CONTRACTOR AGREEMENT

This Contractor Agreement (this "Agreement") is by and between **B Music Youth LLC**, a North Carolina limited liability company (the "Company"), and the natural person identified as the "Contractor" on the Platform (as defined below) ("Contractor"). This Agreement is made and entered into as of the date (the "Effective Date") on which BMY notifies Contractor that it has accepted Contractor's electronic submission of information and agreement to terms via one or more internet or intranet websites such as Honeybook or a substantially similar electronic transmission system (the "Platform").

The terms of this Agreement that are specific to the relationship between the Company and Contractor (the "Specific Terms") are set forth on the second page of the New Contractor Form (titled "Contractor Information Exhibit A") provided on the Platform and are incorporated herein by reference as is set forth in full herein. The general contractual terms that are common to the Company's relationship with each of its contractors (the "General Terms") are set forth below. In the event of any inconsistency or conflict between any provision of the Specific Terms and any provision of the General Terms, the provisions of the Specific Terms shall control. All references in this Agreement to Sections shall be construed to refer to Sections of the General Terms unless the context explicitly contemplates otherwise.

WHEREAS, the Company and Contractor desire to enter into this Agreement for the purpose of setting forth the terms under which the Company will hire Contractor as an independent contractor to provide the services enumerated below.

NOW, THEREFORE, for and in consideration of this Agreement, the engagement of Contractor and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Engagement. Subject to the contingency set forth in **Section 2**, the Company hereby engages Contractor, and Contractor accepts such engagement as an independent contractor, to provide the services set forth in the Specific Terms (the "Services") and incorporated herein by reference. This engagement is not exclusive, and nothing in this Agreement shall be construed to preclude the Company from soliciting or engaging others to act as contractors or otherwise on behalf of the Company for similar services.

2. Background Check. Contractor hereby agrees to provide the Company with the results of a background check that fulfills the specifications set forth in the Specific Terms. Contractor's engagement by the Company hereunder is contingent upon the Company's satisfaction with the results of such background check.

3. Services.

(a) Contractor represents and warrants to the Company that Contractor has the knowledge, skills and qualifications (and all necessary permits, licenses and certifications) required to undertake all Services specified in the Specific Terms.

(b) Contractor warrants that the Services will be performed in accordance with applicable law and commercially reasonable business standards for such Services, and that

all reports, documentation or other results of such Services shall be fit for their respective intended purpose.

(c) Contractor agrees that, during the term of this Agreement, Contractor will diligently perform Contractor's assigned duties, and abide by the provisions of the published policies of the Company which are currently in effect, if any, and as they are from time to time changed by the Company in such manner as not to conflict materially with the provisions of this Agreement. Contractor's duties are to include those duties specified in the Specific Terms as well as other related duties assigned by the Company from time to time.

(d) Subject to the terms of this Agreement: (i) Contractor has the sole and exclusive right to control and direct the manner and means by which Contractor renders the Services, provided that such manner and means must produce results of a quality reasonably satisfactory to the Company; (ii) Contractor may perform the duties at any time or pursuant to any schedule, provided that the Services are completed within the time periods (including any interim time periods) indicated within the description of the Services, or otherwise specified by the Company; and (iii) Contractor shall have no obligation to follow any particular sequence in performing the Services.

4. Term. Subject to the provisions for termination hereinafter provided, the term of this Agreement shall be for the period specified in the Specific Terms, beginning on the Effective Date (the "Term"). Any extension of the term of this Agreement shall be made by a mutually agreed to written instrument.

5. Compensation. For performance of the Services, Contractor shall receive the fees specified in the Specific Terms. Contractor shall be responsible for all of Contractor's own operating expenses incurred in performing the Services.

6. Equipment, Supplies and Facilities. Contractor shall be solely responsible for providing all equipment and supplies required to perform the Services, unless otherwise specified in the Specific Terms. To the extent that Contractor is required to utilize any software not owned by the Company in performing the Services, Contractor shall comply with all applicable laws and licenses. The Company will determine and administer the locations at which Contractor will perform the Services.

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7. Relationship of Parties.

(a) Contractor shall perform under this Agreement as an independent contractor, and not as an employee, agent, representative, or Contractor of the Company.

(b) Contractor's authority under this Agreement is limited solely to those Services, duties and activities on behalf of the Company as set forth in **Sections 1** and **3**. Contractor shall have no authority to assume or create any obligation or liability, whether express or implied, on behalf of or in the name of the Company or to bind the Company in any manner whatsoever. Without limiting the generality of the foregoing, Contractor shall have no authority to and hereby covenants not to: (i) accept orders for products or services offered on behalf of or in the name of the Company; (ii) use the Company's name, trade names, trademarks or service marks without the Company's prior written consent; (iii) employ, hire or otherwise

engage any person on behalf of or in the name of the Company; or (iv) represent Contractor to be an employee or agent of the Company for any purpose whatsoever.

(c) Nothing contained in this Agreement shall be deemed or construed as creating a joint venture or partnership between Contractor and the Company.

(d) Contractor shall be responsible for providing Contractor's own liability insurance coverage to protect Contractor from any claims made against Contractor, including those that may arise from the Services rendered pursuant to this Agreement.

(e) Subject to **Section 8**, Contractor shall have the right to perform work for others as long as Contractor fulfills Contractor's obligations hereunder.

8. Non-solicitation; Non-competition. During the Term and for a period of eighteen (18) months thereafter (regardless of whether any party is in default hereunder), neither Contractor nor any of its Affiliates shall, without the prior written consent of BMY, directly or indirectly, (i) solicit, hire or recruit, or attempt to solicit, hire or recruit, any officer, director, employee or individual independent contractor of BMY or induce the termination of employment or engagement of any of the foregoing or (ii) perform services or work (or become employed or engaged to perform services or work) for or with any Covered Person, or engage any Covered Person to perform services or work, that is in any way the same, similar or related to any services or work performed by BMY or Contractor for or with any participant in any of BMY's programs or any independent contractor of BMY. For the purposes hereof, (x) a "Covered Person" is any person or organization with whom Contractor has had any substantial or non-incidental contact by reason of Contractor's relationship with BMY during the eighteen (18) months preceding the termination of this Agreement and (y) an "Affiliate" of a party shall mean any other person or entity that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such party, and the term "control" (including the terms "controlled by" and "under common control with") shall mean the direct or indirect power to direct or cause the direction of the management and policies of a person or entity, whether through the ownership or control of the voting securities of a person or entity, by contract or otherwise. The non-solicitation obligations set forth in this **Section 8** explicitly cover all forms of oral, written or electronic communication, including, but not limited to, communications by email, regular mail, express mail, telephone, fax, instant message, text message and social media, including, but not limited to, Facebook, LinkedIn, Instagram, Twitter and any other social media platform, whether or not in existence at the time of entering into this Agreement. Notwithstanding anything set forth in clause (ii) above, Contractor may perform work in any area of business that does not compete with the BMY and does not involve contacts or knowledge of confidential information developed or acquired by Contractor during the term of this Agreement.

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9. Taxes. Contractor will be responsible for the payment of taxes on Contractor's entire compensation under this Agreement, including income taxes, employment and unemployment, Medicare and social security taxes and other or similar taxes required by application of law. The Company shall not withhold any taxes in connection with the compensation paid to Contractor hereunder. Such payments shall be the sole responsibility of Contractor, and Contractor agrees to file all required forms and make all required payments

appropriate to Contractor's tax status when and as they become due. Contractor agrees to indemnify the Company, and each of its officers, directors and employees from and against all payments, losses, costs, liability, expenses, damages, fines, penalties or judgments (including without limitation actual attorneys' fees and expenses) as a result of a failure by Contractor: (a) to pay all the taxes due in connection with the compensation paid to Contractor under this Agreement, (b) to respond to any administrative inquiry concerning Contractor's payment of such taxes, or (c) to defend against any administrative or judicial proceeding with respect to Contractor's payment of such taxes.

10. Ownership and Proprietary Rights.

(a) *Defined Terms*.

(i) "Company Property" means (A) all Intellectual Property (as defined below) conceived, created, developed, authored or reduced to practice by the Company either (1) prior to the execution of this Agreement or (2) after execution of this Agreement to the extent conceived, created, developed, authored or reduced to practice by the Company outside the scope of the Services, and (B) each other item of Intellectual Property conceived, created, developed, authored or reduced to practice by the Company, whether jointly with Contractor or otherwise. For the avoidance of doubt, Company Property includes the Company's proprietary curriculum for music instruction.

(ii) "Intellectual Property" means works of authorship, inventions, discoveries, processes, techniques, methods, ideas, concepts, know-how, materials and other tangible and intangible work product of any nature whatsoever and all printed, physical and electronic copies and other tangible embodiments of any of the foregoing.

(b) *Limitations and Restrictions*. Contractor acknowledges and agrees it shall: (i) not disclose or grant access to any Company Property to any third party; (ii) implement and maintain commercially reasonable measures to safeguard all Company Property from unauthorized access or use by any third party; (iii) not assign, transfer, lease, rent, lend, sell, sublicense, distribute, publish or otherwise make available any Company Property, or any license granted under this Agreement, in whole or in part, to any third-party, including on a timesharing, software-as-a-service or other similar basis; (iv) not remove, obscure or alter any copyright, trademark, patent or proprietary notice affixed to the media or packaging of any Company Property or displayed by or in any Company Property; (v) not access or use any Company Property in any manner or for any purpose that infringes, misappropriates or otherwise violates any intellectual property right, privacy right or other right of any third party, or that violates any applicable law; and (vi) not access or use any Company Property for purposes of benchmarking or competitive analysis, developing, producing, marketing, distributing, licensing or selling any product or service that may compete with the Company Property, or disclosing to the Company's competitors, for any purpose, otherwise non-public information about the Company Property.

(c) *Proprietary Rights*. As between the Company and Contractor, the Company is, and shall remain, the sole and exclusive owner of all right, title and interest in and to all Company Property, including with respect to any enhancements, improvements or derivative works of any of the foregoing, and including all intellectual property rights therein,

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subject only to the rights the Company expressly grants to Contractor herein. To the extent that, as a matter of law, Contractor is deemed to have any proprietary or ownership rights to or interest in any Company Property based upon ideas, suggestions, specifications or joint contributions submitted by Contractor to the Company, Contractor hereby irrevocably assigns to the Company such rights and interests, together with all intellectual property rights therein. Upon reasonable written request of the Company and at the Company's sole cost and expense, Contractor shall take such further actions, including execution and delivery of instruments of conveyance necessary to perfect the assignment of intellectual property rights in the United States and foreign countries, as may be necessary to give full and proper effect to such assignment. Nothing in this Agreement grants to Contractor or any third party, by implication, waiver, estoppel or otherwise, any license, right, title or interest, including any intellectual property rights, in or to any Company Property.

11. Confidentiality and Privacy.

(a) *Confidential Information*. For purposes of this Agreement, "Confidential Information" shall mean all or any of the following, in each case whether disclosed to or accessed by Contractor prior to, on or after the Effective Date: (i) Company Property; (ii) Intellectual Property; (iii) information or material proprietary to the Company; (iv) information not generally known by non-Company personnel (other than persons subject to confidentiality); (v) tangible and intangible information, including, without limitation, technical, financial, commercial and proprietary information, know-how, and trade secrets of any description, whether created or produced by the Company, or any person on behalf of the Company, that concerns or relates to the business, operations, plans, clients or technology of the Company or is otherwise acquired or disclosed in anticipation of, during, or as a result of, or in any way connected with, this Agreement; (vi) all Personal Information (as defined below); and/or (vii) information which Contractor made or makes, conceived or conceives, developed or develops or obtained or obtains through or has access to as a result of Contractor's providing the Services to the Company hereunder (including information received, originated, discovered or developed in whole or in part by Contractor and including all Work Product, as defined below). Confidential Information also includes any information which the Company obtains from another party and which the Company treats as proprietary, whether or not owned or developed by the Company, including without limitation information of or concerning the Company's licensees. The failure of the Company to mark any of the above described information as proprietary, confidential, or secret shall not affect its status as part of the Confidential Information hereunder.

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(b) *Exclusions*. Notwithstanding the foregoing, the term Confidential Information shall not include any information that: (i) is now or later made known to the public through legal means and no fault of Contractor; (ii) Contractor can show was in Contractor's possession prior to the earliest disclosure by the Company, as evidenced by written documents in Contractor's files (other than information prepared by Contractor in connection with the Services); (iii) is rightfully received by Contractor from a third party having no obligation of confidentiality to the Company; (iv) is independently developed by Contractor without access to or reliance upon the Confidential Information; or (v) is disclosed by Contractor after receipt of written permission from the Company. If Contractor is requested or required by subpoena, court order, or similar process to disclose any Confidential Information, the parties agree that

Contractor will provide the Company with prompt notice of such request(s) so that the Company may seek an appropriate protective order and/or waive Contractor's compliance with the provisions of this Agreement.

(c) *No Disclosure or Use*. Contractor shall hold in strictest confidence and shall not, except in the course of performing Contractor's obligations under this Agreement or pursuant to written authorization from the Company, at any time during or after the Term: (i) directly or indirectly reveal, report, publish, disclose or transfer Confidential Information or any part thereof to any person or entity; (ii) use any Confidential Information or any part thereof for any purpose other than to perform Services in connection with this Agreement; or (iii) assist any person or entity other than the Company to secure any benefit from Confidential Information or any part thereof.

(d) *Duty to Safeguard*. During and after the Term, Contractor shall: (i) use the same degree of care (and in any event not less than reasonable care) to safeguard the confidentiality of the Confidential Information that Contractor uses to protect Contractor's own secret information and (ii) limit any disclosure of the Confidential Information only to those of Contractor's employees, Contractors or agents who have a need to know, are bound by confidentiality obligations to Contractor and are advised of Contractor's obligations hereunder.

(e) *Trade Secrets*. Contractor understands that Contractor shall not be held criminally liable under any federal or state trade secret law for the disclosure of a trade secret that is made (i) in confidence to a federal, state or local government official, either directly or indirectly, or to an attorney and solely for the purpose of reporting or investigating a suspected violation of law; or (ii) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. Further, an individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court proceeding, if the individual files any document containing the trade secret under seal and does not disclosure the trade secret, except pursuant to a court order.

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(f) *Data Privacy*. If Contractor collects, stores or otherwise processes any "personal information," "personal data" or "personally identifiable information" as defined under applicable law (collectively "Personal Information"), Contractor shall store, use and otherwise process such Personal Information in accordance with all applicable laws relating to the privacy and protection of the Personal Information involved ("Data Privacy Laws"), including but not limited to (x) the Family Educational Rights and Privacy Act (FERPA) and its corresponding implementing regulations, as amended from time to time, and (y) applicable state-level student information privacy and data protection laws. Contractor will not access, use, handle, maintain, process, dispose of, transmit or disclose Personal Information other than as necessary to perform the Services or in accordance with the specific instructions it has received from Company. Contractor will not sell any Personal Information to any third parties and will disseminate Personal Information to third parties only upon the Company's prior express instructions. Contractor will cooperate with Company as may be reasonably required to enable Company to comply with Data Privacy Laws, including by reasonably assisting Company in complying with individuals' rights in regards to their Personal Information under Data Privacy Laws. In furtherance of the foregoing, based on the Personal Information that Contractor will process in

connection with the Services, if Company determines that Data Privacy Laws, Company's contracts with third parties, Company's policies or good industry practice require additional clauses to be executed by Contractor pertaining to Personal Information protection and processing beyond those set forth in this Agreement, then Contractor shall promptly execute such additional clauses as a supplement to this Agreement.

12. Ownership of Materials. Contractor agrees that, as between Company and Contractor, all Confidential Information and all Company Property shall belong exclusively (and without any additional compensation) to the Company. To the extent not covered by the preceding sentence, any ideas, concepts, techniques, inventions, processes, designs, software programs, code, tools, applications, websites, content or works of authorship developed or created by Contractor during the course and in the scope of performing the Services, in each case whether developed or created prior to, on or after the Effective Date (collectively, the "Work Product") shall belong exclusively to the Company and shall, to the extent possible, be considered a "work made for hire" for the Company; to the extent such work is determined not to constitute a "work made for hire" as a matter of law, Contractor hereby irrevocably assigns and transfers to the Company, as of the time of creation of the Work Product, any and all right, title, or interest it may have in such Work Product, including all copyrights, patents, trade secrets, or other intellectual property rights associated with such Work Product. Upon request of the Company and at the Company's expense, Contractor shall take such further actions, including execution and delivery of instruments of conveyance necessary to obtain legal protection in the United States and foreign countries for such Work Product and for the purpose of vesting title thereto in the Company, or its nominee, as may be appropriate to give full and proper effect to such assignment and to vest in the Company complete title and ownership to such Work Product.

13. Warranty by Contractor. Contractor represents and warrants that Contractor's performance of all terms under this Agreement will not result in a breach of any duty owed by Contractor to another, under contract or otherwise, or violate any confidence of another. Contractor agrees not to disclose to the Company or induce the Company to use any confidential or proprietary information belonging to any of Contractor's previous or present clients or others. Contractor warrants that Contractor has executed no prior non-competition, non-disclosure or confidentiality agreements that would in any way interfere with Contractor's work for the Company. Contractor warrants that Contractor will disclose the participation of any other person in any of Contractor's work for the Company. Contractor represents and warrants that all materials delivered to the Company under this Agreement either shall be Contractor's original work or shall be materials in which Contractor has all valid rights and permissions necessary to grant the rights it grants to the Company hereunder, and that all such materials will not violate any copyright, patent, trade secret or other proprietary right, right of publicity or privacy or any other right of any third party.

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14. Third-Party Obligations. Contractor acknowledges that the Company, from time to time, may have agreements with other persons or entities that impose obligations or restrictions on the Company regarding the Services to be performed by Contractor during the course of this Agreement, or regarding the confidential nature of the Services or confidential or proprietary information of the third party disclosed during or used in performing the Services. Contractor agrees to use Contractor's best efforts to take all action necessary to discharge the obligations of the Company thereunder that are disclosed to Contractor.

15. Non-Disparagement. Contractor agrees not to make any disclosures, issue any statements or otherwise cause to be disclosed any information which is designed, intended or might reasonably be anticipated to disparage the Company, its officers or directors, its business, services, products and/or personnel.

16. Indemnification. Contractor shall indemnify the Company and its officers, directors, employees, agents, and representatives from each and every demand, claim, loss, liability, or damage of any kind, including actual attorneys' fees, whether in tort or contract, that it or any of them may incur by reason of, or arising out of, any claim which is made by any third party with respect to the Services, or any deliverables provided as part of the Services or otherwise caused by the negligence or willful misconduct of Contractor or Contractor's employees or agents.

17. Termination.

(a) This Agreement may be terminated (i) by the Company at any time upon written notice or (ii) by Contractor at any time upon 30 days' written notice. Upon termination, all amounts owing hereunder (including all fees, reimbursements and indemnification obligations) shall be paid and provided to the date of termination.

(b) Upon notice of termination of this Agreement being given, Contractor shall inform the Company of the extent to which performance has been completed through the termination date, shall immediately cease all work in progress unless otherwise expressly agreed by the Company and shall deliver all Company property and all copies thereof to the Company immediately.

(c) Notwithstanding anything herein to the contrary, **Sections 8** through **23** and any other provision of this Agreement which by its terms imposes continuing obligations on the parties shall survive the expiration or termination of this Agreement.

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(d) No Waiver. No waiver of any right or remedy with respect to any occurrence or event shall be deemed a waiver of such right or remedy with respect to such occurrence or event in the future. No waiver of any of Contractor's obligations under this Agreement shall be effective unless in writing and signed by the Company.

18. Reformation/Severability of Agreement. If any provision of this Agreement shall for any reason be held to be invalid or unenforceable, such decision shall not affect, impair or invalidate the remainder of this Agreement but shall be confined in its operation to the provision of this Agreement directly involved in the controversy in which the decision was rendered. If the invalid or unenforceable provision cannot be reformed, the other provisions or applications of this Agreement shall be given full effect, and the invalid or unenforceable provision shall be deemed struck.

19. Assignment. This Agreement shall inure to the benefit of and be binding upon the Company, its successors and assigns, including without limitation any entity which may acquire all or substantially all of the Company's assets and business or into which the Company may be consolidated or merged, and Contractor and Contractor's heirs, executors, administrators,

affiliates and legal representatives. Contractor may not assign or otherwise in any manner transfer or delegate any of Contractor's obligations under this Agreement.

20. Governing Law. This Agreement shall be governed by the laws of the State of North Carolina, except with regard to the conflict of laws rules of such state.

21. Enforcement. Because Contractor's services are personal and unique, because Contractor will have access to and become acquainted with the Confidential Information and because Company would not have an adequate remedy at law for the breach or threatened breach of this Agreement, Contractor expressly consents to the enforcement of this Agreement and any of its provisions by temporary restraining order, preliminary injunction, permanent injunction, specific performance or other equitable relief, without bond and without prejudice to any other rights and remedies that Company may have for a breach of this Agreement.

22. Entire Agreement. The Agreement embodies the entire agreement between the Company and Contractor relating to the subject matter hereof and supersedes all prior negotiations, understandings or agreements (oral or written), between the parties regarding the subject matter of this Agreement (and all past dealing or industry custom). No changes, modifications or amendments of any term shall be valid unless agreed upon by the parties in writing.

23. Electronic Agreement. This Agreement shall become effective, without signature, on the Effective Date.

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