

BUILD A ROBOT WORKSHOP INSTRUCTOR AGREEMENT

Authorization and Contract

By executing Build A Robot Workshop Independent Instructor (“Instructor Agreement”), you apply for legal authorization to become an Independent Instructor and enter into contract with Build A Robot Workshop, Inc., hereinafter simply the “Company. This Agreement is created to provide detailed guidelines and limitations for all Company Independent Instructors.

Purpose

The purpose of the Independent Instructor Program is to provide individuals with the opportunity to market and sell robotic workshops and/or events. In exchange for successfully making sales and referring Build A Robot Workshop to ultimate users, the Company offers compensation pursuant to the terms of the Compensation Plan.

Becoming an Independent Instructor

To become an Independent Instructor of Build A Robot Workshop, an applicant must comply with the following requirements:

- I. Be of the age of majority (not a minor) in his or her state of residence;
- II. Reside or have a valid address in the United States or a U.S. territory;
- III. Have a valid Social Security Number or Federal Tax ID Number;
- IV. Submit a properly completed electronic Instructor Agreement to the Company; and
- V. Choose one of the four monthly plans offered by the Company.

Modification of Terms

Because federal, state, and local laws, as well as the business environment, periodically change, the Company reserves the right to amend the Instructor Agreement and the Compensation Plan in its sole and absolute discretion. Notification of amendments shall appear in Official Build A Robot Workshop Materials. Any such amendment, change, or modification shall be effective thirty (30) days following one of the following communication methods:

- I. Posting on the official Build A Robot Workshop corporate website;
- II. Electronic mail (e-mail); or
- III. In writing through other Company communication channels.

Term and Termination

The term of this Agreement will begin upon our acceptance of your application and will end when terminated by either of us upon thirty (30) days’ notice. In the event of a material breach of this Agreement, the Company reserves the right to terminate this Agreement immediately. Upon cancellation or termination, all property rights are forfeited regarding any bonuses, commissions

or other remuneration derived through from your sales. The Company reserves the right to terminate all Independent Instructor Agreements upon thirty days' notice if the Company elects to: (1) cease business operations; (2) dissolve as a business entity; or (3) terminate distribution of its products and/or services via affiliate channels. No termination of this Agreement will relieve either party for any liability for any breach of, or liability accruing under, this Agreement prior to termination.

Independent Contractor Status.

As a Build A Robot Workshop Independent Instructor, you agree that you are an independent contractor and not a purchaser of a franchise or business opportunity. Therefore, each Instructor's success depends on his or her own independent efforts. The agreement between the Company and its Instructors does not create an employer/employee relationship, agency, partnership, or joint venture between Build A Robot Workshop or any of its Instructors. All Independent Instructors are responsible for paying local, state, provincial, and federal taxes due from all compensation earned as an Instructor of the Company. Independent Instructors have no express or implied authority to bind the Company to any obligation or to make any commitments by or on behalf of the Company.

As a self-employed independent contractor, you will be operating your own independent business selling products/services available through the Company on your own account. You have complete freedom in determining the number of hours that you will devote to your business, and you have the sole discretion of scheduling such hours. In the event you earn over \$600 in a calendar year, you will receive IRS Form 1099-MISC reflecting the amount of income paid to you during the calendar year. It will be your sole responsibility to account for such income on your individual income tax returns.

Selling Build A Robot Workshop Product/Services.

You agree to make no representations or claims about the Build A Robot Workshop products/services beyond those shown in official Company literature.

Income Disclosure Policy

The Build A Robot Workshop Independent Instructor opportunity rewards you for selling our proprietary products and services and for sponsoring other Instructors who do the same. Although the opportunity is unlimited, individual results will vary depending on market conditions, commitment levels and sales skills of each participating Instructor. Since the business only recently launched, the Company lacks enough statistical data to prepare reliable income disclosures. The numbers below reflect **estimates** prepared by the company pending a more detailed survey to be conducted until enough statistical data is available. Based on industry standards and company projections, the average annual gross revenue for Independent Instructors is projected to be anywhere between **\$500 and \$2,000**.

There will certainly be participants who will earn less while others will earn much more. We're excited about the Company and compensation opportunity and are confident it will provide you a solid foundation to help you supplement your income.

If income projections were presented to you prior to your enrollment as an Independent Instructor, such projections are not necessarily representative of the income, if any, that you can or will earn through your participation in the Build A Robot Workshop Instructor opportunity. These income projections should not be considered as guarantees or projections of your actual earnings or profits. Success with this Company derives only from hard work, dedication, and leadership.

The Build A Robot Workshop Compensation Plan

Instructors must adhere to the terms of the Build A Robot Workshop Compensation Plan as set forth in Official Company Materials. Independent Instructors shall not require or encourage other current or prospective retail consumers or Instructors to participate in Build A Robot Workshop in any manner that varies from the program as set forth in Official Company Materials. Instructors shall not require or encourage other current or prospective retail consumers or Instructors to make any purchase from, or payment to, any individual or other entity to participate in the Company Compensation Plan other than those purchases or payments identified as recommended or required in Official Company Materials.

In an effort to alleviate administrative burdens, the Company reserves the right to postpone commission payments until such time the cumulative amount exceeds \$25.

An Instructor must review his or her monthly statement and report any discrepancies within thirty days of receipt. After the thirty day "grace period," no additional requests will be considered for commission(s) recalculation. For additional information on payment of commissions, please review the Compensation Plan and direct inquiries via email to support@buildarobotworkshop.com.

Errors or Questions

If an Independent Instructor has questions about or believes any errors have been made regarding commissions, bonuses, or charges, the Instructor must notify the Company in writing within thirty (30) days of the date of the purported error or incident in question. Build A Robot Workshop will not be responsible for any errors, omissions, or problems not reported to the Company within thirty days.

Product/Service Sales

The Build A Robot Workshop Compensation Plan is based upon the sale of products and/or services to end consumers.

Bonus Buying Prohibited

Bonus buying is strictly and absolutely prohibited. Bonus buying includes: (a) the enrollment of individuals or entities without the knowledge of and/or execution of an Instructor Agreement by such individuals or entities; (b) the fraudulent enrollment of an individual or entity as a retail user or Instructor; (c) the enrollment or attempted enrollment of non-existent individuals or entities as retail users or Instructors (“phantoms”); (d) purchasing Company products/services on behalf of another retail user or Instructor to qualify for commissions or bonuses; and/or (e) any other mechanism or artifice to qualify for rank advancement, incentives, prizes, commissions, or bonuses that is not driven by bona fide product or service purchases by end user consumers.

Refund Policy and Returned Product

An Instructor who purchases a Starter Package and wishes to receive a refund must make a request within three (3) days from the date of purchase. Any refund request outside of this time period will be promptly denied.

As for any new or unused products, Build A Robot Workshop provides a thirty (30) day refund period from the date of delivery. Instructor agrees to pay a 15% restocking fee on the return of any new or unused product(s) and agrees to incur shipping and handling charges. Build A Robot Workshop shall only waive such shipping and handling charges in favour of the Instructor in the event returns arise as a result of defective product.

Pay Period

Instructors will receive commissions once per month, on the 5th of every month, for sales completed the previous month minus any payment processing fees associated with the payment of such commissions. The minimum commission payment will be \$25. If you earned less than \$25, your commission will roll to the next month until this minimum commission threshold is met.

Return of Inventory and Sales Aids by Instructors

Upon cancellation of the Instructor Agreement, you may return inventory and sales aids purchased within one (1) year from the date of cancellation for a refund. An Instructor may only return products and sales aids he or she personally purchased from the Company and which are in reusable condition. Upon receipt of the products and sales aids, the Instructor will be reimbursed ninety percent (90%) of the net cost of the original purchase price(s), less shipping charges.

Use of Sales Aids

While promoting the Company, Instructors must use the sales aids and support materials produced by the Company. If an Independent Instructor develops his or her own sales aids and promotional materials (which includes Internet advertising), notwithstanding any good intentions, said Instructor may unintentionally violate any number of statutes or regulations affecting the Build A Robot Workshop business. Accordingly, Instructors must submit all written

sales aids, promotional materials, advertisements, websites and other literature to the Company for approval prior to use. Unless the Instructor receives specific written approval to use the material, the request shall be deemed denied. All Independent Instructors shall safeguard and promote the good reputation of Build A Robot Workshop and its products/services.

An Instructor may not build third-party sites that contain materials copied from corporate sources nor create his or her own website to promote the Company without receiving expressly written approval from the Company. An Instructor may not use or attempt to register any of the Company's trade names, trademarks, service names, service marks, service names, URLs, advertising phrases, the Company's name or any derivative thereof, for any purpose including, but not limited to, Internet domain names (URL), third party websites, web pages, or blogs.

Build A Robot Workshop Proprietary Information and Trade Secrets

You recognize and agree that information compiled by or maintained by Build A Robot Workshop, including the database of prospective and existing customers, constitutes a commercially advantageous, unique and proprietary trade secret of the Company, which it keeps confidential and treats as a trade secret. During the term of your contract with Build A Robot Workshop, the Company grants you a personal, non-exclusive, non-transferable and revocable right to use trade secret, confidential, and proprietary business information (Proprietary Information), which includes, without limitation, access to the Company's customer database.

During the term of this Agreement and for a period of one (1) year after the termination or expiration of this Agreement between you and the Company, you shall not use the information to compete with Build A Robot Workshop or for any purpose other than promoting the Build A Robot Workshop business. You acknowledge that such proprietary information is of such character as to render it unique and that disclosure or use thereof in violation of this provision will result in irreparable damage to Build A Robot Workshop. The Company will be entitled to injunctive relief or to recover damages against any Instructor who violates this provision in any action to enforce its rights under this section.

Non-Solicitation.

You agree that during the period while you are an Independent Instructor, and for one (1) calendar years following resignation or termination from the Company, you will not encourage, solicit, or otherwise attempt to recruit or persuade any other Build A Robot Workshop Instructor to compete with the Company business. Furthermore, for the same duration, you agree not to recruit or solicit any of the individual customers or companies listed in the Company database for a competing enterprise, unless you can demonstrate a pre-existing relationship prior to this Agreement.

Constructive Criticism

We desire to provide our Independent Instructors with the best products, services and Compensation Plan possible. Accordingly, the Company values constructive criticism and

encourages the submission of written comments. However, negative and disparaging comments about the Company calculated to dampen the enthusiasm of other Instructors and disparage the Company and its name represents a material breach of these terms and may be subject to sanctions as deemed appropriate by the Company.

Intellectual Property

Instructors agree to use the Trademarks and Copyrights in the form and manner and with appropriate legends as currently used and permitted by the Company. All promotional materials supplied or created by the Company must be used in their original form and cannot be changed, amended or altered except with prior written approval from the Company. The name of Build A Robot Workshop, its product and/or service names and other names that have been adopted by the Company in connection with its business are proprietary trade names, trademarks and service marks of Build A Robot Workshop, Inc. As such, these marks are of great value to the Company and are supplied to Independent Instructors for their use only in an authorized manner.

Jurisdiction and Governing Law.

The formation, construction, interpretation, and enforceability of your contract with the Company as set forth in this Instructor Agreement and any incorporated documents shall be governed by and interpreted in all respects under the laws of the State of Tennessee without regard to conflict of law provisions.

Contract Submission.

An electronic copy of this Agreement by way of electronic signature shall be treated as an original in all respects.

Dispute Resolution.

All disputes and claims relating to Build A Robot Workshop, its product or services, the rights and obligations of an Instructor and the Company, or any other claims or causes of action relating to the performance of either an Instructor or the Company under this Agreement or the Company Marketing Guidelines shall be settled totally and finally by arbitration in Nashville, Tennessee or such other location as the Company prescribes, in accordance with the Federal Arbitration Act and the Commercial Arbitration Rules of the American Arbitration Association, except that all parties shall be entitled to discovery rights allowed under the Federal Rules of Civil Procedure. This agreement to arbitrate shall survive any termination or expiration of the Agreement. Nothing in the Agreement shall prevent the Company from applying to and obtaining from any court having jurisdiction a writ of attachment, garnishment, temporary injunction, preliminary injunction, permanent injunction or other equitable relief available to safeguard and protect its interest prior to, during or following the filing of any arbitration or other proceeding or pending the rendition of a decision or award in connection with any arbitration or other proceeding.

Indemnification

An Instructor is fully responsible for all of his or her verbal and/or written statements made regarding Build A Robot Workshop products or services and the Compensation Plan, which are not expressly contained in Official Company Materials.

Moreover, Instructor agrees to indemnify the Company and hold it harmless from any and all liability including judgments, civil penalties, refunds, attorney fees, court costs or lost business incurred by the Company as a result of the Instructor's unauthorized representations or actions. This provision shall survive the cancellation of this Agreement.

Miscellaneous.

If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be reformed only to the extent necessary to make it enforceable, and the balance of the Agreement will remain in full force and effect. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one instrument. The provisions of this Agreement, including all documents incorporated herein by reference, embody the whole agreement between you and the Company and supersedes any prior agreements, understandings and obligations between you and the Company concerning the subject matter of your contract with Build A Robot Workshop, Inc.

Name of independent instructor

Signature

Date