**Adizes Institute, LLC**

**Associate Independent Contractor Agreement**

1. **Parties.** This Associate Independent Contractor Agreement (“**Agreement**”) is entered into by and between The Adizes Institute LLC (“**Adizes**”), with its principal place of business located at at 1212 Mark Ave., Carpinteria CA, 93013 and Alexander Tynyanskikh (“**Associate**”), with a principal place of business located at Moscow, Russia.
2. **Services.** Associate shall provide services related to delivery of Adizes’ methodology (the “**Services**”) as requested by Adizes from time to time in accordance with the applicable Statement of Work, which is attached hereto as ***Exhibit ‘A’ – Scope of Services*** and by this reference made a part hereof.
3. **Compensation**. Associate shall be paid in accordance with ***Exhibit ‘B’ – Compensation***, which Adizes may modify from time to time with 30 days’ notice to Associate. Should Associate object to the modified compensation, it shall give notice to Adizes within 10 days, and may complete any Services in process at the previously compensation rates.
4. **Term.** The term of this Agreement (the "**Term**") shall commence on June the 6th , 2019 and shall remain in effect until terminated by either party with at least 30 days’ notice to the other. Any compensation due to Associate for Services before termination date will still be paid provided the criteria in the Scope of Services is met.
5. **Delegation.** Associate shall not subcontract or delegate its responsibilities to any third party without Adizes’ prior written consent, which shall not be unreasonably withheld.
6. **No Guarantee of Continuous Work.** Associate understands that Adizes has made no promises or representations whatsoever as to the amount or potential amount of opportunities or revenue Associate can expect at any time during the Term of this Agreement. Associate acknowledges that Adizes may enter into similar agreements with parties other than Associate for services similar to those which may be provided by Associate hereunder.
7. **Termination for Cause.** In the event of a material breach which is not cured within a five (5) days’ notice, the non-breaching party may terminate this Agreement without further obligations to the other, but such termination does not relieve the breaching party of liability for its prior actions.
8. **Warranties by Associate.** 
   1. Associate warrants that they have the appropriate skills, experience and expertise to enable Associate to perform the tasks required hereunder without supervision by Adizes.
   2. Associate holds all necessary licenses, permits, insurance, and other regulatory compliance items necessary for Associate to lawfully operated in the jurisdictions where Associate will be performing its services.
   3. Associate shall perform the Services in a timely and professional manner. All work product, deliverables and materials created hereunder shall be in accordance with industry standards.
   4. Associate has full power and authority to enter into and fully perform this Agreement. No agreement or understanding with a third party exists that would interfere with Associate’s obligations hereunder or the performance of the Services by Associate.
9. **Ownership of Work Product.** All work product created by the Services performed by Associate in connection with this Agreement shall be the property of Adizes. Adizes shall have all right, title and interest in, the results of the Services and any parts thereof. Associate hereby irrevocably sells and assigns to Adizes all right, title and interest in the results of the Services and any parts thereof.
10. **Taxes.** Associate shall be solely responsible for the payment of all taxes and assessments relating to Associate’s compensation (including compensation paid to Associate’s agents or employees) hereunder. Associate shall comply with all requirements of federal and state laws relating thereto, and hereby agrees to defend, indemnify and hold harmless Adizes for any and all taxes, penalties and/or interest which may become due as a result of the Services performed by Associate (or Associate’s agents or employees) under this Agreement. Adizes will inform Associate of the total amount of payments made on a calendar year basis prior to January 31 of the following year and will report such payments to the Internal Revenue Service as required by law.
11. **Independent Contractor Relationship.** The relationship of Associate to Adizes shall be that of an independent contractor. Nothing herein shall be deemed or construed to create a joint venture, partnership, agency or employee/employer relationship between the parties. Associate shall not be entitled to any wages or benefits afforded to employees of Adizes. Associate shall be solely responsible for the payment of all taxes and assessments hereunder and shall comply with all other requirements of federal and state laws relating thereto, including but not limited to obtaining a business license and any insurance for Associate or Associate’s employees. Associate shall have no authority to enter into any contract or otherwise obligate Adizes to any third party without the express written authorization of Adizes.
12. **Hours and Work Location.** Associate’s primary place of business shall be the address of the Associate shown above, notwithstanding where Associate arranges deliver the Services, which may be Adizes’ office or Adizes’ clients’ offices.
13. **Expenses**. Associate’s only remuneration is the compensation provided for in Exhibit ‘B’. Unless expressly provided for in writing by Adizes, Associate alone is solely responsible for any expenses incurred in the performance of Associate’s duties, including but not limited to marketing, vehicle, travel, meals, or entertainment expenses.
14. **Code of Ethics.** Associate shall abide by Adizes’ Code of Ethics, as revised from time to time, the current version of which is attached to this Agreement as ***Exhibit ‘C’ – Code of Ethics.***
15. **Use of Associate’s Likeness and Contact Information.** Associate grants Adizes a license to use Associate’s photograph, likeness, and contact information on the Adizes website and related marketing materials, during and after the Term of this Agreement. Should Associate revoke this license with notice to Adizes, Adizes shall have 30 days to remove such information from its website or similar electronic marketing, but may be permitted to use its supply of printed materials until exhausted.
16. **Adizes Intellectual Property**. Associate acknowledges that it is granted a license to utilize certain intellectual property (“IP”) of Adizes in conjunction with the delivery of its Services, and that use of such IP is limited to the scope necessary to provide those Services. Upon the expiration or termination of this Agreement, Associate’ license to use Adizes IP is revoked. Associate shall not take any action that would infringe upon Adizes IP in any way.
17. **Confidential Information.** Associate acknowledges that, as a result of this relationship, they may be making use of, acquiring or adding to information which is confidential to Adizes (the "Confidential Information") and the Confidential Information is the exclusive property of Adizes. The Confidential Information may include data and information relating to Adizes’s business, including but not limited to, proprietary records, trade secrets, and client records to which access is obtained by Adizes. The Confidential Information will also include any information that has been disclosed by a third party to Adizes and is governed by a non-disclosure agreement entered into between that third party and Adizes. For the avoidance of doubt, all records related to Adizes’s clients, including prospective clients that Associate is pursuing within the scope of the Services, is deemed to be Confidential Information. Confidential Information will not include information that:
    1. Is generally known to the public or in the industry in which Adizes operates;
    2. Is now or subsequently becomes generally available to the public through no wrongful act of Associate;
    3. Was rightfully in the possession of Associate prior to the disclosure to Associate by Adizes or its clients;
    4. Is independently created by Associate, for reasons unrelated to the Services, without being derived from any other Confidential Information; or
    5. Associate rightfully obtains from a third party who has the right to transfer or disclose it.
18. **Duties and Obligations Concerning Confidential Information.** Associate agrees that a material term of this Agreement is to keep all Confidential Information absolutely confidential and protect its release from the public. Associate agrees not to divulge, reveal, report or use, for any purpose, any of the Confidential Information which Associate has obtained or which was disclosed to Associate by Adizes as a result of this Agreement. Associate agrees that if there is any question as to such disclosure then Associate will seek out senior management of Adizes prior to making any disclosure of Adizes’ information that may be covered by this Agreement. Associate agrees and acknowledges that the Confidential Information is of a proprietary and confidential nature and that any disclosure of the Confidential Information to a third party in breach of this Agreement cannot be reasonably or adequately compensated for in money damages, would cause irreparable injury to Adizes, would gravely affect the effective and successful conduct of Adizes’ business and goodwill, and would be a material breach of this Agreement. The obligations to ensure and protect the confidentiality of the Confidential Information imposed on Associate in this Agreement and any obligations to provide notice under this Agreement will survive the expiration or termination of this Agreement and will continue for the maximum time period permitted under law for three (3) years from the date of such expiration or termination. Associate may only disclose any of the Confidential Information:
    1. To a third party where Adizes has consented in writing to such disclosure; and
    2. To the extent required by law or by the request or requirement of any judicial, legislative, administrative or other governmental body.
    3. If Associate loses or makes an inadvertent unauthorized disclosure of any of the Confidential Information, Associate will immediately notify Adizes and take all reasonable steps necessary to retrieve the lost or improperly disclosed Confidential Information.
19. **Storage of Confidential Information.** Associate shall store Confidential Information only on devices and systems that provide reasonable access protection (such as passwords or other identification methods), including but not limited to mobile phones, laptop computers, and customer relationship management (CRM) software. Adizes hall only use a Adizes provided email address for any and all communications related to the Services.
20. **Return of Confidential Information.** Associate agrees that, upon request of Adizes or upon termination or expiration of this Agreement, Associate will turn over to Adizes all Confidential Information belonging to Adizes, including but not limited to, all hardware, software, documents, plans, specifications, disks or other computer media, as well as any duplicates or backups made of that Confidential Information in whatever form or media, in the possession or control of Associate that may contain or be derived from ideas, concepts, creations, or trade secrets Confidential Information as defined in this Agreement.
21. **Solicitation of Employees or Clients.** Associate agrees that during the term of this Agreement, and for three (3) years following its expiration or termination, they will not, without Adizes’s express written consent, contact or solicit employees or other Associates the Adizes for the purpose of hiring them, and will not solicit the business of any Adizes client other than for the Services herein.
22. **Insider Trading and Profiteering.** Associate acknowledges that it may learn of certain information about Adizes clients which is not generally known to the public. Associate is reminded that any use of such information for the purposes of trading in clients’ securities or other forms of insider profiteering is prohibited by multiple civil and criminal statutes, and that Associate is personally responsible for its own conduct in this area. Adizes does not provide is Associates any legal advice as to regulatory compliance, and Associate shall seek its own legal counsel should it require such advice.
23. **Indemnification**. Associate shall defend, hold harmless and indemnify Adizes, his affiliates and each of their directors, officers, employees and/or agents, from and against any and all claims, actions, demands, suits, judgments, liabilities, fines, costs, penalties, expenses, attorneys' fees, and losses or injuries of any kind whatsoever, actually or allegedly resulting from or in connection with (i) the Services, (ii) the materials provided by Associate to Adizes, (iii) the performance of this Agreement, (iv) the omission or commission of any act, lawful or unlawful, by Associate, whether or not such act is within the scope of this Agreement, or (v) any injuries sustained by Associate while on Adizes’s premises or while performing the Services. Associate shall use counsel satisfactory to Adizes in the defense of any allegations. The provisions of this Section shall survive the expiration or termination of this Agreement.
24. **Notices.** All notices under this Agreement shall be in via email. Notices shall be addressed as follows:

Notice to Adizes: Notice to Associate:

[Peter@adizes.com](mailto:Peter@adizes.com) tynyanskikh@me.com

With a copy to: Shoham@Adizes.com

The parties may change the email address for notice by compliance with this Section with reasonable notice to the other.

1. **Miscellaneous.** This Agreement (i) constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior negotiations, representations and agreements between the parties with respect to such subject matter; (ii) shall be governed by and construed in accordance with the laws of the State of California; (iii) may only be amended by written agreement of the parties, dated after the date hereof; and (iv) shall be binding upon the successors and permitted assigns of the parties, provided that neither party may assign or delegate any portion of this Agreement without the prior written consent of the other party. The parties consent to the exclusive jurisdiction of the state and federal courts located in California, Santa Barbara County in connection with any disputes, claims or actions.
2. **Severability. If any provision of this Agreement is held invalid or unenforceable, the reminder of this Agreement will remain valid and in full force and effect.**

IN WITNESS WHEREOF, Associate and Adizes have executed this Agreement as of the date first set forth above.

*Signatures follow next page*

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| --- | --- |
| **Adizes, LLC**  By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Shoham Adizes, President  Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | **Alexander Tynyanskikh**  By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Alexander Tynyanskikh, individually  Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

**Exhibit ‘A’**

**to**

**Associate Independent Contractor Agreement**

**Scope of Services**

In accordance with the attached Associate Independent Contractor Agreement, Associate’s scope of services shall be:

**1)**

P

* Deliver Adizes Professional Services to client organizations
* Sell Adizes Services
* Help develop the Adizes brand in area
* Help facilitate the translation of materials into local language if neccesary

A

* Fill out Client Activity Reports (CARs)
* Report on your activity on a monthly basis on Jiveon
* Coordinate your delivery activity with your assigned program director, professional director and other associates working on the same clients as you by attending client review sessions
* Stay updated on and adhere to all marketing (branding) and administration protocols

E

* Contribute to the development of the Adizes methodology through the sharing of knowledge and experiences both online (Jiveon & ECHO) and during colloquium.
* Assist in the development of the Adizes brand through lecturing and writing articles
* Continuously developing yourself as an associate through continuous education

I

* Cooperate with the other associates

1. At no time may Associate deliver any Phase of Adizes’ methodology to a client that Associate is not currently certified to provide. Adizes will provide Associate with a list of those Phases which Associate is certified in, and Associate shall be responsible for maintaining current certification standards prior to delivering any Phases.
2. Associate shall not, during the term of this Agreement, provide services that are substantially similar to those provided by the Adizes Services in organizational transformation consulting and training for any organization other than an Adizes licensed office.  It is stipulated that the following services, which are examples and not inclusive, do not compete with the Adizes Services:
   1. Personal, business and executive coaching (ICF methodology)
   2. MBTI assessment and consulting (Myers-Briggs Type Indicator methodology)
3. Unless assigned as a trainer by The Adizes Graduate School, Associate may not train others within Adizes except for:
   1. Conceptual Foundations of the Adizes Methodology (Phase 0)
   2. Synerteam Training (Phase IIe)
   3. Synerteam Administrators Training (Phase IIa)
   4. Synerteam Implementors Training (Phase IIp)
   5. Phase III Participants Training

**Definitions:**

* [if any terms related to Scope of Services need to be defined, do so here].

**Exhibit ‘B’**

**to**

**Associate Independent Contractor Agreement**

**Compensation**

In accordance with the attached Associate Independent Contractor Agreement, Associate’s compensation shall be:

1. As agreed
2. Within 30 days of the end of each calendar month in which Associate renders Services to Adizes, Associate shall provide Adizes with a reasonably detailed invoice for such services. Unless Adizes objects to or requests clarification of Associate’s invoice within 5 days of receipt, Adizes shall pay Associate’s invoices within 15 days of receipt.
3. Associate’s compensation above, as well as the compensation of other Adizes Associates, is deemed to be Confidential Information as within this Agreement.

**Exhibit ‘C’**

**to**

**Associate Independent Contractor Agreement**

**Code of Ethics**

Available upon request