



INSTRUCTOR'S INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT made and entered into on _____, 20____ (the "contract date"), between
The Income Tax School, Inc. ("School") and _____ ("Instructor"),
and _____ ("Tax Firm").

WITNESSETH: In consideration of the mutual covenants and agreements hereinafter set forth, the parties agree as follows:

1. Status, Duties and Compensation. School hereby engages Instructor in the capacity of independent contractor as a Tax School Instructor, subject always to Instructor's compliance with School's written Policies and Procedures, to teach one or more courses of _____ income tax instruction each consisting of approximately _____ class sessions to be held at times determined by Instructor commencing on or about _____, 20____ and continuing for approximately ____ weeks, and to perform such additional duties as are incidental and necessary to the proper teaching of such course, including, but not limited to, providing support for students, grading students' homework assignments, quizzes and exams and monitoring students' progress without additional compensation. Instructor hereby accepts such engagement and agrees to devote sufficient time and abilities to performing such duties in an efficient and professionally competent manner, all for the period and upon the terms and conditions herein contained. Instructor shall be responsible for all expenses incurred in recruiting students, and conducting said courses, including the cost of providing classroom facilities and instructional materials.

For performing such duties Instructor or Tax Firm shall be compensated by retaining all revenue realized from students taught by Instructor and obtaining instructional materials from School at discounted prices.

Instructor and Tax Firm acknowledge that as a necessary condition to ensure a quality educational program and meet the requirements for awarding continuing education credit, the course is to be taught in its entirety, with no sessions omitted unless authorized by School, and that each class session is to be conducted for the full number of hours scheduled. If for any reason Instructor should fail to teach all class sessions and/or class hours comprising the course(s) to be taught hereunder, students taught by Instructor shall not be awarded certificates of completion and continuing education credit by School. Instructor and Tax Firm further agree to assume responsibility to schedule any necessary make-up classes or arrange for a qualified substitute instructor who is approved by School in the event Instructor is unable to teach all classes.

Instructor and Tax Firm acknowledge that School has explained those portions of its policies and procedures which pertain to the compensation and the duties to be performed by Instructor.

2. Term. Unless terminated sooner as hereinafter provided, this Agreement shall be in effect until the end of the term of the Licensee's agreement.

3. Confidential Information. Instructor and tax Firm covenant and agree never to divulge to or use for the benefit of any person, association or corporation outside of the School on any information or knowledge concerning School's students, customers or employees or School's methods of promotion or advertising or any other systems or methods of operation of School's business which Instructor may have acquired in the performance of the duties of this Agreement, including but not limited to The Income Tax School student and instructional materials and operating methods. Recognizing that because of the training and experience received and access to confidential information, irreparable injury to School would be caused by a violation of any provision of this paragraph. Instructor agrees that in addition to and

without limitation of any right Schools may have hereunder, any such violation shall be the proper subject for immediate injunctive relief.

4. Termination Upon Default. School may at any time, at its option, terminate this Agreement and the engagement of Instructor hereunder without notice in the event of:

- (a) Instructor's misconduct or incompetence which interferes with or prejudices the proper conduct of School's business or which may reasonably result in harm to School's reputation;
- (b) Instructor's refusal or failure to discharge his or her duties; or
- (c) Instructor's or Tax Firm's breach of any provision of Paragraph 3.

5. Separability. Any provision of this Agreement prohibited by law or by applicable court decision, in any locality or state, shall be ineffective to the extent of such prohibition without in any way invalidating or affecting the remaining provisions of this Agreement, or without invalidating or affecting provisions of this Agreement within states or localities where not prohibited by law or court decree.

6. Binding Effect. This agreement constitutes the entire agreement between School and Instructor and Tax Firm concerning the subject matter hereof, and no amendment or supplement hereto shall be valid unless in writing and signed by the parties. This Agreement shall be governed by the laws of the Commonwealth of Virginia.

IN WITNESS WHEREOF, the parties have executed this Agreement, in duplicate, on the day and year first written above.

INSTRUCTOR

The Income Tax School, Inc.

BY _____

Printed Name _____

Printed Name _____

TAX FIRM

Title _____

By _____

Printed Name _____

Title _____