



Tutor Contract Agreement

This Agreement is made effective for all purposes and in all respects by and between **Superior Learning Inc.** (hereinafter known as "The Principal") and you (hereinafter known as "The Tutor") who shall collectively be known herein as "the Parties".

FACTS:

WHEREAS, The Principal is engaged in a unique business providing supplemental education service to learners of all age groups. The distinguishing characteristics of this system include, without limitation, to a web-based marketplace for individuals seeking private instruction in a variety of courses, including but not limited to Math, English, French, and the Sciences.

The premises having been considered and with acknowledgment of the mutual promises and of other good and valuable consideration herein contained, the Parties, intending to be legally bound, hereby agree as follows:

A. Employment Status. The Tutor will be an independent provider of tutoring services and not an independent contractor of the Principal. Neither this Agreement nor the use of the Principal's website creates an employee, partnership, joint venture, franchiser-franchisee, or independent contractor relationship between the Tutor and the Principal.

Accordingly:

- The Tutor agrees that The Principal shall have no liability or responsibility for the withholding, collection, or payment of any taxes, employment insurance premiums, or Canada Pension Plan contributions on any amounts paid by The Principal to The Tutor or amounts paid by The Tutor to its employees or Tutors. The Tutor also agrees to indemnify The Principal from any and all claims in respect to The Principal's failure to withhold and/or remit any taxes, employment insurance premiums, or Canada Pension Plan contributions.
- The Tutor agrees that as an independent provider, they will not be qualified to participate in or to receive any employee benefits that The Principal may extend to its employees.
- The Tutor is free to provide services to other clients, so long as there is no interference with The Tutor's contractual obligations to The Principal.

B. Nature of Work. The Tutor will be responsible for providing tutoring instruction. The Tutor will provide for his/her own supplies and materials required to successfully complete the tasks. The Tutor will retain full discretion as to the means and manner of carrying out their tutoring services, including setting their own rates, hours, and cancellation policies.

C. Non-to-Compete Agreement. The Tutor understands not to solicit personal tutoring sessions with clients obtained through the Principal's tutoring platform and/or request the Client to pay them directly. In other words, The Tutor understands not to ask the Client to pay them in lieu of paying the Principal. In particular, the Principal could at all times conduct an investigation on The Tutor and if The Tutor is found to have knowingly tutored and/or serviced the Client without paying the Principal, The Tutor's contract will be immediately terminated and The Tutor must pay for any liquidated damages as calculated by the Principal for the violation of this clause. Failure to pay for these liquidated damages could result in legal actions to be taken against The Tutor.

D. Confidentiality. For so long as The Tutor operates on The Principal's tutoring platform, the Tutor shall not disclose or communicate any "Confidential Information" of The Principal to any person or entity other than The Principal nor use said "Confidential Information" for any purpose or reason other than the benefit of The Principal. For purposes of the preceding sentence, "Confidential Information" means (but is not limited to) any information regarding The Principal's business methods, business policies, procedures, techniques, client list, client information (including names, address, and any other information pertaining to

each client), research or development projects or results, sales information of any kind, financial information of any kind, trade secrets, or other knowledge possessed by The Principal which is not generally known by individuals outside of The Principal (including The Principal's Tutors, consultants, and advisors)

E. Payment Method. The Tutor sets and adjusts their own hourly session rate. The Tutor also has the option to set and adjust their own package rates, which consist of a bundle of hours, to be set at a discounted price. The Tutor shall receive that rate less a percentage paid to the Principal for its services. That percentage is based on the total number of hours the Tutor has tutored on The Principal's platform, as follows:

Hours Worked	The Principal's %
0-25	35%
26-50	30%
51-75	25%
100+	20%

Prior to commencing sessions or meeting with students for any purpose, Tutor must verify with The Principal that the student has submitted appropriate payment for the session(s). Subject to providing the services as outlined above, The Principal will submit the payment to The Tutor via email transfer, cheque, or direct deposit, upon the **completion of every 5 session hours or every 4 weeks**, whichever occurs first. The Tutor must fill and complete the Record of Attendance form - sent to Tutor via email - as proof of evidence for services provided to the client. Once Attendance form has been submitted, the Tutor will receive payment within 3-5 business days.

F. Indemnity. The Tutor agrees to indemnify the Principal against any claim and/or loss caused by any negligent or unlawful behaviour and/or omission knowingly committed. Term "claim" refers to any deed, demand, or legal proceeding seeking loss and/or damage to property.

The Tutor understands that The Principal offers a web-based marketplace, connecting individuals seeking tutoring services to those offering tutoring services. Accordingly, The Principal makes no representations to Tutor about the suitability, character or background of any of The Principal's users, nor does The Principal perform any type of background check of the users. It is the Tutor's sole duty to exercise judgment, protocols and/or standards when considering whether to engage in tutoring services with each client. Tutor understands and agrees that it is tutor's responsibility to conduct any and all background and reference checks regarding the users. Tutor is never obligated by The Principal to pursue any tutoring opportunity.

G. Expenses. Tutor is solely responsible for all costs and expenses related to the services provided hereunder including, but not limited to, expenses associated with preparing for and administering sessions, educational materials, and transportation. The Principal will not be liable to Tutor for any expenses incurred in the rendition of services.

H. Termination. There shall be no fixed date for termination of this Tutor Contract Agreement and it shall continue indefinitely until either Party gives proper notice to the other as required in this paragraph.

The Tutor agrees that The Principal may terminate this Agreement at any time without notice or any further payment if The Tutor is in breach of any of the terms of this Agreement. The Principal may terminate this Agreement at any time at its sole discretion, upon providing to The Tutor **7 calendar days** advance written or verbal notice of its intention to do so or payment of fees in lieu thereof. The Tutor may terminate this Agreement at any time at its sole discretion upon providing to The Principal **2 weeks, or 14 days**, notice of Tutor's intention to do so. Upon receipt of such notice, The Principal may waive notice in which event this Agreement shall terminate immediately.

I. Termination for cause. The Principal may terminate this Tutor Contract Agreement at any time "for cause", the grounds for which are defined below. In the case of termination for cause, The Principal shall have no obligation to The Tutor for compensation under this agreement except for compensation earned prior to the effective date of termination.

Grounds For "Cause" Termination.

Commissions of any of the following acts by The Tutor constitute grounds for The Principal to terminate Tutor "for cause" under this paragraph:

1. The Tutor is charged with a felony crime;
2. The Tutor commits a crime of moral turpitude such as an act of fraud or other crime involving dishonesty;
3. The Tutor uses illegal drugs;
4. The Tutor fails to perform his or her duties in a competent manner;
5. The Tutor violates his or her duties of confidentiality and/or non-solicitation under this agreement;
6. The Tutor commits any act or acts that harm The Principal's reputation, standing, or credibility within the community (ies) it operates or with its customers or suppliers;
7. The Tutor fails to perform the duties assigned to him or her for any reason;

J. Governing Law and Principles of Construction. This Agreement shall be governed and construed in accordance with Ontario law. If any provision in this Agreement is declared illegal or unenforceable, the provision will become void, leaving the remainder of this Agreement in full force and effect.

IN WITNESS WHEREOF, the parties hereto agree with this Agreement, effective as of the day and year of this application.