

Letter of Agreement for Independent Contractor Services

Write Well University™
Onyx Online Education, LLC

AGREEMENT entered into as of _____ between the Director and the Sponsoring Organization as listed below.

(Hereinafter referred to as the “Sponsoring Organization or Client”) and **Ashan R. Hampton**, (Hereinafter referred to as the “Director”).

For purposes of this Agreement, ‘Director,’ refers to the owner/instructor; ‘Write Well University™’ is the registered DBA/fictitious name, and ‘Onyx Online Education, LLC’ is the registered business name which may be used interchangeably.

The Parties hereto agree as follows:

Sponsoring Organization: _____

Representative’s Name: _____ **Contact Phone:** _____

Email: _____

How will the group enrollment fee be paid?

Credit/Debit _____ **Check/Money Order** _____ **Zelle (ACH)** _____



1. **Services to be Rendered.** The Director agrees to perform the following services for the Client: Provide online workplace communications courses via the Director’s proprietary LMS web-based online course platform in the form of group enrollment for single courses or custom course bundles delivered to participants from the Sponsoring Organization. The terms “courses” and “classes” are used interchangeably throughout. All fees must be paid before group course enrollment begins.

Name of Class(es):

2. **Access (Duration):** _____ **Start Date:** _____

3. **Number of Participants:** _____

4. **Proposal Incorporation:** The terms and conditions in the *Write Well University™ Business Proposal* is hereby incorporated by reference into this Agreement and, together with this Contract/Letter of Agreement, and invoice, constitute the full understanding between the parties.

5. **Materials to be submitted by the Representative of the Sponsoring Organization:** Completed registration form, signed contract, payment, and list of participants.

6. **Admin Fees:** A one-time corporate package fee per contract is required to cover the cost of certificates, reserving course access, and enrollment for the Sponsoring Organization.
7. **B2B Course Access: 3 days, 90 days, or 6/12 month access. All students are allowed to complete the course within the contracted time-frame.** The course will expire at the contracted access time limit. However, the course could be administratively closed after the last paid student has completed the course, even if it is before the course expiration, by request.
8. **Training Delivery Method:** All courses are delivered in a fully online, self-paced format through Write Well University™'s proprietary learning management system. No live instruction, synchronous sessions, or facilitated workshops are included unless explicitly stated in writing and agreed upon by both parties in a contract addendum.
9. **Included Services:** Services are limited to the courses, materials, access duration, and administrative support outlined in the approved proposal and invoice. Custom content development, curriculum modification, live facilitation, individualized coaching, or consulting services are not included unless contracted separately in writing.
10. **Implementation Timeline:** Training implementation timelines are dependent upon timely receipt of payment, participant information, and required approvals from the Sponsoring Organization. Write Well University™ is not responsible for delays caused by incomplete or late submissions from the client.
11. **No Guarantee of Results:** While the training is designed to support professional skill development, Write Well University™ does not guarantee specific performance outcomes, productivity gains, or financial results. Individual results may vary based on participant engagement and application of course content.
12. **Price Discounts:** Any discounts, if offered, must be explicitly stated in writing on the invoice and approved by the Director. No implied or assumed discounts apply.
13. **Governing Law and Venue:** This Agreement shall be governed by and construed in accordance with the laws of the State of Arkansas. Any legal action arising out of or relating to this Agreement shall be brought exclusively in the state or federal courts located within the State of Arkansas.
14. **Sales Tax:** Applicable state and local sales tax will be calculated on the invoice at the rate in effect at the time of billing, as required by law. Both parties understand that the rate can vary.
15. **Intellectual Property:** All course content, materials, videos, assessments, and related intellectual property remain the sole property of Write Well University™ and Onyx Online Education, LLC. No license or ownership rights are transferred to the Sponsoring Organization beyond the limited right to access the training during the contracted period.
16. **Confidentiality:** Both parties agree to maintain the confidentiality of proprietary information and participant data exchanged under this Agreement. Participant information will be used solely for enrollment, course access, and administrative reporting purposes.
17. **Limitation of Liability:** In no event shall Write Well University™ or the Director be liable for any indirect, incidental, consequential, or special damages arising out of this Agreement. Total liability, if any, shall not exceed the amount paid under this Agreement.
18. **Force Majeure:** Neither party shall be liable for any failure or delay in the performance of its

obligations under this Agreement (other than payment obligations) if such failure or delay is caused by events beyond its reasonable control (“Force Majeure Event”). Force Majeure Events may include, but are not limited to, acts of God, natural disasters, fire, flood, pandemic, epidemic, public health emergency, war, terrorism, civil unrest, labor disputes, governmental orders or regulations, power outages, internet or telecommunications failures, system outages, or other circumstances beyond the reasonable control of the affected party. The affected party shall promptly notify the other party of the Force Majeure Event and use commercially reasonable efforts to resume performance as soon as practicable. Performance under this Agreement shall be suspended for the duration of the Force Majeure Event. If a Force Majeure Event continues for a period of thirty (30) days or more and substantially prevents performance, either party may terminate this Agreement upon written notice, without penalty. In such case, the Sponsoring Organization shall be responsible for payment of services rendered and access provided up to the effective date of termination.

19. **Group Registration Requirements:** A list of participants and payment in the form of a credit/debit card, PayPal, or Zelle ACH covering the total amount due must be submitted before students are enrolled and course access information is distributed to the group representative. Checks or money orders will only be considered for local clients and must be cleared before student enrollment begins.
20. **Payment Calculations (Single Courses/Bundles):** The total payment includes the price of each seat per person, total number of participants, corporate package fee, sales tax, and discount (if applicable). Sales tax will be calculated on the invoice in accordance with current state and local tax requirements.
21. **Group Payment Procedure:** The Director will send an invoice for the total amount. **Checks and money orders are discouraged, but not excluded.** Students can begin enrolling once payment has been successfully cleared and processed. After submitting the invoice, the group contact person will make the payment by credit/debit card. If paying via PayPal or Zelle, please contact the Director for specific payment instructions.

Cancellation Policy/ Rescheduling

22. The sponsoring organization is allowed to reschedule class sessions to fit its needs. **However, rescheduling must occur BEFORE any participants have been enrolled in the course(s). The sponsoring organization cannot reschedule a class once participants have been enrolled.** If payment has already been received, no money will be refunded. **The number of participants must match the original payment for the reschedule.**
23. For example, if the sponsoring organization paid for 25 participants, only 25 people will be allowed to access the class when it is rescheduled. **If one participant drops out, another can be swapped in that person’s place, not to exceed the original number of participants.**
24. If a participant is replaced, the contact person for the sponsoring organization must submit registration information for the new person to the Director before the class session begins.
25. If additional participants want to join the rescheduled class, additional registration fees must be submitted for these new enrollees before class begins. However, no additional administrative fee will be assessed.
26. **Termination of Agreement:** This Agreement may be terminated by either party upon written notice if the other party materially breaches the terms of this Agreement and fails to cure such breach within ten (10) business days of receiving written notice. The Sponsoring Organization may terminate this Agreement for convenience by providing

written notice prior to the start of course access. However, rescheduling without penalty is strongly encouraged versus termination. In such cases, any administrative or package fees already paid are non-refundable. Once course access has begun, the Agreement may not be terminated for convenience, and no refunds will be issued for any fees paid. Write Well University™ reserves the right to terminate this Agreement immediately upon written notice if the Sponsoring Organization fails to remit payment in accordance with the agreed payment terms or violates the intellectual property or usage provisions of this Agreement.

Upon termination for any reason, all access to course materials shall end immediately, and the Sponsoring Organization shall remain responsible for payment of all fees incurred prior to termination.

27. **No refunds:** The Director and the Sponsoring Organization agree that payment signifies the due intentions of both parties to fully deliver and participate in the scheduled online class sessions—with or without a signed contract. **No money will be refunded once payment has been received and processed.** Instead, best efforts will be made to reschedule and deliver the contracted services. However, if some unforeseen circumstance absolutely prevents the Director from delivering the session as scheduled, only then will issuing a refund be considered. **A change of mind, buyer's remorse or a change of decision-making leadership on the organization's behalf does not constitute a justifiable reason for a refund.**

Warranties. The Director warrants as follows:

- (A) The Director is fully able to enter into and perform his/her obligations pursuant to this Agreement. The Director is solely responsible for directing and controlling the performance of the services, including the time, place, and manner in which the services are performed. The Director shall use best efforts, energy, and skill to perform the services described in this contract.
- (B) All services shall be performed in a professional manner.
- (C) If employees or subcontractors are to be hired by the Director they shall be competent professionals that will deliver services in the same manner as the Director.
- (D) The Director shall pay all necessary local, state, or federal taxes, including but not limited to withholding taxes, workers' compensation, F.I.C.A., and unemployment taxes for the Director and the Director's employees or contractors.
- (E) This Agreement, the *Write Well University™ Business Proposal*, and invoice contain the entire agreement between the parties hereto with respect to the transactions contemplated herein. The language of all parts of this Agreement and supporting documents (including the *Write Well University™ Business Proposal* and invoice) will in all cases be construed as a whole in accordance with its fair meaning and not for or against either party.
- (F) All notices provided for in this Agreement shall be given in writing and shall be effective when either served by hand delivery, electronic facsimile transmission, express overnight courier service, or by registered or certified mail, return receipt requested, addressed to the parties at their respective addresses as set forth at the beginning of this Agreement, or to such other address or addresses as either party may later specify by written notice to the other.

- (G) This Agreement does not create an obligation on the Sponsoring Organization or Client to continue to retain the Director's services beyond this Agreement's termination. This Agreement may not be changed unless mutually agreed upon in writing by both parties.

Relationship of Parties. Both parties agree that the Director is an independent contractor. This Agreement is not an employment agreement, nor does it constitute a joint venture or partnership between the Sponsoring Organization or Client and Director. Nothing contained herein shall be construed to be inconsistent with this independent contractor relationship. The Sponsoring Organization or Client and Director expressly agree and understand that the Director is an independent contractor and nothing in this Agreement shall be construed in any way or manner to create between them a relationship of employer and employee, principal and agent, partners or any other relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the provisions of the Agreement. Accordingly, the Director acknowledges that the Director and Sponsoring Organization or Client are not eligible for any company benefits, including, but not limited to, health insurance, retirement plans or stock option plans. The Director is not the agent of the Sponsoring Organization or Client and is not authorized and shall not have the power or authority to bind the Sponsoring Organization or Client or incur any liability or obligation, or act on behalf of the Sponsoring Organization or Client. At no time shall the Director represent as an agent of the Sponsoring Organization or Client, or that any of the views, advice, statements and/or information that may be provided while performing the Services are those of the Sponsoring Organization or Client.

THE ABOVE IS SIGNED AND AGREED TO BY THE SPONSORING ORGANIZATION (CLIENT) AND THE DIRECTOR (Ashan R. Hampton) as of the date set forth below:

Client Named Designee _____
e-Signature or Typed Name

Date Signed: _____

Director _____
e-Signature or Typed Name

Date Signed: _____

Contact Information:

Ashan R. Hampton, Director
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