



Service Agreement

AllRight.com (hereinafter referred to as the "**School**" or the "**Agent**"), an online learning platform, which connects students with English language teachers, publishes the present Service Agreement (hereinafter referred to as the "**Agreement**"), which is a public offer agreement (offer) to individuals providing their services as language teachers (hereinafter referred to as the "**Teacher**").

1. General terms

According to the present Agreement the Teacher undertakes to provide services of distance foreign language teaching (the "**Services**") to third party individuals (the "**Students**") through the online platform of the School and the School, in consideration undertakes to charge the Students on behalf of the Teacher, according to clause 2 of the present agreement and to account to and pay the Teacher accordingly, after deducting all out of pocket administrative, operational and other expenses for facilitating the online teaching by the Teacher as well as the School's commission for acting as an agent of the Teacher.

2. Relationship of the Parties

According to the present Agreement, the Teacher is an independent contractor and not an employee, agent or partner of the School. The Teacher uses the platform provided by the School only for the purposes of providing services to the Students.

The School is an Agent of the Teacher and is given full authority to act on behalf of the Teacher, according to the terms and conditions specified in this Agreement. For the avoidance of doubt to the extent that the Agent is called to act in respect of an issue or matter which pertains to the subject matter of this Agreement and which is not covered by its terms the Teacher hereby agrees that the Agent shall act by exercising its own discretion in respect of such issue or matter.

2.1 Payment terms and tax issues

a. The Teacher's services are charged to the Students through the Agent which also acts as a payment Agent for the Teacher, based only on the rates indicated in the Teacher's profile. Any mutually agreed services aside from the aforementioned services, including, but not limited to, content creation, voice recording or live webinars, shall be paid at a mutually agreed rate.

b. The Agent shall not charge and the Teacher shall not claim any payment for time spent on lesson preparation and filing lesson feedback.

c. The Agent undertakes to process the payments due to the Teacher bi-weekly on the basis of the information specified in the School's database regarding the scope of the Services provided by the Teacher. The School shall make the calculation of the payments due to the Teacher after deducting all out of pocket administrative, operational and other expenses for facilitating the online teaching by the Teacher as well as the School's commission for acting as agent of the Teacher, via bank transfer to the Teacher's bank card or account, PayPal or Payoneer account or via other e-payment systems available for both the Teacher and the School. The payment is usually made in Euros. The School may make the payment in another currency available to the School on the payment day. The School shall use the exchange rate (available here <https://www.google.com/finance/>) on the date that precedes the calculation date to calculate the equivalent of the amount due in the payment currency.

d. In case the Teacher's compensation for the payment period is lower than the sum equivalent to \$50 USD, his/her compensation shall be delayed until the next payment date and added to the total compensation sum.

e. The Teacher is solely responsible for any tax-related issues (including but not limited to, Value Added Tax and Income Tax) in connection with payments that the Agent remits to his account as well as the income arising under the terms of this Agreement.

f. Teachers' category (Standard, Premium, Native), payment rates, and potential rise are determined before signing this Agreement and may not be subject to discussion. The Teacher is eligible for payment rise in the event they can actively demonstrate their ability to conduct the School's estimated number of lessons with the required quality and performance unless the rate is already equal to the highest possible rate.

2.2. Non-competition and non-disclosure provisions

a. **All the communications with the Student shall be done through the Agent.** The Teacher shall not establish or maintain any communications with the Student or exchange personal details (including surname) or contact details (including email, phone number, messenger contacts) and arrange any lessons outside the scope of this Agreement with the Student, both within and outside the Platform, and agrees to delegate all of these duties to the Agent, who acting on his behalf shall communicate with the Student. The Teacher agrees to maintain the privacy of his/her personal details. This also includes personal financial information regarding payment terms. It is forbidden to disclose the hourly rate to any other Teacher or to Students. The Teacher undertakes not to distribute or share the School's materials, including lesson plans, training materials, Student information, staff information or teaching platform.

b. In case of breach of these provisions, the School innocent party has a right to terminate the Agreement and the agency relationship with the Teacher and seek any legal remedies (including without limitation, damages) against the party causing the breach.

2.3. Performance of Services

a. Technical requirements. The Teacher shall provide all equipment and supplies required to perform the Services, including the device to operate the Agent's teaching platform and required software, a stable internet connection (as outlined below), along with noise canceling headphones and a microphone.

Minimum device requirements: Windows 10/MacOS (issued 2009 or later), Intel® i5-4590 / AMD FX 8350 equivalent or greater, 8 Gb RAM.

Minimum internet connection requirements: 15 Mbps download speed, 15 Mbps upload speed, 10 ms ping.

The devices allowed to operate the platform are desktop or laptop computers. The Teacher shall not provide the Services via portable devices, including but not limited to tablets or mobile phones. The School reserves the right to refuse compensation for any lessons that are discovered to have been delivered using an inappropriate device.

b. Teacher account. In order to provide the Services, through the Agent's platform, the Teacher shall register at the website and create a teacher account. Registration requires the Teacher to provide his/her first name and surname, a valid email, phone number and Skype login; create a unique password; indicate the Teacher's current location, working experience, native language(s), the language(s) the Teacher wishes to provide Services for, other languages the Teacher can speak, and the age range of Students the Teacher wishes to provide Services for. The Teacher shall also attach a link to an introduction video, provide information about previous working experience and education, upload any certificates and diplomas the Teacher possesses and indicate valid payment information. The Teacher is responsible for keeping this information valid and updated at all times.

2.4. Services supervision. The Services contemplated by this Agreement shall meet the agreed quality and service standards as these were provided by the Agent and in this respect the Parties agree that the Agent in order to ensure that the representations that are made through its platform on behalf of the Teacher, to potential or actual Students are maintained and correct shall have the general right to inspect and monitor, live lessons.

2.5 Probationary period. The Parties acknowledge that the Service provided by the Teacher is educational and is conditional to the preferences of the Student; the Parties further acknowledge that the Agent represents through its electronic platform a number of Teachers and has built a good and solid market reputation through the name "Allright" and that the opinions and

preferences of students serve as an integral element in maintaining the Agent's good reputation in this market. In view of the above the Parties agree that this Agreement may be terminated by the Agent with immediate effect for up to the first 25 lessons taught at the School. The school reserves the right to book up to three unpaid 25-minute lessons within the first two weeks to provide a methodologist training session if necessary. If the Agreement is terminated during the probation period, the Teacher is not entitled to any remuneration for the provided lessons.

2.6. Communication between the Parties. The Parties agree that the performance of Services hereof means the continuous cooperation between the School and the Teacher. For the purposes of this Agreement, the Parties shall carry out other communication with the use of the following means of communication - The ChatBot button on the main website page.

3. Code of Conduct

3.1. Behaviour during performance of Services. The Parties acknowledge that teaching being an interactive event shall adhere to some minimum behavioral and ethical standards. In this respect the Parties agree that both Agent and Teacher should treat the Students with respect. The Teacher agrees not to engage in any activity that would infringe, misappropriate or violate any third party intellectual property rights or that is unlawful, defamatory, libelous, threatening, pornographic, harassing, hateful, racially, ethnically or politically offensive or encourages conduct that would be considered a criminal offense, give rise to civil liability, violate any law or is otherwise inappropriate. The Teacher agrees to engage in the Services for the sole purpose of teaching language to foreign learners. The Teacher acknowledges that the Agent does not have any duty to monitor the Services or have any control over the behavior of the Students, and that the Teacher may be exposed to material that Teacher finds objectionable in the course of engaging in the Agency arising under this Agreement and that the Agent shall have no liability in connection therewith. The Teacher has the right to tell the code phrase "purple elephant" to the School's manager assigned to the Teacher during the Tutor Onboarding meeting in exchange for a starting bonus added to the Teacher's account in the sum equivalent to the cost of the first 25-min trial lesson. For the purposes of this Agreement, Tutor Onboarding shall mean a meeting of the Teacher with the School's manager during which the School's manager tests the quality of the Teacher's connection, web cameras, microphones, other equipment as well as tests the Teacher on his/her knowledge on the previously conducted training for such Teacher. The Teacher should not conduct lessons while being intoxicated by any means, e.g., alcohol, drugs, etc.

3.2. Appearance and environment during performance of Services. The Teacher undertakes to be dressed and presented in a professional manner. All teachers are required to have their chest and shoulders covered during lessons. The Teacher should conduct lessons in a

professional environment: quiet, well-lit, plain background (clean wall recommended; no kitchen/bed/window/television visible), computer placed on a flat surface.

3.3. Platform for performance of Services. In order to allow the Agent to optimize the use of its platform for the purposes of the agency the Teacher should only use the platform AllRight.com to manage the student's requests. The use of Zoom is only possible via built-in link in the event of technical issues with the platform AllRight.com, and the appropriate option should be selected when finishing the lesson (Conducted with technical issue - Lesson conducted in Zoom)

3.4. Teaching materials. The Teacher should use the materials (slides), offered by the AllRight platform for conducting the lessons. The Teacher also agrees to take into consideration the student's wishes for learning and interests which are stated in the student's card in the virtual classroom and modify the lesson's content according to this information.

3.5. Teaching methods. The Teacher should master the modern teaching technologies and methods outlined during their training and apply them during the lessons (e.g., TPR, gamification, etc.). When invited, the Teacher is required to attend School-sponsored training.

3.6. Teaching integrity. It is expected and agreed that the Teacher should abide by the following rules when engaging with Students: it is not allowed to use educational activities to incite social, racial, national or religious hatred, for agitation that promotes the exclusivity, superiority or inferiority of citizens on the basis of social, racial, national, religious or linguistic affiliation, their attitude to religion, including through the communication of unreliable information about the historical, national, religious and cultural traditions of peoples, as well as to induce actions that contradict other moral standards of society.

4. The Teacher's rights and obligations

4.1. Schedule. The Teacher should keep his/her schedule updated for at least 14 days in advance. In case the Teacher did not update his/her schedule on time and received a booking for the opened slot he/she is unable to teach, the Teacher should conduct the booked lesson or cancel it but with all consequences applicable in case of cancellation as stated in this Agreement.

4.2. Minimum teaching hours. The Parties agree that the Teacher shall have at least 15 hours per week available for booking on the Agent's platform. In case the Teacher has less hours available, the Agent has the right to terminate cooperation with the Teacher.

4.3. Suspension and termination notices

- a. The Teacher may terminate this Agreement with at least 14 days' notice. In case of short notice, the School reserves the right to withhold the outstanding payments due to the Teacher.
- b. The Teacher may request a suspension of services with at least 14 days' notice. In case of short notice, the School reserves the right to apply any necessary penalties for missed/canceled lessons.
- c. Suspension of Services by the Teacher specified in clause 4.3(b) should not exceed 30 days within one year. Should the allocated 30 days be exceeded, the School reserves the right to terminate this Agreement and deactivate the Teachers account. If the Teacher wishes to continue the provision of services via the School's platform, they shall be required to reapply for the cooperation with the School and conclude a new Service Agreement.
- d. The School has the right to terminate cooperation with the Teacher by sending a termination notice effective immediately. The School has the right not to disclose the reason for such termination. In case of termination by the Agent with immediate effect the Teacher shall be entitled to the net amount of his payment of his last lesson. The payment shall be made within 14 days upon termination.
- e. The School reserves the right not to pay the last payment due to the Teacher and/or terminate the Agreement in the event of multiple violations of the Agreement rules by the Teacher.

4.4. Lesson confirmation. Lessons may be booked into the Teacher's schedule at least 4 hours in advance. The Teacher should confirm the lessons on time (in case auto confirmation is turned off):

- a. for the lessons booked less than 12 but more than 4 hours in advance: confirm as soon as possible but no later than 2 hours before the start of the lesson;
- b. for the lessons booked for the nearest 7 days: confirm during 12 hours after booking;
- c. for the lessons booked for more than 8 days in advance: confirm no later than 7 days before the start of the lesson.

The Teacher may claim for enabling the auto confirmation of the lessons after 50 lessons conducted with 98% attendance.

4.5. Classroom attendance

- a. The Teacher should enter the virtual classroom no later than 60 seconds after the beginning of the lesson; leave the virtual classroom no earlier than 60 seconds before the end of the lesson. In case lessons are shorter than 25 minutes or 55 minutes in length, (as per the agreement with the Student) the Agent shall have additional administrative and operational costs which shall accordingly be reflected by a deduction of the net funds received by the Teacher.

b. The Teacher is required to maintain a lesson attendance rate of 98%. The Teacher acknowledges that failure to do so may result in the termination of the agreements with the Students and a respective termination of this Agreement.

c. **Late** entrance and early leave. In case the Teacher enters the virtual classroom more than 60 seconds after the start of the lesson, or leaves the virtual classroom more than 60 seconds before the end of the lesson, the School reserves the right to deduct the Teacher's net earnings under this Agreement for the corresponding type of lesson from the Teacher's remuneration.

4.6. Completing feedback

The Parties agree that in order to maintain the high standards set by the Agent's platform for conducting the lessons the following actions should be taken:

a. The Teacher should complete lesson feedback after trial lessons no later than 1 hours after the lesson has finished.

b. The Teacher should complete lesson comments after paid lessons no later than 12 hours after the lesson has finished.

c. In the case the student is absent from the class, the Teacher shall stay in the classroom and wait for the duration of the lesson.

d. In the case that the student was more than 5 minutes late or absent for the lesson, the Teacher shall include such information in the comment after the lesson.

e. In case the Teacher sees that the Student is trying to enter the virtual classroom, but there are technical issues, the Teacher shall first attempt to solve the problem using the technical issue guide. If the Teacher is unsuccessful in resolving the issue, they shall then contact administration via the Chat Bot; the Teacher should also include such information in the comment after the lesson.

f. The School reserves the right to deduct payment for lessons in respect of which the teacher has falsified information regarding student attendance or technical issues.

g. The Teacher agrees that all lessons not completed on time with the appropriate comment and status shall be considered not conducted and shall not be compensated.

4.7. Getting trial lessons. The Teacher has the right to close and open his/her profile for new trial lessons by his/her own decision but not more often than once in 14 days. The School has the right to close and open the Teacher's profile for new trial lessons by its own decision based on the Teacher's rate, the Student's reviews or any other reasons without providing official notice of the action.

4.8. Company Awareness

The Teacher is responsible for maintaining a regular awareness of relevant news published in the Help Center or delivered to the teacher via e-mail or other means of communication.

Administrator-initiated communication should never be ignored, and responses should be sent back no later than 48 hours after receiving the message/e-mail/phone call.

5. Intellectual Property

5.1. The Parties agree that all intellectual property rights to the teaching materials (slides) offered by the AllRight platform to the Teacher for conducting the lessons (“**Materials**”) belong to the School, namely the exclusive right to use the Materials and exclusive right to permit or prohibit any use, rights for remaking of Materials without limitation in time and area of use, including rights both currently existing and which may exist in the future and those as provided by Bern Convention on Protection of Works of Literature and Art (Paris Act as of 24.07.1971, as amended and restated on 02.10.1979), Universal Copyright Convention, 1952, as well as other international treaties.

5.2. In case the Teacher makes amendments to such Materials as specified in clause 3.4. or otherwise (“**Amendments**”), and/or creates new intellectual property objects as specified in clause 2.1(a) or otherwise (“**New objects**”), the Teacher provides the School with the perpetual, worldwide, non-exclusive license to such Amendments and New objects from the moment of their creation.

5.3. In case the Teacher makes Amendments to the Materials and/or creates New objects within the framework of provision of Services herein, they shall correspond with the Company's quality and service standards, the applicable legislation and other moral standards of society.

5.4. All lessons are recorded, evaluated and assessed regularly by methodologists. The School retains the right to use recorded parts of the lessons, or the entire lesson, for internal use by the company. By accepting this Agreement, the Teacher grants the permission to the School to record the lessons, both video and audio, take photos of the Teacher during the lesson, store such video, audio, and photos, use them for the purposes of evaluation of the lessons quality and Teacher's performance by sharing among other contractor's of the School. The Teacher may ask to delete such materials, however, as this makes it impossible to assess the quality of lessons, the School has the right to terminate the Agreement upon deletion with the immediate effect.

6. Cancellations policy

6.1. Cancellations made by the Student

- a.** The Student has the right to cancel a booked lesson 6 hours in advance or more with no charges.
- b.** In case the Student cancels a lesson with short notice (less than 6 hours in advance) the Teacher gets 75% of compensation for the lesson. In rare cases of Student cancellation due to force majeure, the School reserves the right to request the rescheduling of the lesson.

- c. In case the Student doesn't show up to the lesson, the Teacher should stay in the virtual classroom with his/her camera on till the end of the lesson. In this case the Teacher gets 75% of compensation for the lesson.
- d. If the Student is late for the lesson and this is the reason only ten or less minutes of the lesson were conducted by the Teacher, the Teacher shall mark the lesson as "The Student didn't show up".
- e. In case 10 minutes or less of the lesson was conducted by the Teacher due to technical difficulties, the Teacher shall mark the lesson as "Not conducted - technical issues".
- f. In case more than 10 minutes of the lesson was conducted by the Teacher due to technical difficulties or Student tardiness, the Teacher shall mark the lesson as conducted with technical issues.

6.2. Cancellations made by the Teacher

- a. The Teacher has the right to cancel a lesson 12 hours in advance or more with no deductions.
- b. In case the Teacher cancels a lesson (either confirmed or unconfirmed) less than 12 but more than 2 hours in advance, 50% of the Teacher's net earnings under this Agreement for the corresponding type of lesson shall be deducted from the Teacher's remuneration. In case the Teacher cancels a lesson less than 2 hours in advance or is absent from the lesson, 100% of the Teacher's net earnings under this Agreement for the corresponding type of lesson shall be deducted from the Teacher's remuneration.
- c. The Teacher has the right to appeal deductions made for short notice cancellations and absences within 7 days of the event and with sufficient evidence to support their appeal. The Agent has the right to refuse appeals in case they are too frequent (more than 3 in a month).

6.3. Bonus systems. The School reserves the right to implement, amend or cancel any bonus systems with an immediate effect. The Teacher may receive detailed information on existing bonus systems from the School's manager.

6.4. Force Majeure and System Outages. In case the School experiences a systemwide outage due to technical reasons or force majeure, the School reserves the right to withhold pay of net earnings of the Teacher for the affected lessons.

For the purposes of this Agreement, the term "Force majeure" shall mean obstacles of inevitable force which include without limitation, any extraordinary events, namely war or military actions, epidemics, measures taken to fight an epidemic, fires, natural disasters, accidents in the power supply networks, amendments of the current legislation that are able to prevent the Party from the fulfilling of obligations hereunder, as well as any other events that may be recognized by the court as an obstacle of inevitable force.

6.5. Term of the Agreement. This Agreement shall come into force from the moment the Teacher agrees to be bound by it and remains valid and binding until the fulfillment of the obligations by the Parties as provided herein, unless terminated early in accordance with its provisions.

6.6. Terms and Conditions. The School may amend this Agreement with the subsequent publication of such amendments on the website. Such amendments come into force from the moment of their publication on the website and constitute an integral part of the Agreement.

The School undertakes to do its best to inform the Teacher of all the applicable amendments. Simultaneously, the Teacher agrees that he/she is liable for monitoring of the website on the subject of any amendments to the Agreement.

In case of the discrepancies between the provisions of the Agreement and the amended agreement located on the website, the amended agreement shall prevail.

7. Privacy notice. In compliance with applicable legislation the Teacher confirms that he voluntarily and on free of charge basis grants to the School consent for processing of any of his/her personal data (including last name, first name and middle name, residence address, bank details, passport details, identification number (registration number of taxpayer's accounting card), telephone numbers, e-mail address, education details, photo's, video and audio materials created while using the School's website or provided directly by the Teacher, including consent for collection, inclusion in the database, accumulation, storing, adaptation, renewal, use, deleting of the personal data from the database. His/her private information might be disclosed to state authorities upon legally binding request. The period for which the School may retain personal information about the Teacher depends upon the period of our cooperation and legislative requirements, however shall not exceed the reasonable period required to fulfill the purposes for which such information is collected. The Teacher may ask to delete data by contacting the Agent at privacy@allright.com. In such a case, the Agreement shall be terminated immediately, and section 6.5 of the Agreement applies.

8. Applicable law and dispute resolution

8.1. All disputes or disagreements arising between the Parties under this Agreement or in connection with it shall be settled through negotiations between them.

8.2. The Party who claims a breach of any term of this Agreement shall inform in writing through electronic communication, the other Party of such breach. In case within 30 (thirty) calendar days the Party that sent the claim has not received a response, or in case within 30 (thirty) calendar days from the date of receipt of the first response to the claim the Parties have not come to any agreement, the Party who claims the breach may pursue his claim in a court of law as prescribed under the terms of this Agreement.

8.3. For any services provided by Virtual Mentor the applicable law shall be the law of Delaware, US and for any services provided by Allright Limited the applicable law shall be that of the Republic of Cyprus.

8.4. Any dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity, or termination, shall be referred to and finally be resolved by the Court of Delaware or the District Court of Nicosia, depending on whether the services are rendered by Virtual Mentor, Inc. or Allright Limited.

The website allright.com hosts services provided by the companies Allright Limited and Virtual Mentor, Inc.

Details of services providers, as applicable:

Virtual Mentor, Inc.

Registered Office Address: 251, Little Falls Drive, City of Wilmington, County of New Castle, Delaware, 19808, USA

Registration number 5839305

Allright Limited

Registered Office Address: 67 Kennedy Avenue, Athienitis Kennedy Park, 4th Floor, Office 401, 1076 Nicosia, Cyprus

Registration number HE 418328