

## **Relationship of The Parties**

This Agreement will not be construed to create any partnership, joint venture or employment relationship between the Parties.

## **Obligations of the Contractor (registered teacher)**

When agreed on, the obligations of the Contractor include, but are not limited to the following:

- At all time during the term of this Agreement, Contractor will arrange to be available to perform the private tutoring duties as per Contractor's personal calendar.
- Contractor shall not have a specified number of hours (no minimum nor maximum) to fulfill.
- Contractor has the right to cancel at no charge a private tutoring session set with any student, upon mentioning such cancellation 24 hours in advance through the App. If the cancellation deadline is less than 24 hours, and such cancellation occurs 3 consecutive times, My Teacher will remove a star from Contractor's ranking.
- Contractor undertakes to provide the services and assistance pursuant to this Agreement with utmost professionalism and up to the highest market standards available.
- Contractor undertakes not to misuse or disrupt the proper functioning of the App provided by My Teacher by any means and for any reason whatsoever. Contractor shall not make any amendment to the App without the prior written consent of My Teacher.

## **Obligations of the User (registered student)**

When agreed on, the obligations of the User include, but are not limited to the following:

- User has the right to cancel at no charge a private tutoring session set with a teacher, upon mentioning such cancellation more than 24 hours in advance through the App. If the cancellation is made in less than 24 hours in advance, My Teacher will withdraw 20% of the due amount to the related teacher from the User's account. If the cancellation is made in less than 2 hours in advance, My Teacher will withdraw 50% of the due amount to the related teacher from the User's account.
- User undertakes not to misuse or disrupt the proper functioning of the App provided by My Teacher by any means and for any reason whatsoever.

## **Obligations of My Teacher**

During the Term of the Present Agreement, the obligations of My Teacher include, but are not limited to the following:

- My Teacher undertakes to abide by and act within the general terms of use and conditions of the App.

- My Teacher will fix any malfunction of the App that may occur due to an external intervention or a technical event without any liability being incurred.

- My Teacher undertakes not to disclose to any third party the personal information related to the Contractor except for Parties that have a legitimate need to know of such information.

## **Financial Terms**

- In consideration of the private tutoring services rendered by Contractor, My Teacher will transfer the latter 90% of each payment from the students for each private tutoring session performed by Contractor.

- All amounts paid to Contractor by My Teacher, according to the article above, will be excluded from the Value Added Tax (VAT of 11%-subject to modification according to the applicable law).

- Both parties acknowledge and agree that all payments due pursuant to this Agreement will be effected through electronic means including online means and bank wire transfer.

- My Teacher undertakes to transfer to Contractor all due amounts related to the private tutoring services rendered by the latter, within 30 days as of the receipt of any related amounts. My Teacher will deduct the transfer fees from the transferred amounts to the Contractor.

- My Teacher agrees to pay the Contractor 80% of the penalties paid by the students cancelling booked sessions as per the amounts specified in their terms and conditions on the App.

## **Term and Termination**

- The Present Agreement is entered into effect on the date when agreed on, and shall remain effective until either Party sends the other a 15-day prior written notice.

- This Agreement may be terminated at any time by either Party in the event of a material breach of the terms and conditions of use of the App by the other.

- In the event of termination of this Agreement for any reason whatsoever, My Teacher will pay all unsettled amounts to Contractor related to all private tutoring sessions performed by the latter until the termination date.

## **Representations & Warranties**

Contractor represents and warrants that Contractor shall be the sole authorized user of the related account or profile and shall provide actual, right and accurate personal information as may be reasonably requested by My Teacher to have access to the App.

### **Restrictive Covenants**

All times during the term of the Present Agreement, Contractor will not subscribe in a similar application to the App, or any other platform similar or in direct or indirect competition with the App.