

INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contractor and Confidentiality Agreement (this “Agreement”) is entered into as of the date of the last signature below (the “Effective Date”), by and between Michaels Stores Procurement Company, Inc., a Delaware corporation, having its principal office at 8000 Bent Branch Drive, Irving, Texas (“Michaels”), and _____, having his/her principal office at _____ (“Instructor”). Michaels and Instructor are referred to herein individually as a “Party” and collectively as the “Parties”. For and in consideration of the mutual promises contained herein, the Parties hereby agree as follows:

1. NATURE OF SERVICES

Michaels hereby engages Instructor, and Instructor hereby accepts such engagement, as an Independent Contractor to teach classes in relation to Arts and Crafts, while using and highlighting Michaels products which have been mutually agreed upon in advance between Instructor and Michaels (“Services”).

1.1 The Instructor shall be responsible for any and all expenses incurred in the course of providing the Services, including but not limited to any tools or supplies required to teach the class or that must be provided to students in the class.

1.2 To the extent Instructor performs any Services on Michaels premises or uses Michaels equipment, Instructor shall comply with all applicable policies of Michaels relating to business and office conduct, privacy and anti-discrimination, health and safety and use of Michaels facilities, supplies, information technology, equipment, networks and other resources.

2. AGREEMENT; TERM.

2.1 Non-Exclusivity. Both Parties acknowledge that this Agreement is non-exclusive, in that Michaels may utilize the services of others, and Instructor may provide services to others so long as those services are not inconsistent with this Agreement.

2.2 Term. Subject to the provisions and conditions of this Agreement, the term of this Agreement (the “**Term**”) shall commence on the Effective Date and continue until terminated in accordance with Section 9 of this Agreement.

3. FEES AND EXPENSES

3.1 During the Term, the Instructor shall be entitled to 70% split of total class fees from each class taught. Payment will be made directly to Instructor through AnyRoad.

3.2 Michaels will be paid by AnyRoad a 30% split of total class fees from each class taught.

4. RELATIONSHIP OF THE PARTIES

4.1 Instructor is an independent contractor, and this Agreement shall not be construed to create any association, partnership, joint venture, employee or agency relationship between Instructor and Michaels for any purpose. Instructor shall have no authority (and shall not hold his/herself out as having authority) to bind Michaels and

Instructor shall not make any agreements or representations on Michaels behalf without Michaels prior written consent.

4.2 Without limiting Paragraph 4.1, Instructor, as an independent contractor, will not be eligible to participate in any vacation, group medical or life insurance, disability, profit sharing or retirement benefits, employee discounts, or any other fringe benefits or benefit plans offered by Michaels to its employees. Michaels is not responsible for, and Instructor agrees to report all income received by Instructor pursuant to this Agreement, and Instructor agrees to and acknowledges the obligation to pay all self-employment and other taxes thereon including applicable federal, state and local income taxes, unemployment insurance, workers' compensation insurance, disability insurance, Social Security taxes and other charges. All payments to Instructor are made by AnyRoad pursuant to the Terms for Teacher Payments Agreement entered into between AnyRoad and Instructor. Instructor further agrees to indemnify Michaels and hold Michaels harmless from any and all claims made by any entity on account of an alleged failure by Instructor or Michaels to satisfy such withholding or other obligation. Any persons employed or engaged by Instructor in connection with the performance of this Agreement shall be Instructor's employees, contractors, or agents, and Instructor shall be fully responsible for them and indemnify Michaels against any claims made by or on behalf of any such employees, contractors, or agents. Instructor agrees to provide Michaels with a completed IRS Form W-9 upon the effective date of this Agreement.

4.3 Instructor acknowledges and agrees to direct any and all questions, concerns or comments to Michaels Support Center by emailing instructors@michaels.com. Instructor understands and agrees to adhere to the Community Classroom Guidelines and Rules attached here as **Exhibit A**. Instructor further understands that in the event Instructor engaged in conduct deemed to be inappropriate or unlawful, Michaels reserves the right to remove Instructor from its premises.

4.4 The Instructor may not teach or bring to the store, any project that uses power tools, soldering tools (over a certain temp), weapons, excessively sharp or dangerous items

4.5 The Instructor may not use Michaels social platforms to promote, comment their class.

5. CONFIDENTIALITY

5.1 Instructor acknowledges that Instructor will have access to information that is treated as confidential and proprietary by Michaels, including, without limitation, the existence and terms of this Agreement, trade secrets, technology, and information pertaining to business operations and strategies, customers (including Personally Identifiable Information "PII"), pricing, customer lists, customer telephone numbers and addresses, or other confidential information of Michaels, its Affiliates or their suppliers or customers, in each case whether spoken, written, printed, electronic or in any other form or medium (collectively, the **Confidential Information**). Any Confidential Information that Instructor develops in connection with the Services, including but not limited to any customer information, shall be subject to the terms and conditions of this Paragraph. Instructor agrees to treat all Confidential Information as strictly confidential, not to disclose Confidential Information or permit it to be disclosed, in whole or part, to any third party without the prior written consent of Michaels and any other impacted individual. Instructor agrees not to use any Confidential Information for any purpose except as required in the performance of this Agreement. Instructor shall notify Michaels immediately in the event Instructor becomes aware of any loss or disclosure of any Confidential Information.

"**Affiliate**" means, with respect to any entity, any other entity directly or indirectly controlling or controlled by, or under common control with, such entity. For purposes of this Agreement, "control" (including the terms "controlled

by” and “under common control with”) shall mean the power, directly or indirectly, to direct or cause the direction of the management and policies of such entity, whether through the ownership of voting securities or otherwise.

6. REPRESENTATIONS AND WARRANTIES

6.1 Instructor represents and warrants to Michaels that:

(a) Instructor has the right to enter into this Agreement, to grant the rights granted herein and to perform fully all of Instructor’s obligations in this Agreement;

(b) Instructor’s entering into this Agreement with Michaels and Instructor’s performance of the Services do not and will not conflict with or result in any breach or default under any other agreement to which Instructor are subject and Instructor’s Services do not and will not violate or infringe upon the intellectual property right or any other right whatsoever of any person, firm, corporation or other entity;

(c) Instructor has the required skill, experience and qualifications to perform the Services, Instructor shall perform the Services in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and Instructor shall devote sufficient resources to ensure that the Services are performed in a timely and reliable manner;

(d) Instructor shall perform the Services in compliance with all applicable federal, state and local laws and regulations; and

(e) Instructor shall perform their duties with a high level of professionalism, providing Services in a competent manner, and treating everyone with respect so no one would ever feel mistreated. While the Instructor is free to teach at any location, the Instructor agrees that while instructing at Michaels locations, Instructor will not advertise products or classes for locations other than Michaels. In the event an Instructor does not meet this standard of professionalism, Michaels reserves the right to terminate the Instructors assignment at Michaels.

(f) Instructor affirms that Instructor is customarily engaged in an independently established business which is distinct from Michaels’ business.

(g) Instructor’s work (including the accuracy and completeness of any documentation) shall be of the highest professional quality and free of any material defects in quality or workmanship. All Services shall be merchantable and free of any and all claims as to ownership or control over the Services, any products or designs completed therein or any intellectual property rights related thereto.

(h) Instructor may, at Instructor’s own expense, employ such assistants as Instructor deems necessary to perform the services required of Instructor by this Agreement. Instructor assumes full and sole responsibility for the payment of all compensation and expenses of these assistants and for all federal, state and local income taxes, unemployment insurance, workers’ compensation insurance (which covers Instructor and Instructor’s employees), disability insurance, Social Security taxes, and other applicable withholdings. Instructor must also obtain prior written approval from the Company before using or disclosing any Confidential Information to any such assistants or bringing any such assistant onto the Company’s property, subject to any reasonable, additional terms or conditions of the Company in light of the nature of such request by Instructor. Such assistants must execute the Company’s standard confidentiality agreement before commencing any work under this Agreement.

(i) Instructor shall determine the method of accomplishing Instructor’s Services. Instructor shall be free from the control and direction of Michaels in accomplishing the Services contracted herein.

6.2 Michaels hereby represents and warrants to Instructor that:

(a) it has the full right, powers and authority to enter into this Agreement and to perform its obligations hereunder; and

(b) the execution of this Agreement by its representative whose signature is set forth at the end hereof has been duly authorized by all necessary corporate action.

7. INDEMNIFICATION

7.1 Instructor shall indemnify, defend and hold harmless Michaels and its Affiliates, and each of their officers, shareholders, directors, employees and agents (collectively, the “Michaels Indemnified Parties”), from and against any and all third party claims, demands, proceedings, suits and actions, including any related liabilities, obligations, losses, damages, fines, judgments, settlements, expenses (including attorneys’ and accountants’ fees and disbursements) and costs (each, a “Claim” and collectively, “Claims”), incurred by, borne by or asserted against any of the Michaels Indemnified Parties to the extent such Claims relate to, arise out of or result from: (i) any alleged intentional or wilful misconduct or alleged negligence of Instructor, or Instructor’s employee, contractor, or agent; (ii) breach of this Agreement, including any representation or warranty of Instructor contained in Section 6 above; (iii) any actual or alleged infringement or misappropriation of any third party’s IP Rights by any of the Deliverables or Services; (iv) a determination by a court or agency that Instructor, or Instructor’s employees, contractors or agents are not an independent contractor; (v) any and all claims arising out of any injury, disability, or death of any of Instructor’s employees, contractors, or agents. Michaels may satisfy such indemnity (in whole or in part) by way of deduction from any payment due to Instructor, unless otherwise prohibited by law.

8. INSURANCE

During the Term, Instructor shall maintain in force and effect during the term of this Agreement, all insurance coverages required by law. Instructor shall forward a certificate of insurance verifying such insurance upon Michaels written request, which certificate will indicate that such insurance policies may not be cancelled before the expiration of a thirty (30) day notification period and that Michaels will be immediately notified in writing of any such notice of termination.

9. TERMINATION OF ASSIGNMENT

9.1 Either party may terminate this Agreement without cause upon ten (10) days’ written notice to the other party. In the event of termination pursuant to this Paragraph, Michaels shall pay Instructor any Fees then due and payable for any Services completed up to and including the date of such termination.

9.2 Either party may immediately terminate this Agreement upon written notice if the other party materially breaches any term or condition of this Agreement.

Upon expiration or termination of this Agreement for any reason, or at any other time upon a party’s written request, Instructor shall promptly return to Michaels any and all of its property, including without limitation, equipment, tools, materials, customer lists, and Confidential Information that was used by Instructor while teaching at Michaels. Instructor also shall permanently erase all of the Confidential Information from Instructor’s computer systems; and certify in writing to Michaels that Instructor has complied with the requirements of this Paragraph.

9.3 The terms and conditions of this Paragraph 9 and Paragraph 4, Paragraph 5, Paragraph 6, Paragraph 7 and Paragraph 11 shall survive the expiration or termination of this Agreement.

10. ASSIGNMENT

Instructor shall not assign any rights, or delegate or subcontract any obligations, under this Agreement without Michaels prior written consent. Any assignment in violation of the foregoing shall be deemed null and void.

11. MISCELLANEOUS

11.1 EXPORT CONTROL. Instructor shall not export, directly or indirectly, any technical data acquired from Michaels, or any products utilizing any such data, to any country in violation of any applicable export laws or regulations.

11.2 NO PUBLICITY. Neither Party will issue a press release, advertisement or public statement, either orally or in writing, concerning the existence of this Agreement or any Statements of Work, its contents or the transactions contemplated by it without the express written consent of the other.

11.3 SCOPE OF RIGHTS. Each of Michaels and its Affiliates will have the right to use the Services for the benefit of itself and its Affiliates and customers.

11.4 RELATIONSHIP OF PARTIES. Nothing in this Agreement is intended or will be construed to create or establish any employment, agency, partnership or joint venture relationship between the Parties. The Parties expressly disclaim such relationship, agree that Instructor is acting solely as independent contractor hereunder and agree that the Parties have no fiduciary duty to one another or any other special or implied duties that are not expressly stated herein. Instructor has no authority to act as agent for, or to incur any obligations on behalf of or in the name of, Michaels or its Affiliates.

11.5 NO LICENSE OR OTHER IP RIGHTS GRANTED. Except as specially provided by this Agreement, nothing herein will be construed as granting or conferring, expressly, implied or otherwise, any licenses or other IP Rights which Michaels now owns or may later acquire.

11.6 SUCCESSORS AND ASSIGNS. This Agreement will be binding upon, and will inure to the benefit of, the permitted successors and assigns of each Party hereto. Instructor may not assign, delegate or otherwise convey this Agreement, or any of its rights and obligations hereunder, to any other entity without the prior written consent of Michaels, and any attempted assignment or delegation without such consent will be void. Michaels may assign this Agreement to any Affiliate or any successor in interest to all or any part of Michaels operations, so long as the assignee agrees in writing to be bound by the terms and conditions of this Agreement.

11.7 NOTICES. All notices, reports and other communications required or permitted hereunder to be given to or made upon either Party in writing will be addressed as provided below and will be considered as properly given if (a) sent by an express courier delivery service which provides signed acknowledgments of receipt; (b) deposited in the U.S. certified or registered first class mail, postage prepaid, return receipt requested; or (c) electronic mail. All notices will be effective upon receipt. For the purposes of notice, the addresses of the Parties will be as set forth below; provided, however, that either Party will have the right to change its address for notice hereunder to any other location by giving not less than five (5) days' prior written notice to the other Party in the manner set forth above.

If to Michaels:

Michaels Stores Procurement Company, Inc.

8000 Bent Branch Drive

Irving, TX 75063
Attn: General Counsel
Phone: 972-409-1300

If to Instructor:

11.8 **GOVERNING LAW; INTERPRETATION.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, excluding its choice of law provisions; provided, however, that during the Term, the Uniform Computer Information Transaction Act will not apply even if adopted as part of the laws of the State of Texas. Both Parties hereby consent and submit to the jurisdiction of the state and federal courts in Dallas County, Texas in all questions and controversies arising out of this Agreement. The Parties expressly disclaim the application of the United Nations Convention on Contracts for the International Sale of Goods to this Agreement.

11.9 **COMPLIANCE WITH LAW.** Each Party agrees to comply with all federal, state and local laws and regulations applicable to this Agreement. Each Party represents and warrants that it is qualified to do business in the geographies in which it will perform its obligations under this Agreement, and will obtain all necessary licenses and permits, and satisfy any other legal, regulatory and administrative requirements, necessary to its performance hereunder.

11.10 **SEVERABILITY.** If any one or more of the provisions of this Agreement, or the application thereof in any circumstance, is held to be invalid, illegal or unenforceable in any respect for any reason, the validity, legality and enforceability of any such provision in every other respect and the remaining provisions of this Agreement will be unimpaired, and this Agreement will continue in full force and effect, unless the provisions held invalid, illegal or unenforceable will substantially impair the benefits of the remaining provisions hereof.

ENTIRE AGREEMENT.

11.11 This AGREEMENT, together with the Mutual Agreement to Arbitrate Claims, which is hereby incorporated by reference and survives this AGREEMENT, constitutes the entire agreement between Instructor and the Michaels, and supersedes all prior and contemporaneous agreements and understandings, written or oral, concerning Instructor's Services to Michaels, the termination thereof, and all related matters. No modification, amendment or waiver of any of the provisions of this Agreement shall be effective unless made in writing specifically referring to this Agreement and duly signed by an authorized officer or agent for each party hereto.

THE PARTIES HERETO have caused the Agreement to be executed by their duly authorized representatives as of the Effective Date.

