

## **Key points concerning 25Hoon English Tutor Agreement**

- 1) 25Hoon English considers its tutors as highly educated and skilled individuals; thus, we agree to engage you in our services as an “Independent Tutorial Service Provider” such that there is no employee-employer relationship between you and 25Hoon English.
- 2) Your services and relationship with 25Hoon English as well as obligations of the parties involved are contained in this contract, the Independent Service Agreement.
- 3) You are agreeing to commit to fulfilling at least 60 days of tutorial services with 25Hoon English. Should you decide to terminate your contract and end your rendering of tutorial services with 25Hoon English, you should inform the company at least 30 days before your preferred termination date. (Article 8)
- 4) While you are free to be employed and/or be contracted with other business entities, 25Hoon English understands that any other employment and/or contractual relationship should not affect the delivery of your services to 25Hoon English and that you will totally avoid being employed or affiliated with 25Hoon English’s competitors.
- 5) We are mainly concerned with the delivery of services and the quality of your output as we do not and will not control every aspect of how you deliver your engaged services. Thus, feedback from Client / Student would form a vital part of your periodic performance review.

## **AGREEMENT OF ONLINE ENGLISH TUTORIAL SERVICE**

### **1. INTRODUCTION**

The 25Hoon English Tutorial Service is an online tutorial service that 25Hoon English Limited Company (“25Hoon”) and hereinafter referred to as the “COMPANY” being a contract party, is offering to its clients (the “Client”, “Student”) as a way of enhancing their English proficiency (the “Tutorial Service”).

25Hoon is bridging the Clients to Tutors, (and hereinafter referred to as the “INDEPENDENT TUTORIAL SERVICE PROVIDER” being a contract party) who provide English Lessons (the “Lesson”) through 25Hoon English’s online teaching service platform.

### **2. RELATIONSHIP OF THE PARTIES INVOLVED**

The INDEPENDENT TUTORIAL SERVICE PROVIDER shall act at all times under this Agreement as an independent contractor and has no connection and/or relation whatsoever with the COMPANY except that he/she has truthfully represented under pain of perjury (i.e. under oath) that he/she has the required skills and/or knowledge, financial capabilities, technical means and necessary equipment/s to provide all the needed services contemplated under this contract.

The INDEPENDENT TUTORIAL SERVICE PROVIDER shall perform the services under the general direction of the COMPANY as to the result of such activity, but it is his/her sole discretion to determine the manner and means by which the services are accomplished, subject to the express conditions that the INDEPENDENT TUTORIAL SERVICE PROVIDER shall at all times comply with applicable law.

No employee-employer relationship shall exist between the COMPANY and the INDEPENDENT SERVICE PROVIDER. Nothing herein contained, nor any act committed and/or omitted in the performance hereunder, shall be construed as creating the relationship of principal and agent, or of employer and employee between the parties, as partners, joint venturers, co-owners, or otherwise as participants in a joint undertaking, or allow the INDEPENDENT TUTORIAL SERVICE PROVIDER to create or assume any obligation on behalf of the COMPANY for any purpose whatsoever.

In the unlikely event that there is any disagreement pertaining to the provisions, terms and conditions of this present Agreement, this shall be exclusively resolved as clearly mentioned in the succeeding articles below of this present Agreement.

### **3. DEFINITION OF TERMS**

For the purposes of this Agreement, the following terms shall be defined as follows:

- 3.1 "Lesson" refers to the English tutorial given online by the INDEPENDENT TUTORIAL SERVICE PROVIDER through video conferencing for a period lasting at least twenty-five (25) minutes.
- 3.2 "Tutor's dashboard" refers to the tutor management system of the 25Hoon English, through which the INDEPENDENT TUTORIAL SERVICE PROVIDER has access to various components used for lesson teaching and administration.
- 3.3 "Schedule" refers to the shifts plotted by the INDEPENDENT TUTORIAL SERVICE PROVIDER for at least eight (8)-week period.
- 3.4 "Shift" refers to the time slots chosen by the INDEPENDENT SERVICE PROVIDER, during which he/she will be available to conduct lessons for a day.
- 3.5 "Client" refers to the clients of the COMPANY.
- 3.6 "Tutor Support" refers to the designated person or team doing the quality control monitoring of INDEPENDENT TUTORIAL SERVICE PROVIDER and ensures that the INDEPENDENT TUTORIAL SERVICE PROVIDER complies with the teaching standards set by the COMPANY.

## **4. DUTIES OF THE INDEPENDENT TUTORIAL SERVICE PROVIDER**

### **4.1 Up-to-date and Accurate Information**

- 4.1.1 The INDEPENDENT TUTORIAL SERVICE PROVIDER shall give true, accurate, current and complete information about himself/herself to the COMPANY.

Should the INDEPENDENT TUTORIAL SERVICE PROVIDER give any information that is untrue, inaccurate, not current or incomplete, or should the COMPANY believe or subsequently finds out that such information is untrue, inaccurate, not current or incomplete; the latter shall reserve its exclusive and/or unilateral right to suspend or terminate the former's account(s) and refuse or restrict any and all current or future use of the resources of the COMPANY.

Any change in the INDEPENDENT TUTORIAL SERVICE PROVIDER contact information (e.g. mobile number, email, mailing address, etc.) must be made known to the Tutor Support immediately.

### **4.2 Relationship with COMPANY personnel**

The INDEPENDENT TUTORIAL SERVICE PROVIDER shall maintain pleasant personal and official relations with other professionals, with other INDEPENDENT TUTORIAL SERVICE PROVIDERS, Tutor Support and management at all times. The INDEPENDENT TUTORIAL SERVICE PROVIDER's relationship with the COMPANY and its clients shall be characterized by teamwork, open communication, continuous learning, and professionalism. The INDEPENDENT TUTORIAL SERVICE PROVIDER shall study and understand the COMPANY's policies, teaching standards, keep a positive attitude, and refrain from disparaging the relationship between clients, other INDEPENDENT TUTORIAL SERVICE PROVIDERS, administration, and management.

### **4.3 Setting of Lessons**

#### **4.3.1 Lesson Area**

- 4.3.1.1 The INDEPENDENT TUTORIAL SERVICE PROVIDER is required to conduct the lessons at a venue of his/her choice which has been pre-approved or cleared by the COMPANY.
- 4.3.1.2 The INDEPENDENT TUTORIAL SERVICE PROVIDER must use the proper background based on tutor manual when conducting lessons.
- 4.3.1.3 The INDEPENDENT TUTORIAL SERVICE PROVIDER must ensure that the lesson area is clean and free from any distractions
- 4.3.1.4 The INDEPENDENT TUTORIAL SERVICE PROVIDER must ensure that lesson area has adequate lighting.

#### 4.3.2 Lesson Equipment and Technical Requirements

The INDEPENDENT TUTORIAL SERVICE PROVIDER shall provide all equipment and programs necessary to conduct lessons, such as but not limited to the following:

- 4.3.2.1 A personal computer (desktop or laptop) which has an operating system and Chrome browser as prescribed by the COMPANY for best lesson experience;
- 4.3.2.2 Wired Internet plan with upload speed and download speed as prescribed by the COMPANY for best lesson experience;
- 4.3.2.3 Wired headset with noise cancellation feature;
- 4.3.2.4 Computer programs such as 25Hoon English's video chat, Tutor's dashboard
- 4.3.2.5 Web camera as prescribed by the COMPANY for best lesson experience.

The INDEPENDENT TUTORIAL SERVICE PROVIDER should at all times check the state of his/her lesson equipment to prevent lesson interruptions. Issues that may arise from equipment failure may be subjected to penalties.

The INDEPENDENT TUTORIAL SERVICE PROVIDER may be required to send Internet speed test results to their Tutor Support for equipment verification and/or complaint validation. He/She is expected to cooperate with the COMPANY's routine computer optimization and systems upgrade process.

The INDEPENDENT TUTORIAL SERVICE PROVIDER shall be responsible for all expenses incidental thereto, such as electricity, Internet connection fees, and the like.

The INDEPENDENT TUTORIAL SERVICE PROVIDER shall be responsible for the security of the equipment to be used by ensuring the installation of antivirus software for their computer. The COMPANY is not liable for any virus

#### 4.3.3 Dress Code

The INDEPENDENT TUTORIAL SERVICE PROVIDER shall wear appropriate business casual attire when conducting lessons. He/she should always look professional such that sleeveless tops, tank tops for men, revealing clothes and the likes are strictly prohibited.

#### 4.3.4 Lesson Schedule

The INDEPENDENT TUTORIAL SERVICE PROVIDER shall maintain at least a one-week schedule in his/her Tutor's dashboard. If he/she cannot plot a

one-week schedule, he/she must immediately inform Tutor Support of this matter.

The COMPANY has the right to refuse the opening of and/or change the Class Schedule requested by the INDEPENDENT TUTORIAL SERVICE PROVIDER.

#### 4.4 Lesson Standards

- 4.4.1 The INDEPENDENT TUTORIAL SERVICE PROVIDER shall attend the mandatory training programs conducted by the COMPANY's duly authorized training provider to improve his/her skills as required by the COMPANY.
- 4.4.2 The INDEPENDENT TUTORIAL SERVICE PROVIDER shall submit lesson files and other similar materials in order for the COMPANY to maintain lesson standards and to evaluate the quality of his/her service.

#### 4.5 Lesson Proper

- 4.5.1 The INDEPENDENT TUTORIAL SERVICE PROVIDER shall conduct each lesson professionally with Clients at all times. He/She should refer to Tutor's dashboard announcements or guidelines for any updates on schedules, deadlines or tips on lesson conduct.
- 4.5.2 The INDEPENDENT TUTORIAL SERVICE PROVIDER should be prepared for the lesson according to the client's request by checking the Client's request memo; and the Clients's reservation details.
- 4.5.3 The INDEPENDENT TUTORIAL SERVICE PROVIDER should have downloaded the lesson material ahead of time and should have prepared the teaching tools (e.g. Whiteboard, Teaching Materials, English dictionary and translators, online reference, visual aids, etc.).
- 4.5.4 The INDEPENDENT TUTORIAL SERVICE PROVIDER should be focused on the Client and the conduct of the lesson; and should refrain from doing activities not related to the lesson such as but not limited playing games, chatting / speaking with somebody else or using mobile phones.
- 4.5.5 The INDEPENDENT TUTORIAL SERVICE PROVIDER should utilize the chat box by typing corrections, questions, translations and simplified meanings.
- 4.5.6 The INDEPENDENT TUTORIAL SERVICE PROVIDER may give additional activities or homework to the Client.
- 4.5.7 Lesson Guidelines and Materials

4.5.7.1 The INDEPENDENT TUTORIAL SERVICE PROVIDER shall utilize the necessary lesson guidelines and materials from the COMPANY's Tutor's Manual.

4.5.7.2 The INDEPENDENT TUTORIAL SERVICE PROVIDER is obliged to follow the foregoing technical due diligence before he/she starts with his/her first lesson for the day:

4.5.7.2.1 The INDEPENDENT TUTORIAL SERVICE PROVIDER shall conduct mandatory Internet connection check thirty (30) minutes prior to conducting the first lesson for the day or prior to conducting lessons requiring special handling as determined by the COMPANY.

4.5.7.2.2 Be prepared at least thirty (30) minutes before the start of the first lesson.

#### 4.6 Proper Conduct

4.6.1 The INDEPENDENT TUTORIAL SERVICE PROVIDER must observe proper conduct during the course of the lesson.

4.6.2 The INDEPENDENT TUTORIAL SERVICE PROVIDER has the right to stop teaching in case a client performs lewd sexual acts during the course of the lesson. He/She has the obligation to immediately inform the COMPANY about the incident.

4.6.3 The COMPANY is not liable for any damages caused by the client to the INDEPENDENT TUTORIAL SERVICE PROVIDER. The INDEPENDENT TUTORIAL SERVICE PROVIDER could not and should not press charges against the COMPANY based on the client's actions.

#### 4.7 Website and Video Conferencing Program Accounts

4.7.1 The INDEPENDENT TUTORIAL SERVICE PROVIDER is required to maintain, keep confidential, and use the following accounts provided by the COMPANY:

4.7.1.1 A log-in username and password for accessing Tutor's dashboard and the COMPANY's website or tools;

4.7.1.2 A username and password for Tutor's dashboard;

4.7.2 The INDEPENDENT TUTORIAL SERVICE PROVIDER shall promptly update his/her profile to keep it true, accurate, current and complete.

- 4.7.3 The INDEPENDENT TUTORIAL SERVICE PROVIDER shall not change any password for any of the accounts provided to him/her without authorization from the COMPANY.
- 4.7.4 The INDEPENDENT TUTORIAL SERVICE PROVIDER shall immediately inform the COMPANY in case of unauthorized disclosure of any of the said accounts.
- 4.7.5 The INDEPENDENT TUTORIAL SERVICE PROVIDER will be responsible for anything that his/her account will be associated with.
- 4.7.6 The accounts given by the COMPANY to the INDEPENDENT TUTORIAL SERVICE PROVIDER shall only be used for conducting booked lessons for the COMPANY, and not for his/her personal use.

#### 4.8 Tardiness and Missed Lessons

- 4.8.1 The INDEPENDENT TUTORIAL SERVICE PROVIDER must provide prior and immediate notice to the COMPANY of all instances of possible tardiness and missed lessons by contacting his/her Tutor Support. The COMPANY must be notified at least one (1) hour before the scheduled lesson. He/She must indicate the reason for such tardiness or absence. In case of unforeseen circumstances, the INDEPENDENT TUTORIAL SERVICE PROVIDER may be requested to present documentary proof of such to the COMPANY.

If the INDEPENDENT TUTORIAL SERVICE PROVIDER does not inform the COMPANY of his/her tardiness or absence according to the terms set forth above, it will be “without notice penalty”

- 4.8.2 The INDEPENDENT TUTORIAL SERVICE PROVIDER shall observe the COMPANY’s rules and regulations on tardiness and missed lessons. The COMPANY has the right to exempt the penalty of the INDEPENDENT TUTORIAL SERVICE PROVIDER and/or cancel this Agreement in case of excessive tardiness and/or missed lessons.

#### 4.9 Cancellation of Lessons

- 4.9.1 The INDEPENDENT TUTORIAL SERVICE PROVIDER must follow our Cancellation Guidelines & Penalty

#### 4.10 Notification

The INDEPENDENT TUTORIAL SERVICE PROVIDER must notify the COMPANY of any Problem or concern relating to the services under this Agreement or the business of the COMPANY as soon as he/she obtains knowledge of such fact.

If the INDEPENDENT TUTORIAL SERVICE PROVIDER is at fault, he/she must Immediately remedy the problem or concern in accordance with the COMPANY’s

rules and policies.

#### 4.11 Performance Standards

- 4.11.1 The INDEPENDENT TUTORIAL SERVICE PROVIDER is expected to meet the COMPANY's performance standards for the following areas: missed lessons, opened schedules, lesson standards, and complaints and evaluations from clients.
- 4.11.2 The INDEPENDENT TUTORIAL SERVICE PROVIDER's performance shall be determined through client's feedback (e.g. ratings, complaints and comments).
- 4.11.3 The COMPANY is not obligated to pay the INDEPENDENT TUTORIAL SERVICE PROVIDER in cases where the full class is not delivered or if the client requests for a refund through fault of the INDEPENDENT TUTORIAL SERVICE PROVIDER.

#### 4.12 Violations

The actions enumerated below may be subject to IMMEDIATE TERMINATION, especially if it can cause damage to the company's image.

##### 4.12.1 System related violations

- 4.12.1.1 The INDEPENDENT TUTORIAL SERVICE PROVIDER shall not conduct lessons on behalf of another tutor.
- 4.12.1.2 The INDEPENDENT TUTORIAL SERVICE PROVIDER shall not conduct lessons using other devices (mobile phone, tablet, etc.) aside from a laptop/desktop computer.
- 4.12.1.3 The INDEPENDENT TUTORIAL SERVICE PROVIDER shall not conduct lessons without using a webcam.
- 4.12.1.4 The INDEPENDENT TUTORIAL SERVICE PROVIDER shall not conduct lessons in a public place.
- 4.12.1.5 The INDEPENDENT TUTORIAL SERVICE PROVIDER shall not submit fake/obsolete speed test result, documents or proof.
- 4.12.1.6 The INDEPENDENT TUTORIAL SERVICE PROVIDER shall not create fake student accounts.

##### 4.12.2 Tutor conduct related violations

- 4.12.2.1 The INDEPENDENT TUTORIAL SERVICE PROVIDER shall not contact

students outside of the lesson time.

4.12.2.2 The INDEPENDENT TUTORIAL SERVICE PROVIDER shall not argue and send negative messages to students.

4.12.2.3 The INDEPENDENT TUTORIAL SERVICE PROVIDER shall not meet students in person.

4.12.2.4 The INDEPENDENT TUTORIAL SERVICE PROVIDER shall not show inappropriate behavior during the class.

4.12.2.5 The INDEPENDENT TUTORIAL SERVICE PROVIDER shall not express dissatisfaction, taking unprofessionally and arguing with the student.

4.12.2.6 The INDEPENDENT TUTORIAL SERVICE PROVIDER shall not end the lesson ahead of schedule.

4.12.2.7 The INDEPENDENT TUTORIAL SERVICE PROVIDER shall not act rudely towards COMPANY staff members.

4.12.2.8 The INDEPENDENT TUTORIAL SERVICE PROVIDER shall not provide online English lessons directly to the clients.

#### 4.12.3 Privacy related violations

4.12.3.1 The INDEPENDENT TUTORIAL SERVICE PROVIDER shall not share the student's private information on any medium outside class.

4.12.3.2 The INDEPENDENT TUTORIAL SERVICE PROVIDER shall not share any private information about the student on social networks such as Facebook, LINE and etc.

4.12.3.3 The INDEPENDENT TUTORIAL SERVICE PROVIDER shall not connect with a student via social networks such as Facebook, LINE and etc.

4.12.3.4 The INDEPENDENT TUTORIAL SERVICE PROVIDER shall not discuss or reveal any private information about 25Hoon English policies, rules, salary and guidelines to your student.

#### 4.13 Prohibitions

4.13.1 The INDEPENDENT TUTORIAL SERVICE PROVIDER shall not render his/her services to another COMPANY engaged in the business of giving online English lessons during the validity of this Agreement without informing and securing the consent of the COMPANY.

4.13.2 The INDEPENDENT TUTORIAL SERVICE PROVIDER shall not criticize or

commit acts of libel or slander against the COMPANY, its business, honor, and trust.

4.13.3 The INDEPENDENT TUTORIAL SERVICE PROVIDER shall not post or cause to be posted any inappropriate or dangerous statements on the COMPANY's website and/or social media channels.

4.13.4 The INDEPENDENT TUTORIAL SERVICE PROVIDER is prohibited from communicating or socializing in a personal capacity with the client or a representative of the client. This includes asking for gifts and/or sympathy from the client. This prohibition shall apply even after the termination of this Agreement.

4.13.5 The INDEPENDENT TUTORIAL SERVICE PROVIDER is prohibited from conducting make up lessons with the client for lessons missed.

#### 4.14 Online Teaching Account is Non-transferable

4.14.1 The transfer and use of another Online Teaching Account shall not be allowed at any time.

4.14.2 The INDEPENDENT TUTORIAL SERVICE PROVIDER is given a personal, non-transferable and exclusive right to access the on-line teaching platform of the COMPANY, provided that the INDEPENDENT TUTORIAL SERVICE PROVIDER shall not (and shall not allow any third party to) copy, modify, create a derivative work from, reverse engineer, reverse assemble or otherwise attempt to discover any source code, sell, assign, sublicense, grant a security interest in or otherwise transfer any right to and/or of the Tutor Account.

4.14.3 Additionally, the INDEPENDENT TUTORIAL SERVICE PROVIDER shall be prohibited from selling, trading, or otherwise transferring its TutorAccount to another party. Should the INDEPENDENT TUTORIAL SERVICE PROVIDER not comply, the INDEPENDENT TUTORIAL SERVICE PROVIDER shall not be allowed to provide the online teaching lessons.

#### 4.15 No Impersonation and/or Registration in behalf of Another Entity.

4.15.1 The INDEPENDENT TUTORIAL SERVICE PROVIDER shall agree to not register under a false identity nor misrepresent his/her affiliation with a person or entity including but not limited to the use of a pseudonym, uploading photographs of celebrities or of other people in his/her Account Profile, or misrepresenting his/her age, current or previous positions and qualifications, or his/her affiliations with a person or entity, past or present; upload, post, transmit, share, store or otherwise make publicly available on the internet any private information of any third party, including but not limited to addresses, phone numbers, email addresses, Social Security

numbers and credit card numbers.

- 4.15.2 The INDEPENDENT TUTORIAL SERVICE PROVIDER shall likewise agree to not register or create false account(s) for whatever reasons it may serve him/her.

## **5. DUTIES OF THE COMPANY**

For the purposes of this Agreement, the following terms shall be defined as follows:

### **5.1 Fees**

For and in consideration of the full and faithful performance and completion of the stipulated work by the INDEPENDENT TUTORIAL SERVICE PROVIDER in accordance with the terms and conditions agreed upon.

#### **5.1.1 Coverage**

The fee is understood to cover payment for all services rendered based on the number of completed lessons by the INDEPENDENT TUTORIAL SERVICE PROVIDER, and not by the time spent waiting for the lessons.

Considering that there is no employer-employee relationship between the COMPANY and the INDEPENDENT TUTORIAL SERVICE PROVIDER, the COMPANY shall not be responsible for payment of any social or government contribution of the INDEPENDENT TUTORIAL SERVICE PROVIDER.

It is understood that the INDEPENDENT TUTORIAL SERVICE PROVIDER shall be responsible for paying his/her own taxes and any social or government mandated contribution, including the necessary filing of documents as required by applicable laws. The INDEPENDENT TUTORIAL SERVICE PROVIDER agreed and covenants to file all required tax returns, pay all applicable taxes and comply with all other legal requirements (collectively, "Legal Obligations") in connection with the "fee" (or other defined term) received pursuant to this Agreement. The INDEPENDENT TUTORIAL SERVICE PROVIDER shall indemnify and hold harmless the Company from any and all losses as a result of, arising from or in connection with the failure of "the service provider" to fulfill any of the Legal Obligations.

#### **5.1.2 Fees System**

- 5.1.2.1 The fees system can be viewed in Tutor's Manual and this schedule of fees may be automatically be updated anytime depending on business needs.

- 5.1.2.2 The COMPANY has the sole discretion to change the rate system which may be different from the existing one.

#### 5.1.3 Compensation and Incentive

The COMPANY may impose incentive and compensation scheme(s) to meet the clients' needs. announcement, implementation, and changes, if any, can be immediate and without input from the INDEPENDENT TUTORIAL SERVICE PROVIDER. The incentive system can be viewed in Tutor's Manual.

#### 5.1.4 Payment Schedule

The COMPANY shall pay the INDEPENDENT TUTORIAL SERVICE PROVIDER once a month through the medium in accordance with Tutor's Manual. If the day of payment falls on a Saturday, Sunday, Holiday or any day wherein the amount Service Fees cannot be given, the payment of service fees will be made on the next working or business day.

5.1.5 The COMPANY will not issue any cash advances or any type of loans.

5.1.6 The COMPANY shall not be liable for any losses as to payment of fees if such is due to the INDEPENDENT TUTORIAL SERVICE PROVIDER's negligence and/or through the fault of the INDEPENDENT TUTORIAL SERVICE PROVIDER's chosen accredited medium.

#### Disclosure of the INDEPENDENT SERVICE PROVIDER's Personal Information as Required by Law

The COMPANY warrants that the INDEPENDENT SERVICE PROVIDER's personal information will not be shared to a third party unless required by applicable law.

### 5.2 Training and Lesson Standards

The duly authorized Training Providers of the COMPANY will conduct training programs for the INDEPENDENT TUTORIAL SERVICE PROVIDER to equip him/her with the appropriate skills in conducting lessons. The COMPANY will also conduct lesson standard checks to ensure that lessons provided are acceptable and within COMPANY standards.

### 5.3 Website and Video Conferencing Program Accounts

The COMPANY shall give the INDEPENDENT TUTORIAL SERVICE PROVIDER his/her own account log-in information for use in the COMPANY's website.

### 5.4 Lessons

#### 5.4.1 Lesson Schedule

The COMPANY shall provide a schedule sheet on the INDEPENDENT TUTORIAL SERVICE PROVIDER's Tutor's dashboard which will be filled out online by the INDEPENDENT TUTORIAL SERVICE PROVIDER.

#### 5.4.2 Lesson Guidelines and Materials

The COMPANY shall provide lesson guidelines and teaching materials to the INDEPENDENT TUTORIAL SERVICE PROVIDER.

### **6. CONFIDENTIALITY**

6.1 The INDEPENDENT TUTORIAL SERVICE PROVIDER acknowledges that during the engagement he/she will have access to and become acquainted with various trade secrets, inventions, innovations, processes, information, records and specifications owned or licensed by the COMPANY and/or used by the COMPANY in connection with the operation of its business including, without limitation, the COMPANY's business and product processes, methods, customer lists, accounts and procedures.

The INDEPENDENT TUTORIAL SERVICE PROVIDER agrees that he/she will not disclose any of the aforesaid, directly or indirectly, or use any of them in any manner, either during the term of this Agreement or at any time thereafter, except as required in the course of this engagement with the COMPANY. All files, logo, materials, records, documents, information, letters, notes, sound recordings, and similar items relating to the business of the COMPANY, whether prepared by the INDEPENDENT TUTORIAL SERVICE PROVIDER or otherwise coming into his/her possession, shall remain the exclusive property of the COMPANY. The INDEPENDENT TUTORIAL SERVICE PROVIDER shall not retain any copies of the foregoing without the COMPANY's prior written permission.

Upon the expiration or earlier termination of this Agreement, or whenever requested by the COMPANY, the INDEPENDENT TUTORIAL SERVICE PROVIDER shall immediately deliver to the COMPANY all such files, records, documents, information, and other items in his/her possession or under his/her control. The INDEPENDENT SERVICE PROVIDER further agrees that he/she shall at all times preserve the confidential nature of his/her relationship to the COMPANY and of the services hereunder.

6.2 The INDEPENDENT TUTORIAL SERVICE PROVIDER shall keep confidential all personal information of the clients. This obligation of confidentiality survives the termination of this Agreement.

### **7. OBLIGATION TO DISCUSS OR CONSULT IN GOOD FAITH**

Both the COMPANY and the INDEPENDENT TUTORIAL SERVICE PROVIDER are obliged to discuss or consult with one another in good faith and honesty should there be questions regarding the terms of this Agreement.

## 8. TERM AND CANCELLATION

### 8.1 Term of Contract

- 8.1.1 The INDEPENDENT TUTORIAL SERVICE PROVIDER shall provide Tutorial Services pursuant to this Agreement. The Agreement does not have an expiration date so there is no need for renewal unless you get deactivated or want to reapply after voluntarily terminating your contract.

### 8.2 Minimum Employment Period

- 8.2.1 The INDEPENDENT TUTORIAL SERVICE PROVIDER must commit a minimum of sixty (60) days work in "COMPANY". The Company has the exclusive right to withhold his/her remaining fees, if there is any.

### 8.3 Cancellation of Service Agreement

- 8.3.1 The COMPANY may immediately terminate this Agreement due to the following acts or omissions of the INDEPENDENT TUTORIAL SERVICE PROVIDER:

- 8.3.1.1 Violation of any provision of this Agreement;
- 8.3.1.2 90 days of inactivity leads to your tutor's account getting deactivated.
- 8.3.1.3 Violation of or risk of violating the COMPANY's trust and confidence;
- 8.3.1.4 Such other acts or omissions that would result to difficulty in implementing the provisions of this Agreement.

The COMPANY may choose to take other actions, such as issuance of service violation warnings, on a case-to-case basis.

- 8.3.2 An INDEPENDENT TUTORIAL SERVICE PROVIDER who has not been plotting schedules for at least thirty (30) days without notifying and securing consent from the COMPANY shall be automatically removed from the system. His/Her Independent Service Agreement shall be considered as automatically cancelled and/or expired.
- 8.3.3 All accountabilities, monetary and otherwise (e.g. surrendering of COMPANY-provided log-ins, etc.) must be cleared five (5) days before the date of effectivity of cancellation.
- 8.3.4 The INDEPENDENT TUTORIAL SERVICE PROVIDER may terminate this Agreement for any reason by giving written notice to the Company at least thirty (30) days before the intended termination date. If the INDEPENDENT TUTORIAL SERVICE PROVIDER does not notify the Company at least thirty (30) days before his/her intended termination date, the Company has the exclusive right to withhold his/her remaining fees, if there is any. The INDEPENDENT TUTORIAL SERVICE PROVIDER must ensure that there are no more booked lessons and open slots left, counted from the stated effectivity date of the cancellation of this Independent Service Agreement.

8.3.5 The COMPANY may likewise terminate this Agreement at any time and for any reason whatsoever by giving notice to the INDEPENDENT TUTORIAL SERVICE PROVIDER at least thirty (30) days prior to the intended termination date.

## **9. LEGAL CLAIMS ON VIOLATIONS**

The INDEPENDENT TUTORIAL SERVICE PROVIDER is liable to pay a fine of USD\$ 3000 should he/she be found to have committed any of the prohibitions enumerated in this Agreement.

## **10. CHANGES IN THE AGREEMENT**

- 10.1 This Agreement constitutes the entire understanding between the parties hereto and there exists no other Agreement, undertakings or representations other than those expressly set forth herein.
- 10.2 This Agreement and any provision herein may be revised anytime within the term of the Agreement at the instance of either party. The COMPANY may from time to time prescribe certain procedures in the implementation of this Agreement. The INDEPENDENT TUTORIAL SERVICE PROVIDER agrees to comply with such procedures as he/she may be given notice of by the COMPANY through his/her Tutor's dashboard.
- 10.3 Variations or modifications of this Agreement shall be published and posted by the COMPANY for the INDEPENDENT TUTORIAL SERVICE PROVIDER to agree with. If the INDEPENDENT TUTORIAL SERVICE PROVIDER fails to agree on the revised Agreement, his/her current Agreement shall be deemed as effectively terminated and she/he will not be able to continue providing service on the Company's online teaching service platform.

## **11. MISCELLANEOUS**

- 11.1 This Agreement shall be governed by and construed in accordance with the laws of Taiwan, without giving effect to any conflicts of laws provisions. Any dispute on the interpretation, execution, or termination of this Agreement shall be under the exclusive jurisdiction of Taiwan authorities and courts.
- 11.2 All claims, disputes, and controversies arising out of or in relation to the performance, interpretation, application, or enforcement of this agreement, including but not limited to breach thereof, shall be referred to mediation before, and as a condition precedent to, the initiation of any adjudicative action or proceeding, including arbitration.
- 11.3 In the event any provision of the Agreement shall at any time be considered or held by any authority or court having jurisdiction on the subject matter of this Agreement to be prohibited and/or void, this shall not affect the validity of the

remaining provisions of this Agreement which shall be considered separable. This Agreement shall thereupon be deemed to be written, or rewritten as the case may be, without such prohibition or void provision.

11.4. This Agreement may be executed in counterparts in the same form and such parts so executed shall together form one original document and be read and construed as if one copy of the Agreement had been executed.

I acknowledge and confirm my agreement to the above terms and conditions of my employment with the Company.

**Date :**

**Name :**

**Signature:**