

ADAPTIBAR STUDENT REPRESENTATIVE AGREEMENT

I. PURPOSE

In accordance with the terms of this Agreement, the Student Representative will be engaged in the business of marketing, demonstrating and selling AdaptiGroup products and services, including the supplemental MBE review course known as AdaptiBar.

II. DIRECT SELLER STATUS

The Student Representative understands and agrees that under this Agreement, he/she will be engaged in the business of marketing and selling AdaptiGroup products and services and that he/she is not an employee of AdaptiGroup for purposes of either federal or state employment or income tax laws, or for any other purpose. Rather, the Student Representative is solely responsible for the payment of any applicable income, self-employment, social security, payroll, and other federal, state and local taxes with respect to the payments or benefits described in this Agreement and he/she understands and agrees that AdaptiGroup will report compensation paid to and/or earned by him/her pursuant to this Agreement via a Form 1099. The Student Representative further understands and agrees that as a direct seller (a) he/she is ineligible to participate in any employee benefit plan or program AdaptiGroup provides its employees, and (b) AdaptiGroup will not provide insurance coverage to the Student Representative for accidents, illness, damages or injuries arising out of or in connection with the performance of this agreement.

III. STUDENT REPRESENTATIVE

- A. The Student Representative agrees to market and sell AdaptiGroup products and services in accordance with AdaptiGroup expectations (which include meeting sales goals for the enrollment in AdaptiBar programs of, at minimum, **10** students per semester from the Student Representative's law school). The Student Representative controls and directs the details, manner and means by which he/she markets, demonstrates and sells on behalf of AdaptiGroup, but may be given instructions by employees of AdaptiGroup as the scope of how the Student Representative may market AdaptiBar at their respective law school.
- B. The Student Representative may from time to time be asked to attend meetings with a designated representative of AdaptiGroup (the "Sales Director"); assist the Sales Director with on and off campus AdaptiBar activities and events; table-sit at designated times; and/or distribute promotional materials.
- C. The Student Representative agrees to:
 - 1. allow AdaptiGroup to use his or her name in its advertising for purposes of student referral;
 - 2. not vary or change any enrollment agreement or make any representation on behalf of AdaptiGroup except as authorized by AdaptiGroup;
 - 3. keep an account of sales/enrollments he/she has made for his/her own records; and,
 - 4. promptly notify the Sales Director of all pertinent information regarding, for example, promotional activities by AdaptiGroup's competitors.

IV. ADAPTIGROUP LLC

- A. At the conclusion of each month, AdaptiGroup will determine the compensation due to the Student Representative by calculating the total number of new enrollments for the prior month. The Student Representative will be entitled to receive **\$15.00** per new enrollment for the first 1 – 10 enrollments; **\$17.00** per new enrollment for enrollments 11 – 25; **\$20.00** per new enrollment for enrollments 26 – 50; **\$22.00** per new enrollment for enrollments 51 – 100; and **\$25.00** per new enrollment for all enrollments above 100. These numbers are calculated for the term of the Student Representative’s agreement with AdaptiGroup. AdaptiGroup will issue a company check to the Student Representative and such check will be mailed to the Student Representative’s address on file. No other methods of payment will be considered.
1. If the Student Representative has satisfied his/her obligations under this Agreement, and has enrolled at least **10** students in the AdaptiBar program, he/she will be entitled to a free AdaptiBar MBE review course for the period in which the Student Representative is studying to take the bar exam in his/her own jurisdiction. If AdaptiGroup determines that the Student Representative’s performance exceeds AdaptiGroup’s expectations, the Student Representative may receive a bonus at the discretion of AdaptiGroup, and the amount of the bonus will be determined based upon the recommendation of the AdaptiBar Sales Director.
 2. In the event that the Student Representative has not satisfied his/her obligations under this Agreement, AdaptiGroup will determine the amount of compensation, if any, due to the Student Representative based upon sales records of Student Representative’s sales.
 3. If the Student Representative is entitled to a free or discounted AdaptiBar course in accordance with Section IV(A)(1) or IV(A)(2) of this Agreement and the Student Representative chooses not to take the MBE review course upon graduation, the Student Representative may postpone receipt of the course for up to 1 year following graduation.
 4. If the Student Representative is entitled to a free or discounted AdaptiBar course in accordance with Section IV(A)(1) or IV(A)(2) of this Agreement and the Student Representative chooses to take an AdaptiBar course but a third party pays for the course, the Student Representative will receive a payment from AdaptiGroup of up to 100% of the amount paid to AdaptiGroup by the third party within 4-6 weeks of AdaptiGroup’s receipt of full payment for the course (the amount of the payment made to the Student Representative will be equal to the amount paid for enrollment of the Student Representative by the third party.)
 5. If the Student Representative is entitled to a free or discounted AdaptiBar course in accordance with Section IV(A)(1) or IV(A)(2) of this Agreement and the Student Representative chooses not to enroll in the course, the Student Representative will not be entitled to receive any cash payment in lieu of the value of the free enrollment that the Student Representative has earned. Additionally, the Student Representative will not be entitled to transfer the free course to anyone else.
- B. AdaptiGroup will reimburse the Student Representative for reasonable expenses incurred in connection with the services performed pursuant to this Agreement if his or her Sales Director has received written or electronic notification of such anticipated expenses and

has approved such expenses in advance in writing or by electronic mail. The Student Representative must submit receipts or other appropriate documentation to support the amounts claimed for reimbursement in order to receive a reimbursement. If established AdaptiGroup procedures are not followed, AdaptiGroup will not be responsible for any reimbursements to Student Representative.

V. MISCELLANEOUS

- A. Unless terminated earlier in accordance with this Section V(A) or Section V(B) below, this Agreement shall expire upon the Student Representative's completion of the AdaptiGroup review course in which he or she is enrolled. AdaptiGroup may terminate this Agreement at any time if it determines that the Student Representative is not fulfilling his/her duties under this Agreement by providing the Student Representative with five days written notice of termination. If this Agreement is terminated prior to its expiration, AdaptiGroup shall pay the Student Representative the amounts due under Section IV and shall have no further obligations hereunder. The Student Representative will still be subject to the provisions of Section V(C) below.
- B. During the term of this Agreement, the Student Representative may provide services to other individuals and entities, except he/she may not provide services to any other company offering supplemental MBE review courses. The Student Representative may provide services to a company offering comprehensive bar review courses during the term of this Agreement, but only upon prior written approval of AdaptiGroup, which approval will not be granted with respect to comprehensive courses administered entirely online. If, during the term of this Agreement, the Student Representative, either directly or indirectly, markets or sells any supplemental workshop without prior written approval of AdaptiGroup, this Agreement shall immediately terminate and AdaptiGroup will be relieved of all liability hereunder, including the payment obligations under Section IV (A) above.
- C. After termination of this Agreement, the Student Representative may not, for a period of one year, provide services to any other company offering supplemental MBE review courses at the Student Representative's law school.
- D. This Agreement shall be binding upon and be for the benefit of the successors and assigns of AdaptiGroup. This Agreement is personal to the Student Representative who may not assign his/her rights nor delegate his/her duties hereunder.
- E. This Agreement will be construed and enforced to the laws of the State of Illinois. It shall constitute the entire agreement between the Student Representative and AdaptiGroup and supersedes and cancels all prior or written arrangements of the parties. This Agreement cannot be modified except in writing and any such modification must be signed by both parties to this Agreement.