

[For the avoidance of doubt, this Independent Contractor/Consulting Agreement is being provided for convenience purposes only, and is not required to be used by Company in working with Contractors through JENZ INC. dba Home From College's (HFC) platform. Company is free to use their own independent contractor form, in which case, terms set forth in such form are binding for both Company and Contractor when executed by those parties. In either case, whether this form or their own form is used, JENZ INC. dba Home From College is not a party to any such agreement.]

INDEPENDENT CONTRACTOR/CONSULTING AGREEMENT

This independent contractor/consulting agreement (the “**Agreement**”) is made and entered into as of _____ (“**Effective Date**”), by and between _____ (the “**Company**”), and _____ (the “**Contractor**”).

1. **Contractor’s Services.**

(i) **Contractor’s Duties.** During the Term (defined below), Contractor shall provide services to the Company and/or its related companies for the _____ GIG including but not limited to:

(the “**Services**”). Contractor understands that the scope of the Services may be further modified by additional terms and documentation which are included in Exhibit A, if applicable.

(ii) **Manner and Location.** Contractor shall perform the Services at a location at their discretion. Contractor shall have the right to perform the Services in such manner as Contractor deems appropriate so long as all performance deadlines established by the Company are timely and accurately satisfied. Company shall provide Contractor with all information and materials necessary to enable Contractor to perform the Services. Nothing in this Agreement will restrict Contractor from providing services to third parties during the Term.

2. **Compensation.**

(i) **Contractor Compensation.** As full and complete consideration for the Services provided herein by Contractor, subject to Contractor’s performance thereof, the Company shall pay Contractor _____ during the Term (as defined below) (“**Fees**”). Fees shall be payable to Contractor in monthly payments in arrears within three *to five* business days of the end of the applicable month. *Speed of payment processing depends on Client’s payment method on file. Company reserves the right, at its sole discretion, to edit, adjust, or pro-rate any worker payment as deemed appropriate.*

(ii) **Expenses.** Unless otherwise agreed in writing by the parties, Contractor shall not be reimbursed for any expenses incurred in connection with provision of the Services.

3. **Term and Termination.**

(i) **Term.** This Agreement shall commence on _____ and shall continue _____ unless terminated earlier by the Company or Contractor in accordance with the terms herein. Notwithstanding the foregoing, the parties may adjust the term by as mutually agreed upon by the parties by adjusting such “program dates” referenced through the Home From College online technology platform.

(ii) **Termination.** Either party may terminate this Agreement and the Services hereunder at any time, without reason or cause, upon written notice to the other party. Upon termination of the Agreement for any reason, (a) Contractor will promptly deliver to Company all Deliverables (in whole or in part, including works in progress), which are in Contractor’s possession or control as of the date of termination, and Company will have all rights under the Agreement in such work or Deliverables regardless of the stage of completion; and (b) Company will promptly pay Contractor all Fees for Services successfully performed and Deliverables successfully delivered as of the date of termination (for clarity, Company will not owe Contractor Fees for Services not performed or Deliverables not delivered as of the date of termination). The following Sections will survive termination or expiration of this Agreement for any reason: Sections 2 (for Fees which accrued prior to termination/expiration), 3(ii), 4, 5, 6, 7, 8(i)(d), 8(i)(f), 8(ii), 9, and 10.

4. **Independent Contractor Status.** Contractor enters into this Agreement as, and shall continue to be, an

independent contractor. In no circumstance shall Contractor look to the Company as its employer, or as a partner, an agent, or a principal. Contractor, consistent with Contractor's independent contractor status, shall not be entitled to any benefits afforded to the Company's employees, including, but not limited to, workers' compensation, unemployment benefits or life, health, or disability insurance, or retirement benefits. If applicable, Contractor shall be responsible for providing, at Contractor's expense and in Contractor's name any and all licenses, permits, or insurance which is usual or necessary for performing the Services. Contractor shall file all tax returns, tax declarations and tax schedules as necessary and when due, and pay, when and as due, any and all payroll, income or other taxes incurred as a result of Contractor's compensation. The Company will not withhold any employment taxes from compensation it pays Contractor. Rather, JenZ, Inc. dba Home From College will report the amount it pays Contractor on IRS Forms 1099, at the end of any given tax year, to the extent required to do so under applicable Internal Revenue Code provisions and state or local law. Contractor's exclusion from benefit programs maintained by the Company is a material component of the terms of compensation negotiated by the parties.

5. Intellectual Property.

(i) **Deliverables.** Contractor hereby agrees that all created content, inventions, products, designs, drawings, notes, documents, information, documentation, improvements, works of authorship, processes, techniques, know-how, algorithms, specifications, hardware, circuits, computer programs, databases, user interfaces, encoding techniques, and other materials of any kind that Contractor may make, conceive, develop or reduce to practice, alone or jointly with others, for Company in connection with performing Services (collectively, the "**Deliverables**") and all Intellectual Property Rights therein are, to the maximum extent permitted by law, the property of Company. Contractor agrees to assign and transfer, and hereby does assign and transfer, to Company, all right, title, and interest in the Deliverables, including without limitation all Intellectual Property Rights therein. Contractor agrees to reasonably cooperate with and assist Company to apply for, and to execute any applications and/or assignments to obtain, any patent, copyright, trademark or other legal protection for Deliverables in Company's name as reasonably requested by Company. Contractor hereby appoints the officers of Company as Contractor's attorney-in-fact to execute documents on behalf of Contractor for this limited purpose. For clarity, Company owns the Deliverables and may therefore promote and advertise the Deliverables in its direction, including without limitation dedicating "advertising spend" (e.g., paid media) to such Deliverables, subject to applicable law.

(ii) **Background IP.** Contractor retains ownership of any materials and all of its Intellectual Property Rights that are not Deliverables, including without limitation any materials or intellectual property owned by Contractor or its licensors prior to the Effective Date or which are developed independently by Contractor outside the scope of this Agreement, (collectively, the "**Background IP**"). Contractor hereby grants to Company a non-exclusive, royalty-free, fully paid, perpetual, irrevocable, worldwide right and license, under and to that Background IP incorporated into or otherwise necessary for Company to use the Deliverables. In addition, Contractor grants Company all necessary consents and permissions to use Contractor's name, likeness, voice, signature, Social Media handles and other identifying characteristics ("**Likeness**") on a non-exclusive, royalty-free, fully paid, perpetual, irrevocable worldwide basis in connection with the Deliverables.

(iii) **Moral Rights.** To the fullest extent permitted by applicable law, Contractor agrees to assign and transfer, and hereby does assign and transfer, to Company, and waives and agrees never to assert, any and all Moral Rights (as defined below) that Contractor may have in or with respect to any Deliverables, during and after the Term. For purposes of this Agreement, "**Moral Rights**" mean any rights to claim authorship of a work, to object to or prevent the modification or destruction of a work, to withdraw from circulation or control the publication or distribution of a work, and any similar right, existing under judicial or statutory law of any country in the world, or under any treaty, regardless of whether or not such right is called or generally referred to as a "moral right."

6. Confidential Information. For purposes of this Agreement, "**Confidential Information**" means (i) any information, materials, or knowledge regarding Company and its business, financial condition, products, programming techniques, customers, suppliers, technology or research and development that is disclosed to Contractor or to which Contractor has access in connection with performing Services; and (ii) the Deliverables. Confidential Information will not include any information that: (a) is or becomes part of the public domain through

no fault of Contractor; (b) was rightfully in Contractor's possession at the time of disclosure, without restriction as to use or disclosure; or (c) Contractor rightfully receives from a third party who has the right to disclose it and who provides it without restriction as to use or disclosure. At all times, both during Contractor's engagement by Company as an independent contractor and after its termination, and to the fullest extent permitted by law, Contractor agrees to hold all Confidential Information in strict confidence, not to use it in any way, commercially or otherwise, except in performing Services, and not to disclose it to others. Contractor further agrees to take all actions reasonably necessary to protect the confidentiality of all Confidential Information. Nothing in this Section or otherwise in this Agreement shall limit or restrict in any way Contractor's immunity from liability for disclosing Company's trade secrets as specifically permitted by 18 U.S. Code Section 1833, the pertinent provisions of which are attached hereto as Exhibit B.

7. **Return of Materials.** Upon the termination of this Agreement, the expiration of the Term, or at any time the Company so requests, (a) Contractor shall return immediately to the Company all materials (in written, electronic, or other form) containing or constituting Company Confidential Information or related to the Services, including any copies, reproductions, or other images, and (b) Contractor shall not use Company Confidential Information in any way for any purpose.

8. **Contractor's Representations and Warranties; Indemnification.**

(i) **Contractor's Representations and Warranties.** Contractor represents, warrants, covenants, and agrees that:

(a) Contractor has the capacity and full power and authority to enter into this Agreement and that Contractor;

(b) The Services will be performed in a professional manner consistent with industry standards and by individuals with requisite training, qualifications, and experience;

(c) Contractor has all licenses, permissions, consents, and authority to perform the Services;

(d) Contractor will at all times comply with all applicable law;

(e) the Services and Deliverables do not and will not infringe any worldwide patent, copyright, trademark, publicity, privacy, or other proprietary rights ("**Intellectual Property Rights**") of any third party, and the Deliverables will be provided free of any liens, security interests, or other encumbrances;

(f) Contractor does not have any conflict or pre-existing commitment that would impair the Services or rights granted;

(g) Contractor will not make any false, libelous, slanderous, defamatory, or misleading statements regarding Company or its products or services;

(h) The Deliverables will not contain any obscene, indecent, inappropriate, hateful, tortious, defamatory, slanderous or libelous material;

(i) the Deliverables will not be sexually explicit or suggestive, profane or pornographic, violent or derogatory of any ethnic racial, gender, religious, professional or age group;

(j) the Deliverables shall not promote alcohol, illegal drugs, tobacco, firearms/weapons (or any use of the foregoing), any activities that may appear unsafe or dangerous, or any political Company or message;

(k) To the extent Contractor provides, posts, or publishes reviews of Company's products or services, such reviews are honest, made personally by Contractor, and do not infringe or violate any intellectual property or proprietary rights of any third party;

(l) With regard to any endorsements or testimonials made by Contractor, Contractor will comply with (i) the FTC's Guidelines Concerning the Use of Testimonials and Endorsements in Advertising (found at: <https://www.ftc.gov/sites/default/files/attachments/press-releases/ftc-publishes-final-guides-governing-endorsements-testimonials/091005revisedendorsementguides.pdf>); (ii) the FTC's Disclosures Guide (found at: <https://www.ftc.gov/system/files/documents/plain-language/bus41-dot-com-disclosures-information-about-online-advertising.pdf>); (iii) the FTC's Native Advertising Guidelines (<https://www.ftc.gov/tips-advice/business-center/guidance/native-advertising-guide-businesses>); and (iv) any other guidelines issued by the FTC from time to time ("**FTC Guides**"), as well as any other advertising guidelines required under applicable law, which includes, for example, disclosing Contractor's relationship with Company in promoting

products which Contractor has been paid to promote or free products provided to Contractor, in accordance with the FTC Guides;

(m) in the event that Contractor is an athlete subject to laws, rules, regulations, and/or policies of applicable universities, colleges, and/or the National Collegiate Athletic Association (NCAA), Contractor will comply with all such laws, rules, regulations, and policies, including without limitation as they apply to Contractor’s name, image, and likeness (e.g., NIL laws or policies); and

(n) To the extent Services involve posting promotional or marketing materials or statements to Social Media, Contractor will not (i) employ any automated means, including but not limited to scripts, bots, or macros, to artificially increase likes, views, or impressions on Social Media, or (ii) pay or otherwise engage any third party to artificially enhance likes, views, or impressions on Social Media.

(ii) **Indemnification.** Contractor shall indemnify, defend, and hold harmless the Company, and all the Company Entities, and their respective officers, directors, employees, shareholders, and representatives, from and against any and all claims, demands, causes of action, charges, damages, costs, expenses (including, without limitation, attorneys’ fees and disbursements), judgments, penalties, claims, liabilities, or losses of any kind or nature whatsoever arising out of or in connection with any third party claim or proceeding related to (a) Contractor’s breach of the representations or warranties under this Agreement or the NDA; and (b) any act or omission of Contractor that results in personal injury, death or property damage, or the violation of any applicable law.

9. **Limitation of Liability.** IN NO EVENT WILL COMPANY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY KIND IN CONNECTION WITH THIS AGREEMENT, EVEN IF COMPANY HAS BEEN INFORMED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES.

10. **Miscellaneous.** Contractor may not assign or transfer this Agreement, by operation of law or otherwise, without Company’s prior written consent, and any attempt to do so, without such consent, will be void. Company may assign or transfer this Agreement without Contractor’s consent. Subject to the foregoing, this Agreement is binding upon and will inure to the benefit of each of the parties and their respective successors and permitted assigns. If any provision of this Agreement is held invalid, illegal or unenforceable, that provision will be enforced to the maximum extent permitted by law, given the fundamental intentions of the parties, and the remaining provisions of this Agreement will remain in full force and effect. This Agreement, including its exhibits, is the complete and exclusive agreement between the parties with respect to its subject matter and supersedes all prior or contemporaneous agreements, communications and understandings, both written and oral, with respect to its subject matter. This Agreement may be amended or modified only by a written document executed by duly authorized representatives of the parties. Neither party will have the power to bind the other or to incur obligations on the other’s behalf without such other party’s prior written consent. Except as expressly set forth in this Agreement, the exercise by either party of any remedy under this Agreement will be without prejudice to its other remedies under this Agreement or otherwise. Either party’s failure to enforce any provision of this Agreement will not constitute a waiver of future enforcement of that or any other provision. No waiver of any provision of this Agreement will be effective unless it is in writing and signed by the party granting the waiver. This Agreement will be governed by and construed in accordance with the laws of the State of New York without giving effect to any principles of conflict of laws that would lead to the application of the laws of another jurisdiction. Any legal action or proceeding arising under this Agreement will be brought exclusively in the federal or state courts located in New York and the Parties irrevocably consent to the personal jurisdiction and venue therein. All notices required to be sent hereunder will be in writing (email being sufficient) and will be deemed to have been given when mailed by certified mail, overnight express, or sent by email, with receipt confirmed. This Agreement may be signed in counterparts, and electronic signatures will have the same weight and effect as originals.

CONTRACTOR ACKNOWLEDGES THAT HE/SHE HAS HAD THE OPPORTUNITY TO CONSULT LEGAL COUNSEL IN REGARD TO THIS AGREEMENT, HAS READ AND UNDERSTANDS THIS AGREEMENT, IS FULLY AWARE OF ITS LEGAL EFFECT, AND HAS ENTERED INTO IT FREELY AND VOLUNTARILY AND NOT ON ANY REPRESENTATIONS OF PROMISES OTHER THAN THOSE CONTAINED IN THIS AGREEMENT.

The parties have duly executed this Agreement as of the date first written above.

COMPANY:

CONTRACTOR:

By: _____

By: _____

Name: _____
Date: _____

Name: _____
Date: _____

Signed By

IP:

Hash:

Company User:

Signed At:

IP:

Hash:

Contractor:

Signed At: