

This Independent Tutor Agreement (the “Agreement”) sets forth the terms and conditions whereby you, an independent service provider fully-licensed (to the extent required by applicable law) and qualified to provide the services contemplated by this Agreement (the “Tutor”) agree to provide certain services (as described on Schedule 1) to third parties that may, from time to time, contact you through the web-based platform of TeacherFindr, Inc., a Delaware corporation, (dba “TutorUp”).

TutorUp  
P.O.Box 121134  
Nashville, TN 37212

## **1. GENERAL PROVISIONS**

### **1.1 Background Statement.**

TutorUp is the creator of a technology platform that creates a marketplace to connect potential clients (Parents) with teachers who are looking for tutoring work, such as an Independent Teacher, who would then provide the Tutoring Services. TutorUp provides a web-based portal (the TutorUp Platform) through which Parents may connect with a network of Tutors with whom they may arrange for Tutoring Services.

TutorUp and Tutors on platform intend that Tutors will provide these services to parents strictly as an independent contractor, and not as an employee, worker, agent, joint venturer, partner or franchisee of TutorUp or any Parent for any purpose.

TutorUp does not provide the Services described in this Agreement and does not employ individuals to perform said Services. TutorUp’s role is limited to offering the technology platform as a referral tool for Parents and Tutors and facilitating payments from Parents to Tutors.

### **1.2 The TutorUp Platform and Terms of Use.**

Before receiving access to the TutorUp Platform, Tutor must also review and agree to the Terms of Use of the TutorUp Platform, which are incorporated herein by reference and which Tutor acknowledges he/she has reviewed and accepted. To the extent the Terms of Use are inconsistent with this Agreement, this Agreement shall control.

TutorUp does not guarantee any minimum number of jobs will be available to a Tutor at any point during the term of this Agreement. Subject only to the limitation set forth in paragraph 9.1, a Tutor is not obligated to respond to any messages or select any Jobs posted by any Parent at any time. Once a Tutor agrees to start working with a Parent, a contract is formed directly between the Parent and the Tutor for the Tutor to provide tutoring services. Service Provider hereby appoints TutorUp to be its disclosed agent for the purposes of entering into such a contract with the Parent. Tutor agrees that Tutor’s name and phone number may be provided or made available to Parent by or on behalf of TutorUp after a match has been made.

## **2. THE SERVICES**

Tutors shall be eligible to be messaged and booked through the TutorUp Platform by parents. After a Tutoring arrangement has been made between a Parent and a Tutor facilitated by our platform, including the Parent finding the tutor, messaging the tutor, or learning more about the tutor through the

TutorUp platform, the Tutor agrees to not accept any payment from Parent that does not go through the TutorUp platform.

### 3. SERVICE FEES

#### 3.1 Service Fees.

Parent shall pay for completed tutoring appointments through the TutorUp Platform at the charge rates (for parents) and hourly rates (for teachers) indicated when the match is made. For each tutoring session purchased, approximately 10-15% of the charge rate (depending on length of session, subject, and grade level) shall be owed to TutorUp as a recurring Booking Fee. After the Booking Fee is deducted, Tutor will receive the balance of those payments as their hourly rate.

Modifications to pricing and fees will be effective upon written notification to Tutor and will supersede any and all prior versions. By accepting this Agreement, Tutor authorizes TutorUp to withhold TutorUp's Booking Fee from the payment made to the Tutor for each tutoring appointment (Booking fee).

#### 3.2 Service Fee Payment.

When a Job is complete, Tutor will submit to the Parent and TutorUp confirmation that the tutoring appointment took place, and indicate the number of hours that a Tutor worked with a Parent. TutorUp will transmit payment to Tutor via direct deposit.

So long as Tutor has completed the steps necessary to set up a direct deposit account and provided those details to TutorUp, TutorUp shall then remit payment for each tutoring appointment, less TutorUp's booking fee, within seven (7) business days.

Absent Tutor's failure to complete the appropriate steps for arrange for payment by direct deposit, TutorUp's failure to remit payment within seven (7) business days shall constitute a material breach of this Agreement. If applicable, TutorUp will report the payments paid to Tutor under this Agreement by filing the appropriate Form 1099 with the Internal Revenue Service as required by law. Payment processing services for Tutors are provided by Braintree and are subject to the Braintree Acceptable Use Policy, located at <https://www.braintreepayments.com/legal/acceptable-use-policy>, which includes the Braintree Terms of Service (collectively, the Braintree Payment Services Agreement). By agreeing to this Agreement, Tutor agrees to be bound by the Braintree Payment Services Agreement, as the same may be modified by Braintree from time to time. As a condition of TutorUp enabling payment processing services through Braintree, Tutor agrees to provide TutorUp accurate and complete information about Tutor and Tutor's business, and Tutor authorizes TutorUp to share it and transaction information related to Tutor's use of the payment processing services provided by Braintree.

### 4. RELATIONSHIP OF THE PARTIES

Tutor is an independent contractor and has not been engaged by TutorUp to perform services on TutorUp's behalf. Rather, Tutor has entered into this Agreement for the purpose of having access to the TutorUp Platform and the exclusive marketplace for services thereby created by TutorUp, in exchange for which it pays TutorUp a fee, as described herein. This Agreement shall not be construed to create any association, partnership, joint venture, employee, worker or agency relationship between Tutor and TutorUp or any Service Requester for any purpose. Tutor has no authority (and shall not hold himself or herself out as having authority) to bind TutorUp and Tutor shall not make any agreements or representations on TutorUp's behalf without TutorUp's prior written consent. Tutor understands that Tutor will not be eligible to participate in any benefit plans offered to TutorUp's employees, including, but not limited to, vacation, group medical or life insurance, disability, profit sharing or retirement benefits or any other fringe benefits or benefit plans offered by TutorUp to its employees. TutorUp will not be responsible for withholding or paying any income, payroll, Social Security, or other federal, state,

or local taxes, making any insurance contributions, including unemployment or disability, or obtaining workers' compensation insurance on Tutor's behalf. Tutor shall be responsible for, and shall indemnify and hold TutorUp harmless for any claims, suits, or actions related to this provision, including any such claims brought by Tutor or by any third party with respect to any claims for taxes or contributions, including penalties and interest.

## **5. INDEMNIFICATION**

Tutor shall defend, indemnify and hold harmless TutorUp and its affiliates and their officers, directors, employees, agents, successors, and assigns from and against all losses, damages, liabilities, deficiencies, actions, judgments, interest, awards, penalties, fines, costs, or expenses of whatever kind (including reasonable legal fees) arising out of or resulting from: (a) bodily injury, death of any person, theft or damage to real or tangible, personal property resulting from Tutor's acts or omissions; and (b) Tutor's breach of any representation, warranty, or obligation under this Agreement.

The Services that Tutor provides pursuant this Agreement are fully and entirely Tutor's responsibility. TutorUp is not responsible or liable for the actions or inactions of a Service Requester or other third party in relation to the Services provided by Tutor. Tutor understands, therefore, that by using the TutorUp Platform, Tutor will be introduced to third parties in relation to whom TutorUp has not conducted any background or reference checking, that may be potentially dangerous, and that Tutor uses the TutorUp Platform at his/her own risk.

## **6. TERM; TERMINATION**

### **6.1 Term.**

This Agreement shall be effective as of the date it is executed by Tutor and shall remain in effect unless and until terminated as set forth in this paragraph 6 (the Term). Tutor understands that TutorUp may temporarily deactivate Tutor's profile on TutorUp Platform in the event that Tutor is inactive on the TutorUp Platform for a period that exceeds 3 months or at TutorUp's discretion, as modified from time to time. In such circumstances, TutorUp shall reactivate Tutor's profile upon request from Tutor.

The parties acknowledge that the term of this Agreement does not reflect an uninterrupted service arrangement, as this Agreement guarantees Tutor the right to choose when to make himself or herself available and each tutoring appointment referred and accepted is treated as a separate service arrangement.

### **6.2 Termination.**

(a) Except as stated in Section 6.3 below, TutorUp and Tutor may terminate this Agreement, effective immediately upon written notice to the other party, in the event that other party materially breaches this Agreement. A material breach shall include, but not be limited to, the acts or omissions expressly defined as constituting a material breach herein, TutorUp's failure to timely remit Service Fees as described herein, or if a Tutor cancels or reschedules two (2) or more tutoring appoints he or she has booked within any twenty-eight (28) day period.

In the event there is a dispute whether TutorUp or Service materially breached the agreement, and it cannot be resolved by informal negotiations, the parties agree to submit any such dispute to final and binding arbitration as described in paragraph 9.2, below. In the event of such disputes, TutorUp shall bear all the Arbitrator's fees and costs.

(b) In addition to the foregoing, TutorUp and Tutor may terminate the Agreement for any reason upon fifteen (15) days' written notice.

### 6.3 TutorUp's Obligations Upon Termination.

Upon termination of this Agreement: (a) if the termination is effected by TutorUp, TutorUp shall immediately pay to Tutor any outstanding earned Service Fees; or (b) if the termination is effected by Tutor, TutorUp shall pay to Tutor any outstanding earned Service Fees within seven (7) business days.

## 7. OTHER BUSINESS ACTIVITIES

Tutor may be engaged or employed in any other business, trade, profession, or other activity, including providing Services to customers booked through means other than the TutorUp Platform, including other web-based portals. However, Tutor shall not affirmatively solicit Parents originally referred through the TutorUp Platform to book jobs through any means other than the TutorUp Platform.

## 8. ASSIGNMENT

Tutor may not assign this Agreement, absent written authorization by TutorUp. TutorUp may freely assign its rights and obligations under this Agreement at any time. This Agreement will inure to the benefit of, be binding on, and be enforceable against, each of the parties hereto and their respective successors and assigns.

## 9. DISPUTE RESOLUTION; GOVERNING LAW

### 9.1 Informal Negotiations.

To expedite resolution and reduce the cost of any dispute, controversy or claim related to this Agreement or otherwise arising from the relationship between Tutor and TutorUp, Tutor and TutorUp agree to first attempt to negotiate any dispute informally for at least thirty (30) days before initiating any arbitration or court proceeding. Such informal negotiations will commence upon written notice.. TutorUp's address for such notices is [support@TutorUp.com](mailto:support@TutorUp.com)

### 9.2 Mandatory and Exclusive Arbitration.

TutorUp and Tutor mutually agree to resolve any disputes between them exclusively through final and binding arbitration instead of filing a lawsuit in court. This arbitration agreement is governed by the Federal Arbitration Act (9 U.S.C. §§ 1-16) and shall apply, including, but not limited, to any and all claims arising out of or relating to this Agreement, the Tutor's classification as an independent contractor, Tutor's provision of Services under this Agreement, the payments received by Tutor for providing Services, the termination of this Agreement, and all other aspects of the Tutor's relationship with TutorUp, past or present, whether arising under federal, state or local statutory and/or common law.

Only an arbitrator, and not any federal, state, or local court or agency, shall have the exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability, or formation of this dispute resolution provision. However, as stated in Section 8.2(d) below, the preceding clause shall not apply to the Class Action Waiver and Private Attorney General Waiver.

BY AGREEING TO ARBITRATE ALL SUCH DISPUTES, THE PARTIES TO THIS AGREEMENT AGREE THAT ALL SUCH DISPUTES WILL BE RESOLVED THROUGH BINDING ARBITRATION BEFORE AN ARBITRATOR AND NOT BY WAY OF A COURT OR JURY TRIAL.

(a) If either party wishes to initiate arbitration, the initiating party must notify the other party in writing via certified mail, return receipt requested, or hand delivery within the applicable statute of limitations period. This demand for arbitration must include (1) the name and address of the party seeking arbitration, (2) a statement of the legal and factual basis of the claim, and (3) a description of the

remedy sought. Any demand for arbitration by Tutor must be delivered to P.O.Box 121134 Nashville, TN 37212

(b) CLASS ACTION WAIVER-PLEASE READ. TutorUp and Tutor mutually agree that by entering into this agreement to arbitrate, both waive their right to have any dispute or claim brought, heard or arbitrated as a class action and/or collective action, and an arbitrator shall not have any authority to hear or arbitrate any class and/or collective action (Class Action Waiver).

(c) REPRESENTATIVE ACTION WAIVER-PLEASE READ. TutorUp and Tutor mutually agree that by entering into this agreement to arbitrate, both waive their right to have any dispute or claim brought, heard or arbitrated as a private attorney general act representative action, and an arbitrator shall not have any authority to arbitrate a private attorney general action (“Private Attorney General Waiver”). However, this Private Attorney General Waiver does not apply to any claim brought in arbitration as a private attorney general solely on my own behalf and not on behalf of or regarding others.

(d) Notwithstanding any other clause contained in this Agreement, this arbitration provision, or the AAA Rules, as defined below, any claim that all or part of this Class Action Waiver and/or Private Attorney General Waiver is unenforceable, unconscionable, void or voidable may be determined only by a court of competent jurisdiction and not by an arbitrator. As stated above, all other disputes regarding interpretation, applicability, enforceability, or formation of this dispute resolution provision shall be determined exclusively by an arbitrator.

(e) Tutor agrees and acknowledges that entering into this arbitration agreement does not change Tutor’s status as an independent contractor in fact and in law, that Tutor is not an employee of TutorUp or any Service Requester and that any disputes in this regard shall be subject to arbitration as provided in this agreement.

(f) Any arbitration shall be governed by the American Arbitration Association Commercial Arbitration Rules (AAA Rules), except as follows: (1) The arbitration shall be heard by one arbitrator selected in accordance with the AAA Rules. The arbitrator shall be an attorney with experience in the law underlying the dispute; (2) TutorUp shall pay the Arbitrator’s fees and costs, unless applicable law requires otherwise; (3) The Arbitrator may issue orders (including subpoenas to third parties) allowing the parties to conduct discovery sufficient to allow each party to prepare that party’s claims and/or defenses, taking into consideration that arbitration is designed to be a speedy and efficient method for resolving disputes; (4) Except as provided in the Class Action Waiver and Private Attorney General Waiver, the Arbitrator may award all remedies to which a party is entitled under applicable law and which would otherwise be available in a court of law, but shall not be empowered to award any remedies that would not have been available in a court of law for the claims presented in arbitration. The Arbitrator shall apply the state or federal substantive law, or both, as is applicable; (5) The Arbitrator may hear motions to dismiss and/or motions for summary judgment and will apply the standards of the Federal Rules of Civil Procedure governing such motions; (6) The Arbitrator’s decision or award shall be in writing with findings of fact and conclusions of law; (7) Either TutorUp or Tutor may apply to a court of competent jurisdiction for temporary or preliminary injunctive relief on the ground that without such relief the arbitration provided in this paragraph 9 may be rendered ineffectual.

(g) Regardless of any other terms of this Agreement, nothing prevents you from making a report to or filing a claim or charge with the Equal Employment Opportunity Commission, U.S. Department of Labor, Securities Exchange Commissions, National Labor Relations Board, or Office of Federal Contract Compliance Programs, and nothing in this Agreement or dispute resolution provision prevents the investigation by a government agency of any report, claim or charge otherwise covered by this arbitration provision. This arbitration provision also does not prevent federal administrative agencies from adjudicating claims and awarding remedies based on the claims addressed in this paragraph 9, even if the claims would otherwise be covered by this arbitration provision. Nothing in this arbitration provision prevents or excuses a party from satisfying any conditions precedent and/or exhausting administrative remedies under applicable law before bringing a claim in arbitration. TutorUp will not retaliate against you for filing a claim with an administrative agency or for exercising rights (individually or in concert with others) under Section 7 of the National Labor Relations Act.



(h) The AAA Rules may be found at [www.adr.org](http://www.adr.org) or by searching for AAA Commercial Arbitration Rules using a service such as [www.Google.com](http://www.Google.com) or [www.Bing.com](http://www.Bing.com) or by asking TutorUp Operations to provide a copy.

(i) Right To Consult With A Lawyer: Tutor has the right to consult with private counsel of Tutor's choice for independent legal advice with respect to any aspect of, or any claim that may be subject to, this dispute resolution provision.

(j) In the event any portion of this dispute resolution provision is deemed unenforceable, the remainder of this dispute resolution provision will be enforceable. In any case in which (1) the dispute is filed as a class, collective, or representative action and (2) there is a final judicial determination that all or part of the Class Action Waiver and/or Private Attorney General Waiver is invalid or unenforceable, the class, collective, or representative general action to that extent must be litigated in a civil court of competent jurisdiction, but the portion of the Class Action Waiver and Private Attorney General Waiver that is valid and enforceable shall be enforced in arbitration.

### **9.3 Governing Law.**

Except for the Mandatory and Exclusive Arbitration provision set forth in paragraph 9.2, which is governed by the Federal Arbitration Act, this Agreement is governed and interpreted pursuant to the laws of the State of New York, notwithstanding any principles of conflicts of law.

## **10. PARENTAL PRIVACY**

Tutor understands that in performing the Services, he or she will receive certain private and/or confidential information regarding the Parents and will have access to their homes and personal belongings. Except upon order of government authority (e.g., Court, administrative agency) having jurisdiction, or upon written consent by the Service Requester, Tutor agrees that he or she shall not publish, disseminate or disclose, for his or her own benefit or the benefit of any third party, any confidential information regarding the Parents, including addresses, telephone numbers and/or financial information. Tutor further agrees not to engage in any activity which violates the privacy of any Service Requester, including, but not limited to, taking unauthorized photographs or making unauthorized audio or video recordings of a Parent or his or her homes or personal belongings, or publishing, disseminating or disclosing any such photographs or recordings. Tutor acknowledges that his/her failure to comply with the foregoing shall constitute a material breach of this Agreement.

## **11. MODIFICATION**

Tutor hereby expressly acknowledges and agrees that, by using or receiving access to the TutorUp Platform, Tutor and TutorUp are bound by the then-current version of this Agreement, including any modifications and supplements to this Agreement or documents incorporated herein, including the Schedules below. Continued use of the TutorUp Platform after any modifications or supplements to the Agreement shall constitute Tutor's consent to such modifications and supplements. Tutor is responsible for regularly reviewing this Agreement.

## **12. Defend Trade Secrets Act of 2016.**

Tutor acknowledges receipt of the following notice under 18 U.S.C § 1833(b)(1): An individual shall not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of a trade secret that (A) is made (i) in confidence to a Federal, State, or local government official, either directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (B) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal.

**13. MISCELLANEOUS**

All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a Notice) shall be in writing and addressed to the parties at the addresses set forth on the first and last pages of this Agreement (or to such other address that may be designated by the receiving party from time to time in accordance with this paragraph). All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile or e-mail of a PDF document (with confirmation of transmission), or certified or registered mail (in each case, return receipt requested, postage prepaid). This Agreement, together with any other documents incorporated herein by reference, and related exhibits and schedules, constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter. This Agreement may only be amended, modified, or supplemented by an agreement in writing signed by each party hereto, and any of the terms thereof may be waived, only by a written document signed by each party to this Agreement or, in the case of waiver, by the party or parties waiving compliance. Except as expressly provided otherwise in this Agreement, if any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. This Agreement may be executed in multiple counterparts, including by facsimile or other electronic signature, each of which shall be deemed an original and all of which together shall constitute one instrument. Headings appear solely for convenience of reference. Such headings are not part of this Agreement and shall not be used to construe it.

This Agreement may not be amended, by implication or otherwise, by any marketing material contained on TutorUp's website or the TutorUp Platform. Nothing contained in this provision or this Agreement is intended to or shall be interpreted to create any third-party beneficiary claims.

Tutor acknowledges that he/she has read and understands this Agreement and also acknowledges that he/she had a reasonable and adequate opportunity to seek and receive independent legal advice, at the Tutor's own expense, prior to signing this Agreement.

TutorUp  
P.O.Box 121134  
Nashville, TN 37212



05 / 11 / 2020

<b>TITLE</b>	TutorUp Tutor Agreement
<b>FILE NAME</b>	TutorAgreement-1.pdf
<b>DOCUMENT ID</b>	a7733824ad1fa713847dddeae3ee00913ef8a1ba
<b>AUDIT TRAIL DATE FORMAT</b>	MM / DD / YYYY
<b>STATUS</b>	● Completed

---

### Document History



SENT

**05 / 11 / 2020**

19:06:21 UTC

Sent for signature to Mike Freeman (mike@tutorup.com) from marion@tutorup.com  
IP: 47.24.58.211



VIEWED

**05 / 11 / 2020**

20:44:53 UTC

Viewed by Mike Freeman (mike@tutorup.com)  
IP: 75.30.67.77



SIGNED

**05 / 11 / 2020**

20:45:22 UTC

Signed by Mike Freeman (mike@tutorup.com)  
IP: 75.30.67.77



COMPLETED

**05 / 11 / 2020**

20:45:22 UTC

The document has been completed.