement relating to the Company's business and operations or its affiliates involving strategy, customer lists, lists of prospective customers, employee lists, number and location of representatives, new and existing programs and services, prices and terms, and any other proprietary information as may exist or be developed from time to time.

14. MODIFICATION: This Agreement may not be modified except by amendment reduced to writing and signed by both Company and Contractor. No waiver of this Agreement shall be construed as a continuing waiver or consent to any subsequent breach thereof.

15. ENTIRE AGREEMENT: This Agreement sets forth the entire agreement and understanding between the parties relating to the subject matter herein and supersedes all prior discussions between the parties. No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, will be effective unless in writing signed by the party to be charged. Any subsequent change or changes in the Contractor's duties will not affect the validity or scope of this Agreement.

16. DISPUTES: In the event of a dispute of any kind arising out of or related to this agreement, or the relationship between the parties, hereto, the parties agree that they will first attempt to resolve the dispute through the nonbinding mediation program of the American Arbitration Association. In the event the dispute is not resolved through mediation, then the parties agree that the dispute will be submitted to binding arbitration with the American Arbitration Association, utilizing the expedited arbitration rules. In no event shall either party bring suit in court arising out of any such dispute. The mediation and arbitration shall be held in San Diego, California unless otherwise mutually agreed. Each party to bear its own cost and attorney's fees in both the mediation and the arbitration. The decision of the arbitrator will be final and binding and enforceable if necessary in any court in San Diego County, California.

17. SEVERABILITY: If one or more of the provisions in this Agreement are deemed void by law, then the remaining provisions will continue in full force and effect.

18. HEADINGS: Section headings are not to be considered a part of this Agreement and are not intended to be a full and accurate description of the contents hereof.

19. ADDITIONAL ACKNOWLEDGMENTS: Both parties acknowledge and agree that: (a) the parties are executing this Agreement voluntarily and without any duress or undue influence; (b) the parties have carefully read this Agreement and have asked any questions needed to understand the terms, consequences, and binding effect of this Agreement and fully understand

them; and (c) the parties have sought the advice of an attorney of their respective choice if so desired prior to signing this Agreement.

20. FURTHER DOCUMENTS: If any other provisions or agreements are necessary to enforce the intent of this document, both parties agree to execute such provisions or agreements upon request.

21. TRAINING. While employee training will be available regularly, attendance is neither mandatory nor subject to compensation. Training is informational only and the teaching methods used by the Contractor are allowed (and even encouraged) to vary from those of the Training Instructors, so long as the methods used are ethical and effective.

22. PROTECTIONS. The Contractor has the right to demand that tutoring sessions are held in public locations for the comfort of the Contractor. The Contractor also has the right to terminate working with any client, for any reason and at any time.

This Agreement, consisting of _____ pages, including this page, is entered into this the ____ day of _____, 20____.

Company: McElroy Tutoring Inc.

[Signature of Company Representative]

Brian R. McElroy, CEO

[Typed or Printed Name of Company Representative]

Contractor:

[Signature of Contractor]

[Typed or Printed Name of Contractor]