

TUTOR INDEPENDENT CONTRACTING AGREEMENT

This Tutor Independent Contracting Agreement ("Agreement") sets forth the terms and conditions under which Daniel Majolagbe ("Tutor") and Tutor Me LA LLC ("Company") (both entities the "Parties") agree that Tutor shall provide tutoring instruction to Company's clients under the terms provided for in this Agreement

1.

Scope of Tutor's Duties. Tutor is a trained, experienced, and professional tutor and shall be given opportunities by the Company to connect with the Company's clients for their tutoring needs. Tutors are independently established by trade, occupation, or business and provide tutoring services with other companies including private clients without the involvement of the Company. Company's clients shall instruct Tutor as to the extent, nature, and timing of the services Tutor is asked to perform. Tutor is free to control scheduling, location, and teaching methodology for client. Tutor's services are instructive only. Tutor warrants and represents that it will not complete assignments, write papers, take quizzes or otherwise complete Company's client's coursework. Tutor warrants and represents that it will not violate any academic or conduct policy of Company's client's academic institution or workplace. If Company's client is under 18 years of age, Tutor warrants and represents that an adult will be present at any tutoring session taking place in a non-public venue. Violations of these warrants and representations are material breaches of this Agreement. Company makes no representations about the suitability, character, or background of any of Company's client, nor does Company perform background checks on Company's clients. Tutor is solely responsible for Tutor's selection of which Company's client Tutor tutors, and Tutor is solely responsible for their screening, background check, or other investigation of Company's clients prior to performance of services.

A. Background Check. Students may order and request a background check to be performed on Tutor through third-party GoodHire (www.goodhire.com). If a background check is ordered, then Tutor must consent and provide information to perform the background check. The background check includes a National Criminal Records Check, Social Security Trace, Address History Trace, Sex Offender Watch List, and Terrorist Watch List. A failure to consent to a background check shall result in removal from Company's site. After review of a background report, Company may remove Tutor.

2.

Compensation. In consideration of the services to be performed by Tutor under this Agreement, Company agrees to pay Tutor as outlined herein. Tutor acknowledges that payment is conditioned upon Tutor's completion and submission to Company of a federal I-9 form for tax purposes.

A.

Hourly Rate; Payment; No Payment from Clients. Tutor will be recommended a base rate by the Company based on average going rate of other tutors with similar qualifications. If Tutor wishes for a different base rate, Tutor can determine Tutor's hourly rate and submit that rate to Company via email to info@tutormeeducation.com. Company shall advertise the rate and list the rate on Tutor's application. The individual rate per Tutor per job is negotiated on a case by case basis. Once a Tutor has properly set up his/her bank account information, Company will pay Tutor during the first week of each new month (there may be delay on weekends or federal holidays) from the time the Tutor submits his/her completed lesson.

B.

Payment Policies.

i.

Tutor determines the hourly rate and can modify it at any time.

ii.

Tutor must sign up for Direct Deposit. The Company does not pay by check or other forms of payment. Funds will be released to Tutor's bank account as set forth above.

iii.

A social security number must be submitted by the Tutor via IRS Form W-9 before payment is distributed. Payment will not be released until a valid social security is provided.

iv.

The Company will issue 1099's at the end of the calendar year. If the Tutor prefers to report payments through an Employee Identification Number (EIN), then IRS Form W-9 must be submitted to Company.

3.

Term. This Agreement shall be effective as of the date of execution by the Parties below (the "Effective Date"). The term of Tutor's retention pursuant to this Agreement (the "Term") shall commence upon the Effective Date and remain in effect until terminated by either Party. In the event of termination, the obligations intended to survive the termination of this Agreement shall survive.

4.

Termination.

A.

Termination and Survival. Either Company or Tutor may immediately terminate this Agreement for any reason upon written notice of termination. However, the obligations with respect to Sections 5-13 of this Agreement shall survive.

B.

Effect of Termination. Upon termination of this Agreement pursuant to this Section 4, Tutor shall be entitled to receive any compensation which is accrued and payable under the terms of this Agreement, but unpaid as of the date of said termination.

5.

Independent Tutor Relationship. The relationship between the Parties shall be solely that of independent Tutors engaged in the operation of their own respective businesses. This Agreement does not constitute a hiring of Tutor as an employee of Company. Neither Party is or shall be deemed or construed to be an employee or agent or representative of the other Party for any purpose whatsoever. Tutor is under the control of Company only to the extent of the nature and approximate timing of the services it is asked to perform, and not as to the details and means by which such services are performed. Company shall not make any premium payments or contributions for any worker's compensation or unemployment compensation for Tutor, and shall not make any contributions on Tutor's behalf for Medicare, Social Security or any other required employment taxes. Tutor is and shall be responsible for paying all applicable federal and state income and business taxes due to government agencies with respect to the performance of services under this Agreement. Tutor understands that it will not be entitled to receive any employment or post-employment benefits from Company.

6.

Confidentiality.

A.

Company Information. Company will make available to Tutor certain Confidential Information of Company, previously non-disclosed to it, which will enable it to optimize the performance of its duties to Company. In exchange, Tutor agrees to use such Confidential Information solely for Company's benefit. Notwithstanding the preceding sentence, Tutor agrees that upon the expiration or termination of the Agreement, Company shall have no obligation to provide or otherwise make available to Tutor any of its Confidential Information. "Confidential Information" means any Company proprietary information, technical data, trade secrets or know-how, including, but not limited to, research, product plans, products, services, customer lists and customers (including, but not limited to, customers or clients of Company on whom Tutor called or with whom her or she became acquainted during the term of the contract), markets, software, developments, inventions, processes, formulas, technology, designs, drawings, engineering, hardware configuration information, marketing, finances or other business information disclosed to Tutor by Company either directly or indirectly in writing, orally or by drawings or observation of parts or equipment. Confidential Information does not include any of the foregoing items which has become publicly known and made generally available through no wrongful act or omission of Tutor or of others who were under confidentiality obligations as to the item or items involved or improvements or new versions thereof.

B.

Strictest Confidence. Tutor agrees at all times during the term of engagement pursuant to the Agreement with Company and thereafter, to hold in strictest confidence, and not to use, except for the exclusive benefit of Company, or to disclose to any person, firm or corporation without prior written authorization of an officer of Company, any Confidential Information of Company.

7.

Non-Exclusivity.

A.

Non-Exclusivity. Tutor is permitted to provide services to any party in addition to Company as long as it is able to fulfill its obligations to Company under this Agreement.

8.

Work Product and Copyright.

A.

Work Product and Copyright Ownership. As set forth in this section, any and all works, ideas, discoveries, inventions, patents, products, designs, business methods or other information (collectively, the "Work Product") which Tutor may conceive or make during the Term, developed in whole or part in connection with Tutor's services to Company, which Work Product is created for use on the Company's website, shall be the sole and exclusive property of Company. Tutor acknowledges and agrees that any copyrightable works it prepares for use on the Company's website are "works for hire" under the Copyright Act and that Company will be considered the author and owner of such works. Tutor also hereby irrevocably transfers and assigns to Company all worldwide patents, patent applications, copyrights, trademarks, trade secrets and other intellectual property rights in any Work Product made, conceived, first reduced to practice, or created, either alone or with others, for use on the Company's website to Company.

9.

Interference; Non-Circumvention. During the course of the Agreement and for a period of twenty-four (24) months immediately following the expiration or termination of the Agreement for any reason, whether with or without good cause or for any or no cause, at the option of either party, with or without notice, Tutor will not, either directly or indirectly, interfere with Company's contracts and relationships, or prospective contracts and relationships, including, but not limited to, Company's customer or client contracts, referrals and relationships. In particular, after termination, Tutor will make no further contact or perform any services for a client of Company. Tutors will not solicit tutoring from the client for any course/subject other than which they are hired. Clients may not contact or conduct business with the tutors for reasons unrelated to the course/subject for which they are hired. Such violation of the Agreement may void a current purchase of tutor sessions by the client and MAY LEAD TO TERMINATION OF THE TUTOR AND \$2,500 (TWO-THOUSAND FIVE HUNDRED DOLLARS) FINE FOR THE TUTOR AND/OR LOSS OF PAY.

10.

Equitable Remedies.

A.

Damages Due to Breach. Tutor agrees that it would be impossible or inadequate to measure and calculate Company's damages from any breach of the covenants set forth in this Agreement. Accordingly, it agrees that if it breaches any such section, Company will have available, in addition to any other right or remedy available, the right to obtain an injunction from a court of competent

jurisdiction restraining such breach or threatened breach and to specific performance of any such provision of this Agreement.

B.

Bond Waiver and Consent. No bond or other security shall be required in obtaining such equitable relief, and Tutor hereby consents to the issuance of such injunction and to the ordering of specific performance.

11.

General Provisions.

A.

Tutor agrees that its obligations under Sections 5-13 of this Agreement shall be binding upon it with respect to all periods of engagement for services by Company, irrespective of the duration of this Agreement, the reasons for any termination of this Agreement, or the amount of its compensation and shall survive the termination of the Agreement, regardless of the way in which such termination arises.

B.

Tutor represents and warrants to Company that it, or all of its employees, are over 18 years old and eligible to work in the United States. Tutor additionally represents and warrants that Tutor neither is nor expects to be under any obligations to any person, firm or corporation, including, without limitation, obligations under confidentiality, non-competition or other agreements, and has no other interest which is inconsistent or in conflict with this Agreement, or which would in any way prevent, limit or impair the performance of the Tutor's obligations hereunder.

C.

Tutor represents that it will not bring with it to Company or use in the performance of its duties for Company any material, products, information or processes, whether tangible or intangible, written or otherwise, that belongs to, is claimed by, or is protected by any third party or Tutor itself, except to the extent (i) it is generally available to the public and freely and legally available for use, or (ii) it has been legally transferred or assigned to Company. Tutor shall obtain prior written authorization from Company prior to bringing to Company or using in the performances of any services for Company any such material, products, information or processes.

D.

Tutor acknowledges that the covenants contained in this Agreement are fully understood by it and will not preclude it from becoming gainfully employed in any manner that does not conflict with this Agreement. Tutor agrees it has read, understood and had an opportunity to consult with counsel regarding this Agreement and that it executes same as its free and voluntary act.

E.

If Tutor is a corporation or a limited liability company, Tutor warrants, represents, covenants, and agrees that it is duly organized, validly existing and in good standing under the laws of the state of its incorporation or organization and is duly authorized and in good standing to conduct business, that it has all necessary power and has received all necessary approvals to execute and deliver the Agreement, and the individual executing the Agreement on behalf of Tutor has been duly authorized to act for and to bind Tutor.

D.

Tutor agrees to reply to student messages within a reasonable time. Tutor authorizes Company to communicate with students on behalf of Tutor with regard to general inquiries and scheduling issues if a message has not been replied to within a reasonable time.

12.

Indemnification and Hold Harmless. Tutor agrees to indemnify Company, its associated, affiliated, and related entities, parent, successors, assigns, licensees and each of their officers, directors, employees, and agents, and defend and hold them harmless from and against any and all claims, liability, judgments, losses, damages, costs and expenses, including penalties, interest and reasonable attorney's fees and costs in the defense and disposition of such matters relating thereto and arising out of, resulting from, based upon, or incurred because of a third-party claim against Company resulting from a breach of this Agreement or any warranty or representation contained therein by Tutor. Company makes no representations to Tutor about the suitability, character or background of any Company client. Tutor therefore hereby holds Company harmless from and against any and all claims, liability, judgments, losses, damages, costs, and expenses brought by any Company client against Tutor, directly or indirectly, and, further, covenants not to sue Company on any basis related thereto. In the event that a third party makes any claim whatsoever against Company alleging any inappropriate behavior by Tutor towards a Company client, or alleging facts implying such behavior, Tutor agrees to indemnify, hold harmless and defend Company, its officers, directors, employees, and agents, from any such third party claim, demand, lawsuit, liability, loss, damage, or injury, including the payment of Company's costs and reasonable attorney's fees.

13.

Miscellaneous.

A.

Entire Agreement. This Agreement constitutes the entire Agreement between Company and Tutor, replacing all other written and/or previous agreements except those attached hereto, which shall become a part of this Agreement.

B.

Severability. Nothing contained in this Agreement shall be construed to require the commission of any act contrary to law, and wherever there is any conflict between any provision of this Agreement and any statute, law, ordinance, order or regulation, the latter shall prevail. If any provision of this Agreement shall be declared to be invalid in whole or part by a court of competent jurisdiction, it shall not affect the remaining provisions, which shall remain in full force and effect.

C.

Section Headings. Section headings are inserted for convenience only and shall not be used in any way to construe the terms of this Agreement.

D.

Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

E.

Arbitration; Consent to Personal Jurisdiction. Any and all disputes between the Parties shall be resolved by binding arbitration under the auspices of the American Arbitration Association and the rules promulgated by that body and before a single arbitrator chosen by Company. The arbitration shall be conducted in Los Angeles, California, and judgment of the arbitration award may be entered into any court having jurisdiction thereof. Company may seek any interim or preliminary relief from a court of competent jurisdiction in Los Angeles, California, necessary to protect its rights pending the completion of arbitration. Each party shall assume its own costs of arbitration. TUTOR EXPRESSLY CONSENTS TO THE PERSONAL JURISDICTION OF THE ARBITRATION FORA AND THE STATE AND FEDERAL COURTS OF LOS ANGELES COUNTY, CALIFORNIA, WHICH SHALL BE THE EXCLUSIVE JURISDICTION AND VENUE OF SUCH LEGAL PROCEEDINGS.

F.

Waiver. The waiver of any breach or violation of any term or condition hereof shall not affect the validity or enforceability of any other term or condition, nor shall it be deemed a waiver of any subsequent breach or violation of the same term or condition. No waiver of any right or remedy under this Agreement shall be effective unless made in writing and executed by the Party so to be charged. The rights and remedies of the Parties to this Agreement are cumulative and not alternative.

G.

Amendment. This Agreement shall not be modified or amended except in a writing signed by a duly authorized representative of both Parties.

H.

Successors and Assignment. This Agreement shall be binding upon and shall inure to the benefit of the Parties, their respective successors and assigns, provided that Tutor may not assign any of its rights or delegate or subcontract any of its duties hereunder without the prior written consent of Company; provided further, that Company may assign its rights and duties hereunder to any company.

IN WITNESS WHEREOF, Company and Contractor have executed this Agreement as of the date first above written.

Tutor Me LA LLC

TUTOR: Daniel Majolagbe

08/07/2024

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