

## Contract for Services

KNOW ALL MEN BY THESE PRESENTS:

This Contract for Services ("Contract") is made and executed this 24th of January 2022 in Singapore, by and between:

NATIVE CAMP PTE. LTD. (SINGAPORE), a corporation duly organized and existing under and by virtue of Singaporean laws, with principal office at 141 Middle Road #05-06 GSM Building, Singapore, represented herein by its manager, SEUNGHEE CHUNG, and hereinafter referred to as the "FIRST PARTY."

--and--

Arla Zeqaj, of legal age and Albanian, as the applicant for the home-based ESL tutorial position, hereinafter referred to as the "SECOND PARTY."

WHEREAS, the FIRST PARTY, which is engaged in the business of providing Interactive Tutorial System or online English Tutorial Services catering to foreign students/clients, desires to engage the services of teachers with the necessary qualifications such as, but not limited to, English proficiency, efficiency, productivity, hard work, initiative, resourcefulness, commitment to one's work, punctuality, teamwork, optimism towards work and professionalism;

WHEREAS, the SECOND PARTY represents himself/herself to the FIRST PARTY as being proficient in the English language and having the necessary skills and qualifications required by the FIRST PARTY to provide English tutorial services to its foreign students/clients;

WHEREAS, the FIRST PARTY desires to avail itself of the services of the SECOND PARTY to provide computer-based online tutorial to its foreign students/clients;

NOW, THEREFORE, this Contract for Services is executed subject to the following terms and conditions, to wit:

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### 1. SCOPE OF SERVICES

The SECOND PARTY shall provide a computer-based online tutorial services to the FIRST PARTY's foreign students/clients to the best of his/her ability with due care, skill and expertise while maintaining the highest degree of propriety and professionalism in providing such services.

In performing the agreed services, the obligations of the SECOND PARTY include, but is not limited to, the following:

- a.  
To provide the FIRST PARTY true, accurate, current and complete information about his/her personal profile and maintain and regularly update his/her personal profile to keep it true, accurate, and precise;
- b.  
To regularly and punctually submit his/her schedule of committed time slots and to be ready, punctual, and available to conduct classes during all his/her committed time slots;  
>
- c.  
To avoid any form of fraudulent transactions and misrepresentations against the FIRST PARTY.

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### 2. VENUE OF TUTORIALS

The SECOND PARTY must provide his/her own internet connection and equipment including, but not limited to, personal computer/laptop, webcam, and headset in a place convenient and susceptible for learning. The SECOND PARTY shall solely be responsible for all fees and costs associated with the tutorial services and for the maintenance of all computer hardware and equipment required in rendering the tutorial services outside the FIRST PARTY's office.

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### 3. TUTORS' PRACTICAL GUIDELINES

The FIRST PARTY shall create and establish guidelines to ensure that the desired end results of the online English tutorial services are achieved.

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### 4. INDEPENDENT CONTRACTOR

The SECOND PARTY is at all times under this Contract as an Independent Contractor. The SECOND PARTY warrants and represents that he/she is engaged in a profession or in a business of his/her own separate, distinct and independent from the business of the FIRST PARTY and undertakes to perform the job, work or service on his/her own account and under

his/her own responsibility according to his/her own manner and method, and free from the control and direction of the FIRST PARTY in all matters connected with the performance of the online English tutorial services except as to the results thereof.

NO employer-employee NOR principal-agent relationship shall exist between the FIRST PARTY and the SECOND PARTY. Nothing in the provisions contained herein shall be construed as creating an employer-employee or a principal-agent relationship between the parties.

## 5. CONFIDENTIALITY

The SECOND PARTY shall treat with utmost confidentiality all information made known or disclosed to him/her in the course of his/her tutorial classes, any information which has been or may have been supplied to him/her by the FIRST PARTY during the execution of this Contract and all information about the FIRST PARTY and the students, and shall not divulge or share said information to any third party even after the termination of this Contract, without the prior written consent or authority of the FIRST PARTY and the students. Upon the termination of this Contract for any reason whatsoever, the SECOND PARTY shall return to the FIRST PARTY or destroy all copies of any and all Intellectual Property that may be in the possession of the SECOND PARTY.

In case of violation of the foregoing, the SECOND PARTY shall be liable for liquidated damages in favor of the FIRST PARTY in the amount of Three Thousand (\$3,000.00) US Dollars.

## 6. NON-SOLICITATION

SECOND PARTY shall refrain from soliciting or accepting solicitation from, or by any third party on behalf of, current or former clients of the FIRST PARTY, or entering into a contractual relationship to provide the same or similar online English tutorial services as provided through the FIRST PARTY. Violation of this provision shall mean automatic termination of the contract.

## 7. TERM

This Contract shall commence on 24th of January 2022 unless sooner terminated, extended or renewed by mutual agreement of the parties.

The FIRST PARTY may exercise the option to renew this Contract by giving written notice to the SECOND PARTY at least thirty (30) days before the end thereof, and the Contract shall be deemed renewed under the same terms and conditions unless otherwise provided.

Either party may pre-terminate this Contract WITHOUT CAUSE at any time before the end of the term by giving the other party a written notice of termination at least thirty (30) days before the effectivity thereof. Provided, that in case of any violation by the SECOND PARTY of any of the terms and conditions herein (e.g. breach of contract), the FIRST PARTY shall have the right to immediately pre-terminate this Contract without need of court action, effective upon notice to the other party of such termination with a right to claim damages and penalties, if any, against the SECOND PARTY.

## 8. TUTOR FEE

Tutor Fee shall be prescribed separately under the regulations in the FIRST PARTY's website. The SECOND PARTY shall pay for the tax liabilities, if any, arising from the said transaction in the country he/she is residing. Such tutor fee shall increase upon the discretion of the FIRST PARTY based on SECOND PARTY's qualifications and entitlement.

The SECOND PARTY acknowledges that any failure, defect or incompleteness in the class including, but not limited to, deviation by the SECOND PARTY from any of the procedures required by the FIRST PARTY and the conduct of the class for less than twenty-five (25) minutes due to any reason whatsoever, including, but not limited to, problems with internet connection, computer hardware or power, may be considered as a failure of conducting the class. In such case, the FIRST PARTY reserves the right to determine whether said class should be credited in favor of the SECOND PARTY for purposes of computing the SECOND PARTY's fees.

The FIRST PARTY shall pay the service fee through the bank account or PayPal account provided by the SECOND PARTY. In case of a problem in the payment system of the FIRST PARTY, NATIVE CAMP PTE. LTD. (SINGAPORE) or Golden Great Peak English, Inc., sister companies of the FIRST PARTY, duly established under the Singaporean laws, shall proceed with the payment in favor of the SECOND PARTY.

## 9. PENALTIES

In case of violation or breach of any of the provisions of this Contract, the SECOND PARTY shall be liable for liquidated damages in the amount of Three Thousand (\$3,000.00) US Dollars plus forfeiture or deduction of the service fees, if any, at the discretion of the FIRST PARTY.

## 10. PERSONAL CONTENT

The SECOND PARTY hereby grants to the FIRST PARTY and its related companies, contractors and marketing agencies ("FIRST PARTY GROUP") the right to upload his/her PERSONAL CONTENT, including, but not limited to, personal details (name, age, school and educational attainment etc.), photos, audios, and videos (introduction video and lesson videos



Arla

(ID:800162)



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etc.), on the FIRST PARTY GROUP's websites, social media channels, and promotional materials for use by the FIRST PARTY in connection with its business, including the FIRST PARTY's product feature, marketing, promotional, advertising and other consumer-related activities. The FIRST PARTY GROUP may use, display, reproduce, distribute, create derivative works from, combine with other materials, alter and/or edit the PERSONAL CONTENT in any manner in its sole discretion with no obligation to the SECOND PARTY.

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#### 11. INTELLECTUAL PROPERTY

The FIRST PARTY's name and logo and any and all documents, outlines, manuals, modules, website contents and materials of any type or form, which may be the lawful subject matter of copyright or intellectual property protection ("Intellectual Property") and which the FIRST PARTY has made available to the SECOND PARTY in connection with this Contract shall be exclusively owned by the FIRST PARTY.

The SECOND PARTY agrees that it does not and shall not hold any interest in the Intellectual Property provided by the FIRST PARTY for use by the SECOND PARTY in connection with the tutorial services rendered under this contract. The SECOND PARTY shall not copy, reproduce or use in any way said Intellectual Property for any purpose unrelated to the performance of services under this Contract, without the prior written consent of the FIRST PARTY.

This clause shall survive the termination of this Contract for Services.

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#### 12. ASSIGNMENT

The SECOND PARTY is prohibited from assigning or transferring this Contract, or any interest or rights he/she may have hereunder to another person without the prior written consent and approval of the FIRST PARTY.

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#### 13. NON-WAIVER OF RIGHTS

The failure of one party to insist upon a strict performance of any of the terms, conditions and covenants hereof, shall not be deemed a relinquishment or waiver of any right/remedy that said party may have, nor shall it be construed as a waiver of any subsequent breach of the same or other terms, conditions or covenants. Any waiver, extension or forbearance of any of the terms, conditions and covenants of this Contract by any party hereto shall be in writing and limited to the particular instance only and shall not in any manner whatsoever be construed as a waiver, extension or forbearance of any other terms, conditions and/or covenants of this Contract.

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#### 14. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of Singapore without reference to principles of conflict of laws, all rights and remedies being governed by said laws.

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#### 15. EXCLUSIVE JURISDICTION

The FIRST PARTY and the SECOND PARTY agree to submit to the personal and exclusive jurisdiction of the courts of Singapore for the purpose of enforcing a right or obligation under or arising out of this Contract to the exclusion of any other courts.

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#### 16. SEPARABILITY

In case any stipulation, clause, sentence, paragraph or any part of this Contract shall be declared invalid, the remainder of this Contract, or any provision not affected thereby, shall remain valid and enforceable between the parties and in force and effect.

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I understand that it is my responsibility to ensure that I am not or will not become involved in conflict of interest situations or activities relevant to this employment. If, during the course of my employment, a potential conflict arises, I accept the responsibility of immediately disclosing matters of the situation to NATIVE CAMP PTE. LTD. (SINGAPORE)

This agreement is entered into by and between the tutor applicant and NATIVE CAMP PTE. LTD. (SINGAPORE) in consideration of the mutual promises made in this agreement and other valuable considerations.

Agree

Disagree