



## Language Trainer Independent CONTRACTOR Agreement

This Agreement is hereby made between IOR GLOBAL SERVICES, INC. ("IOR"), with its principal address located at 650 Dundee Rd., Suite 650, Northbrook, IL 60062 USA and INDEPENDENT CONTRACTOR ("CONTRACTOR"), \_\_\_\_\_, located at \_\_\_\_\_ set forth below according to the following terms, conditions, and provisions.

1. **Scope.** CONTRACTOR agrees to perform Language Training services for IOR's clients, for which the scope of work includes, but is not limited to, language instruction. It should be noted that should IOR commission CONTRACTOR to perform services outside the Scope of Work, such service will be compensated for by a separate agreement.

2. **Terms of Payment.** IOR and CONTRACTOR are to agree upon a pay rate in USD. IOR shall pay CONTRACTOR a fee in U.S. dollars or, if necessary, in foreign currency transferred directly to their foreign bank account. IOR is not responsible for any bank fees that may be incurred. The program fee is agreed upon at the onset of each authorized Language Training program, and is payable by IOR if, and only if, CONTRACTOR has submitted the following to the Language Program Manager by the 1<sup>st</sup> day of each month. CONTRACTOR will be paid on the 15<sup>th</sup> business day of the month.

- CONTRACTOR timesheet including supporting receipts for approved materials expenses;
- Student sign-in sheet signed by both contractor and student
- Student Personal Development Plan (PDP) (either initial, final, or after agreed-upon hours of instruction).

If IOR does not receive the above items by the 1<sup>st</sup> of the month, IOR cannot guarantee payment that month.

3. **Reimbursement of Expenses.** Pursuant to this agreement IOR will reimburse CONTRACTOR for books and materials expenses paid or incurred only in conjunction with an IOR authorized language training program, that have been approved by a Language Program Manager. These may include but are not limited to photocopies, textbooks, and online resources. Any travel expenses will not be reimbursed, with the exception of special circumstances which are pre-authorized by the Director of Language Training or other senior management member.

4. **Status as Independent CONTRACTOR.** It is the intention of the parties that the relationship between them is one of independent contracting parties and not one of employer and employee. Therefore, the parties understand and agree as follows;

- IOR Not Responsible for Workers' Compensation. No workers' compensation insurance shall be obtained by IOR pertaining to the CONTRACTOR or its employees, and shall provide to IOR such evidence of workers' compensation coverage as required.
- No Authority to Bind Client. The CONTRACTOR has no authority to enter into contracts of agreement on behalf of IOR. This Agreement does not create a partnership or joint venture between the parties.
- Declaration by Independent CONTRACTOR. CONTRACTOR declares that CONTRACTOR has complied with all federal, state, and local laws regarding business permits, certificates, licenses, and insurance that may be required to carry out the services to be performed under this Agreement.



d. Fringe Benefits. As an independent contractor, CONTRACTOR is not entitled to receive or participate in any fringe benefit programs, currently or in the future, offered to IOR employees.

5. **Equipment and Supplies.** CONTRACTOR shall supply, at CONTRACTOR's sole expense, all equipment and supplies necessary to accomplish the services agreed to be performed, unless otherwise arranged and agreed to with IOR and client.

6. **Handling of Personally Identifiable Information.** As a provider of relocation support services dealing with global employees around the world, employee agrees to adhere to IOR's protocol and policies in handling personally identifiable information (PII) per the Global Data Privacy Regulation and US Privacy Shield. Should the employee learn of any type of breach of privacy and data to any outside affiliate, employee agrees to notify IOR senior management or Human Resources representative immediately.

7. **Confidentiality.** As part of this contractual agreement, CONTRACTOR acknowledges, understands, and agrees that as a consequence of CONTRACTOR's relationship with IOR, and in the performance of his/her duties and responsibilities to IOR, CONTRACTOR will be given access to "confidential information" constituting proprietary information and/or trade secrets, and that any unauthorized use or disclosure of same would be highly detrimental and damaging to "IOR."

The term "Confidential Information" shall mean and refer to all proprietary information, trade secrets, and service marks developed, devised, prepared, accumulated or otherwise belonging to IOR, including, but not limited to all client information; training and program materials and procedures, online or otherwise; and such other information pertaining in any way to IOR and/or the services offered by IOR which Consultant would not have access to but for his/her consulting relationship with IOR.

CONTRACTOR recognizes and acknowledges that the Confidential Information shall remain the property of the Company at all times. CONTRACTOR agrees that except as required in the course of the CONTRACTOR's duties, he/she will never, directly or indirectly, during his/her relationship or affiliation with IOR, or after termination of this agreement, use, disseminate, disclose, copy, reproduce, make notes of, lecture on, or in any manner publish for his/her own benefit, or for the use or benefit of any other person or entity, any Confidential Information. CONTRACTOR also agrees he/she will comply with any and all procedures IOR may establish from time to time, to preserve its Confidential Information, including, but not limited to, correspondence, manuals, memoranda, outlines and other documents, whether in hard-copy or electronic format.

8. **Non-solicitation.** CONTRACTOR agrees that during the term of his/her relationship with IOR, and continuing for a period of two years thereafter, CONTRACTOR will not contact or solicit, directly or indirectly, any client of IOR, for the provision of any services provided by the CONTRACTOR, if the client was: (i) a client for whom CONTRACTOR provided services on behalf of IOR or (ii) a client of IOR whose identity is known to CONTRACTOR by virtue of his/her employment with IOR. CONTRACTOR agrees to refer only to IOR any additional related requests for services by any of IOR's clients.

9. **Hold Harmless.** CONTRACTOR agrees to indemnify, defend, and hold harmless IOR, its officers, agents and employees from: i) any and all claims and losses accruing or resulting from CONTRACTOR's negligent or intentionally wrongful acts or omissions in connection with the performance of this Agreement, and ii) any and all claims and losses for personal injury and/or property damage accruing or resulting to any person, firm, or corporation who may be injured or damaged by CONTRACTOR in the performance of this agreement. In no event, however, will CONTRACTOR indemnify, defend, and hold IOR, its officers, agents, and employees harmless from their own negligent or intentional wrongful acts or omissions. IOR agrees to indemnify and



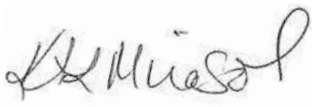
hold CONTRACTOR harmless in connection with any loss it may suffer from IOR's negligent or intentional wrongful acts or omissions.

10. **Conflict of Interest.** CONTRACTOR shall fully and openly disclose any actual or potential conflicts of interest to IOR and, for all work performed hereunder, shall not engage in any activity which may constitute a conflict of interest.

11. **Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the State of Illinois without regard to its choice of law provisions.

12. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties concerning the subject matter hereof, and supersedes any and all prior, contemporaneous, or subsequent representations or agreements. No modifications or amendment of this Agreement shall be valid unless made in writing as executed by each of the Parties or their duly authorized representatives.

13. **Notices.** All notices to be given or required by this Agreement shall be deemed effective when sent. Such notices shall be sent by return receipt requested through certified or electronic mail. The addresses of the Parties for purposes of notice are set forth below. In the event the address(es) for either of the Parties change(s), notification of such change(s) shall be given to the other.

Agreed: 

\_\_\_\_\_  
Kendra S.L. Mirasol  
President  
International Orientation Resources, Inc.  
Dba IOR Global Services, Inc.  
620 Dundee Rd., Suite 650  
Northbrook, IL 60062

Agreed:

\_\_\_\_\_  
CONTRACTOR NAME (Print)

\_\_\_\_\_ Date \_\_\_\_\_  
Signature

Address \_\_\_\_\_

Address \_\_\_\_\_

Address \_\_\_\_\_

Email \_\_\_\_\_

Home Phone \_\_\_\_\_

Mobile Phone \_\_\_\_\_