



CERTIFIED RELATIONAL WISDOM™ INSTRUCTOR INDEPENDENT CONTRACTOR AGREEMENT

This AGREEMENT made this _____ day of _____, by and between Relational Wisdom 360 ("RW360") and _____ ("Instructor"), governs the terms of the relationship between RW360 and Instructor.

WHEREAS, RW360 wishes to engage the Instructor to provide services on its behalf, including the teaching of certain concepts and seminars ("work");

WHEREAS, RW360 has developed various proprietary resources, at significant time and expense, and has developed a reputation for excellence in quality, value, and adherence to its Statement of Faith;

WHEREAS, Instructor is familiar with RW360's Statement of Faith and Instructor wishes to enter into a relationship with RW360 whereby Instructor controls the manner, method, and means of performance;

WHEREAS, based on the nature of the relationship that the parties intend to establish, RW360 hereby engages Instructor as an independent contractor.

NOW, THEREFORE, in consideration of the mutual promises and covenants of the parties as herein contained, the parties hereto agree and contract as follows:

I. Ownership and Protection of Intellectual Property

1. The Relational Wisdom Program ("Program") is a training program created, owned, and provided by RW360, a Montana Corporation. The Program, including words, images, design and video clips, and all intellectual property and proprietary rights of any kind associated therewith, are the sole property of RW360. Nothing in this agreement will transfer to the Instructor or any other party any ownership of, or right to retain beyond the terms of this agreement, any materials provided as part of the Instructor's certification or any other aspect of the Program.

2. This Program and all associated Program materials are licensed to Instructor and do not transfer any ownership rights to Instructor. Instructor shall not: (a) copy, reproduce, modify, translate, or in any way edit Program materials without express written permission from RW360; (b) remove, alter, or obscure any copyright, legal, or proprietary notices or acknowledgements placed the Program materials, or (c) permit any exhibition, duplication, distribution, adaptation, transmission, re-transmission, broadcast, or other use of the Program materials except as expressly allowed under this agreement. In addition, Instructor

shall make every reasonable effort to ensure that others do not take any of these actions either.

II. Serving in the Role of Certified Relational Wisdom Instructor

3. To serve in the role of Certified Relational Wisdom Instructor, Instructor must comply with the following requirements:
 - a. Be of the age of majority (not a minor) in his or her state of residence
 - b. Reside or have a valid address in the United States or Canada
 - c. Complete the training requirements for certification as a Relational Wisdom Instructor
 - d. Have a valid United States Social Security Number, Federal Tax ID Number, or Taxpayer Identification Number (TIN), or equivalent Canadian identification.
 - e. Submit a signed Independent Contractor Agreement to RW360, either electronically or via hard copy. A faxed or emailed copy of the Agreement shall be treated as an original in all respects.
4. Instructor will be authorized to represent himself or herself as a "Certified Relational Wisdom Instructor," and to use RW360's logo and name in promoting his or her work, as prescribed by RW360.
5. Instructor will be authorized to present seminars and presentations using RW360 resources, according to the teaching and presentation guidelines and examples provided by RW360.
6. Instructor will be authorized to purchase RW360 educational and promotional resources, including books, seminar study guides, brochures, bulletin inserts, posters, banners, coffee mugs, and other related materials, at cost plus 50% of the standard retail markup, plus shipping costs.
7. Instructor shall comply with all copyright laws regarding the use of film clips for teaching, as well as the rules and conditions established by organizations that provide such clips, such as Wing Clips. Unless other arrangements are made between RW360 and movie clip providers, Instructor will be required to purchase movie clips directly from provider (usually at a cost of \$6-\$7 per clip). When teaching RW360 materials, instructors shall request approval from RW360 to use any film clips that are not already included on a list of preapproved clips.
8. Unless Instructor requests otherwise, RW360 will list Instructor on the RW360 web site, and provide his or her contact information to potential customers via RW360's website and other communication methods.
9. All Certified Relational Instructors will be encouraged and welcomed to submit suggestions to RW360 on how its resources and promotional services can be improved.

III. Compensation for Instructor's Services

10. Instructor is authorized to teach RW360 resources on either an unpaid, volunteer basis (e.g., in Sunday school classes and Bible studies), or on a compensated basis (e.g., for formal seminars or during the delivery of counseling, conciliation, or other conflict assistance services).
11. Instructor may require seminar hosts to provide compensation for all direct costs (travel, meals, lodging, materials, etc.).
12. When RW360 resources are taught using copyrighted film clips under a special license agreement with Wing Clips, Instructor shall comply with all of the conditions of the Wingclips [User's Agreement](#).
13. Instructor agrees to donate to RW360 a percentage of the net revenue received for presenting an event using RW360 resources. (Net revenue = money received less direct costs.) When the event was secured and arranged solely by the instructor, the suggested donation percentage is 10%. When the event was the result of a referral through RW360 or its web site, or was arranged or administered by RW360, the suggested donation amount will be 20%. If teaching of RW360 resources is provided as part of a broader arrangement in which Instructor is providing additional services or teaching to a customer (e.g., Instructor is mediating a conflict or doing a church intervention), Instructor and RW360 shall agree to an appropriate alternative donation arrangement.
14. Because federal, state, and local laws, as well as the business environment, periodically change, RW360 reserves the right to amend the Agreement and Compensation Plan at its discretion, but only after seeking input on proposed changes from all Certified Relational Wisdom Instructors. Any such changes shall be effective 30 days following notification to the Instructor in writing through electronic mail or other RW360 communication channels.

IV. Independent Business

15. The Instructor and RW360 agree that the Instructor will be performing the work as an independent instructor and the parties hereby signify their express intention to this effect. The Instructor and RW360 agree that the Instructor shall not be considered or deemed in any way to be an employee, agent, or servant of RW360.
16. RW360 has no control over, and no right to control or direct, the Instructor's method, manner, or means of performing the work, but is only concerned about the end results of Instructor's work to teach and promote relational wisdom, and to protect the RW360 brand and goodwill.
17. RW360 will not dictate, and Instructor will at all times control, the times in which Instructor works, his or her schedule, how much Instructor wants to work and how often, among

other factors. RW360 does not dictate the amount of work Instructor must perform under this Agreement.

18. If Instructor chooses to perform any work under this Agreement, however, Instructor is responsible for determining how to perform the work, consistent with generally recognized standards of care in the industry, any applicable laws, rules, or regulations, and RW360's Statement of Faith.
19. Instructor agrees to notify RW360 of any other teaching or educational materials or programs he or she presents.
20. The Instructor may conduct business in a corporate or other legal capacity at his or her discretion and may assign this contract to such corporate or legal entity by providing written notice of such assignment to RW360.
21. The Instructor agrees that he or she is solely responsible for providing any equipment or tools necessary to perform Instructor's obligations under this Agreement.
22. The Instructor is also responsible for providing his or her own travel arrangements for any work referred by RW360. RW360 shall not reimburse the Instructor for any travel expenses or other business expenses associated therewith.

V. Indemnification

23. For all purposes, including but not limited to the Federal Insurance Contributions Act, the Social Security Act, the Federal Unemployment Tax Act, income tax withholding and any and all other federal, state and local laws, rules and regulations, the Instructor shall be treated as an independent instructor and not as an employee of RW360.
24. None of the benefits, if any, that are provided by RW360 to its employees shall be available to Instructor, and to the extent that Instructor may, now or hereafter and for any reason, become eligible for any benefit programs or plans maintained by RW360, Instructor hereby waives his or her right to participate in such programs or plans. Such waiver is not dependent on Instructor's status as an independent instructor.
25. The Instructor agrees to indemnify RW360 against all liability and loss in connection with, and shall assume full responsibility for, filing and payment of all federal, state and local taxes and/or contributions imposed or required under unemployment insurance and income tax laws with respect to work the Instructor performs under the terms of this Agreement.

VI. Proprietary Information and Trade Secret

26. Instructor recognizes and agrees that information produced, compiled by or maintained by RW360 including the database of prospective and existing customers, constitutes a commercially advantageous, unique and proprietary trade secret of RW360, which it keeps

confidential and treats as a trade secret. During the term of your contract with RW360, RW360 may grant Instructor a personal, non-exclusive, non-transferable and revocable right to use trade secret, confidential, and proprietary business information (Proprietary Information), which may include access to RW360's customer database.

VII. Use of Sales Aids and Marketing Materials

27. Instructor shall safeguard and promote the good reputation of RW360 and its products and services. When promoting these products or services produced by or directly connected to RW360, Instructor must use sales aids and marketing materials produced or approved by RW360. This provision does not limit an Instructor's rights under paragraph 4, namely, to represent himself or herself as a "Certified Relational Wisdom Instructor," and to use RW360's logo and name in promoting his or her work, as prescribed by RW360.
28. Instructor may not build third-party sites that contain materials copied from RW360 sources nor create his or her own website to promote RW360 products/services without receiving express approval from RW360. Instructor may not use or attempt to register any of RW360's trade name or derivatives thereof, trademarks, service names, product names, URLs, advertising phrases for any purpose including, but not limited to, Internet domain names (URL), third party websites, web pages, or blogs.

VIII. Termination of Rights

29. Either Instructor or RW360 may terminate this Agreement for any or no reason whatsoever upon 30 days' written notice to the other, which notice the recipient may waive, in which event the effective termination date shall be deemed the date of such waiver.
30. RW360 may, at any time, terminate this Agreement upon twenty-four (24) hours' written notice if Instructor materially breaches this Agreement or if RW360 becomes insolvent, bankrupt or initiates bankruptcy proceedings.

IX. Damages

31. Neither the Instructor nor RW360 shall be liable to the other for, and each party expressly waives, any consequential, incidental, special, exemplary or punitive damages.

X. Legal Counsel

32. Instructor agrees that she/he has read this Agreement before signing it and understands its terms and that she/he has had the opportunity to have legal counsel review this agreement, prior to signing it.

XI. Waiver

33. No breach of any provision hereof can be waived unless in writing. Waiver of any breach of any provision hereof shall not be deemed to be a waiver of any other breach of the same, or any other provision.

XII. Entire Agreement

34. This Agreement shall constitute the entire written agreement between the parties on the subjects covered by this Agreement, and shall supersede any and all agreements in effect between the parties hereto. Instructor agrees that she/he has not relied upon any representation or statement not set forth herein by RW360 or any of RW360's agents, representatives, or attorneys. This Agreement may not be modified except by written agreement executed by the parties hereto.

XIII. Severability and Reformation

35. Instructor and RW360 agree if any particular paragraphs, subparagraphs, or portions of this Agreement are determined by an appropriate court to be invalid or unenforceable as written, they shall be modified as necessary to be valid or enforceable, and such modification shall not affect the remaining provisions of this Agreement, or if they cannot be modified to be made valid or enforceable, then they shall be severed from this Agreement, and all remaining terms and provisions shall remain enforceable.

XIV. Governing Law

36. This Agreement and the construction thereof shall be governed by the laws of the State of Montana.

XV. Dispute Resolution

37. The parties to this agreement are Christians and believe that the Bible commands them to make every effort to live at peace and to resolve disputes with each other in private or within the Christian church (see Matthew 18:15-20; 1 Corinthians 6:1-8). Therefore, the parties agree that any claim or dispute arising from or related to this agreement shall be settled by biblically-based mediation and, if necessary, legally binding arbitration in accordance with the Rules of Procedure for Christian Conciliation of the Christian Conciliation Service®, a division of Relational Wisdom 360. Judgment upon an arbitration decision may be entered in any court otherwise having jurisdiction. The parties understand that these methods shall be the sole remedy for any controversy or claim arising out of this agreement and expressly waive their right to file a lawsuit in any civil court against one another for such disputes, except to enforce an arbitration decision.

XVI. Sufficiency of Consideration

38. The Instructor and RW360 agree that this Agreement is being made in consideration of the covenants and conditions contained in this Agreement, and for other good and valuable consideration given and received. By his or her signature below, the Instructor agrees that she/he has received such consideration and that such consideration is sufficient.

IN WITNESS WHEREOF, RW360 and Instructor have executed this Agreement on the date and year first written above.

INSTRUCTOR

Signature

Printed Name

Date

FOR Relational Wisdom 360

Signature

Ken Sande, President

Printed Name

Date