



Welcome to Naativ! We are thrilled to work with you! As a Naativ Teacher, you are a vital and valuable part of our community. We look forward to getting to know you and supporting you.

At Naativ, a U.S.-based company, we strive to provide a teacher experience that outshines all others. That means everything from our advanced technology, exceptional curriculum and quicker, more reliable payment process is all designed with you in mind.

Our mission is to empower with learning while creating income opportunities worldwide through innovative application of emerging technologies and instructional design. Our vision is to become widely recognized as the world's premier learning community. We know that that won't happen without you!

Our highest priority is the safety and security of our learners and teachers. We foster a feeling of community where continual learning, communication, and camaraderie is a way of life. We value creativity and innovation at every milestone.

Because we value your time and talents, compensation for our teachers starts at \$20 per hour and increases as you reach certain teaching milestones. We pay instantly so you can confidently pursue your goals inside as well as outside your virtual classroom. Exciting additional incentives will also be offered to you as a member of our community. Flexibility? We've got you covered! As a Naativ teacher you'll make your own schedule based upon personal availability using our convenient scheduling system. There are no minimum monthly hours.

Our curriculum is developed by leading, award-winning U.S. curriculum development experts. Our curriculum, coupled with advanced technology and amazing teachers like you, will provide an unmatched learning experience. We can't wait for you to get started!

We are excited to initially connect you with students in Japan and South Korea, but we look to quickly expand to countries around the globe! We want to provide you with the opportunity to not only teach students around the globe, but teach at different times of the day, depending upon your availability. With Naativ, you will soon be able to teach early in the morning, in the afternoon, and in the evening.

Again, welcome to the Naativ family!

Best,
Your Naativ Team



POLICIES AND PROCEDURES

1. INTRODUCTION

1.1 POLICIES AND PROCEDURES AND TEACHER COMPENSATION STRUCTURE INCORPORATED INTO TEACHER AGREEMENT

The Policies and Procedures, in their present form and as amended from time to time at the sole discretion of the Company, are incorporated into, and form an integral part of, the Teacher Agreement. Throughout these Policies and Procedures, when the term “Teacher Agreement” is used, it collectively refers to the Naativ application, Teacher Independent Contractor Agreement, these Policies and Procedures, and the Teacher Compensation Structure. It is your responsibility to read, understand, adhere to and ensure that you are aware of and operating under the most current version of these Policies and Procedures.

1.2 PURPOSE OF POLICIES AND PROCEDURES

To clearly define the relationship that exists between you and the Company, and to explicitly set a standard for acceptable business conduct, the Company has established the Teacher Agreement. You are required to comply with all of the Policies and Procedures which the Company may amend from time to time, at its sole discretion, as well as all federal, state, provincial and local laws governing you and your conduct. Because you may be unfamiliar with many of these standards of practice, it is very important that you read and abide by these Policies and Procedures. Please review the information in these Policies and Procedures carefully as they explain and govern your relationship, as an independent contractor, with the Company. If you have any questions regarding any policy or rule, do not hesitate to seek an answer from the Company.

1.3 CHANGES TO THE TEACHER AGREEMENT

Because Federal, state, provincial and local laws, periodically change, and because our business environment evolves so rapidly, the Company reserves the right to amend the Teacher Agreement in its sole and absolute discretion. By agreeing to the Teacher Agreement, and joining the Company as a Teacher, and in consideration of accepting payments from the Company, you agree to abide by the most current version of these Policies and Procedures as they are amended by the Company from time to time, in its sole discretion. Amendments shall be effective seven (7) days after publication of a notice that Policies and Procedures have been amended. Amendments shall not apply retroactively to any conduct that occurred prior to the effective date of the amendment. The Company shall provide or make available to all Teachers a complete copy of the amended Policies and Procedures by one or more of the following methods: (1) posting on the Company’s official web site; (2) electronic mail (e-mail); (3) posting in the Company’s online account; (4) inclusion in Company periodicals; or (5) special mailings. By continuing to teach or by accepting payments from the Company, you thereby acknowledge the revised Policies and Procedures and agree to abide by them.

1.4 DELAYS

The Company shall not be responsible for delays or failure in performance of its obligations when performance is made commercially impracticable due to circumstances beyond its reasonable control. This includes, without limitation, strikes, labor difficulties, riot, war, fire, death, curtailment of a source of supply, or government decrees or orders.

1.5 POLICIES AND PROVISIONS SEVERABLE

If any provision of the Teacher Agreement, in its current form or as may be amended, is found to be invalid or unenforceable for any reason, only the invalid portion(s) of the provision shall be severed and the remaining terms and provisions shall remain in full force and effect. The severed provision, or portion thereof, shall be reformed to reflect the purpose of the provision as closely as possible.

1.6 WAIVER

The Company never gives up its right to insist on compliance with the Teacher Agreement and with the applicable laws governing the conduct of a business. No failure of the Company to exercise any right or power under the Teacher Agreement or to insist upon strict compliance by a Teacher with any obligation or provision of the Teacher Agreement, and no custom or practice of the parties at variance with the terms of the Teacher Agreement, shall constitute a waiver of the Company's right to demand exact compliance with the Teacher Agreement. Waiver by the Teacher can be effectuated only in writing by an authorized officer of the Company. The Company's waiver of any particular breach by a Teacher, or the Company's waiver of any particular provision of the Teacher Agreement or these Policies and Procedures, shall not affect or impair the Company's rights with respect to any subsequent breach, nor shall it affect in any way the rights or obligations of any other Teacher. Nor shall any delay or omission by the Company to exercise any right arising from a breach affect or impair the Company's rights as to that or any subsequent breach. The existence of any claim or cause of action of a Teacher against the Company shall not constitute a defense to the Company's enforcement of any term or provision of the Teacher Agreement.

2. BECOMING A TEACHER

1.1 APPLYING TO BECOME A TEACHER

You may apply to become a Teacher by completing the following steps:

- a. Register your Naativ account and verify your email address;
- b. Complete and submit an online application; and
- c. Complete an online interview with a Naativ Interviewer.

You are not required to purchase any products or materials to become a Teacher.

1.2 ONE NAATIV ACCOUNT PER APPLICANT

Only one individual may apply to be a Teacher per application. If other individuals such as a spouse or co-habitant would like to become a Teacher, a separate application and email address are required.

1.3 AGE REQUIREMENTS

You must be at least 18 years of age to become a Teacher.

1.4 LEGAL RESIDENCY

Your Teacher Agreement must be filed and maintained in the country where you are a legal resident or citizen and where you have a legal right to reside and work. If you are unable to prove your legal residency, citizenship, or legal right to reside and work in the country where you have filed your Teacher Agreement, the Company may declare your Teacher Agreement void from its inception. You may only file to be a Teacher from an Authorized Country.

1.5 FORMER TEACHERS

You may re-apply to become a Teacher at any time. If your Teacher Agreement was terminated by the Company for any reason, you must wait at least twelve (12) months to re-apply and the

Company reserves the right to review your application, including any reasons why your previous Teacher Agreement was terminated.

1.6 ACCEPTANCE OF YOUR DISTRIBUTOR AGREEMENT

The company reserves the right to reject any application to become a Teacher at its own discretion. You become an approved Teacher upon the acceptance and processing of your Teacher Agreement following the completion of your application and being approved following the interview by a Naativ Interviewer.

1.7 TAX PAYER IDENTIFICATION NUMBER

You will be required to provide the Company with your tax identification number before you are eligible to receive payments or when otherwise required by the Company for tax or other purposes.

2 PERSONAL INFORMATION

2.1 COLLECTION OF PERSONAL INFORMATION

The Company is aware of and responsive to your concerns regarding how information about you is collected, used and shared as a result of becoming a Teacher. Naativ respects your privacy and is committed to protecting the privacy of our teachers. The Company collects from you and holds certain personal information about you in order to provide you with support, the benefits of being a Teacher, and communicating with you regarding (i) your teacher status, (ii) your schedule and teaching assignments, (iii) payments, and (iv) other relevant issues. All information submitted by you will be held by the Company at its corporate headquarters in the United States. You have the right to access and verify your personal information held by the Company by contacting the support team at support@naativ.com.

2.2 AUTHORIZATION TO USE YOUR PERSONAL INFORMATION

You authorize the Company to:

- (a) transfer and disclose personal and/or confidential information, which (i) you have provided to the Company in connection with your Teacher Agreement, or (b) that has been developed as a result of your activity as a Teacher, to (i) its parent and affiliated companies wherever located, or (ii) applicable government agencies or regulatory bodies if required by law.
- (b) use your personal information for Teacher recognition and the Company's support and services.
- (c) use your personal information described above, and you further agree that any other disclosure of your personal information will be governed by Company's Privacy Policy, as it may be modified from time to time. The Privacy Policy may be viewed on the Company's website at www.naativ.com.

3. MAINTAINING YOUR TEACHER STATUS

3.1 KEEPING YOUR INFORMATION CURRENT

As a Teacher, it is your responsibility to keep all information provided to the Company current and accurate. You must immediately inform the Company of any changes affecting the accuracy of information provided to the Company. The Company may terminate or declare a Teacher Agreement void from its inception if the Company determines false or inaccurate information was provided. If you fail to update the Company, a hold may be placed on your account or other disciplinary action taken, including termination.

3.2 You may not allow any person to teach your assigned classes. Non-compliance will result in termination of your Teacher Agreement.

4. TERMINATING YOUR TEACHER AGREEMENT

You may terminate your Teacher Agreement at any time.

5. BUSINESS ETHICS

5.1 TEACHING PURPOSE

The primary purpose is to facilitate the learning of the language learning to non-native language learners. As part of this process you will engage with students using the approved learning curriculum. You will provide a rich, immersive experience as you seek to incorporate the learning materials with your unique personality and teaching style.

5.2 GENERAL ETHICS

You are expected to teach in a patient, friendly and professional manner. This includes but is not limited to the following:

- Abiding by the Teacher Agreement and applicable law
- Utilizing the provided lesson materials
- Creating a positive learning environment by, but not limited to the following:
 - Preparing your teaching space by removing any distracting elements
 - Be ready and alert at the start of each lesson
 - Engage each student early and quickly in a friendly manner
 - Do not criticize or demean a student based upon their language abilities or in any other way
 - Providing positive re-enforcement during each lesson
 - Encouraging any efforts on the student's part to understand and demonstrate learned materials.

5.3 NON-DISPARAGEMENT

You may not make any misleading, unfair, inaccurate, or disparaging comparisons, claims, representations, or statements about:

- the Company;
- its products, services, or commercial activities;
- other Persons;
- other companies (including competitors); or
- other companies' products, services, or commercial activities.

5.4 HARASSMENT

You must teach and operate in a manner that is free of harassment, intimidation, threats, and abuse. Harassment of any kind will not be tolerated, including, but not limited to, race, religion, physical and verbal abuse, or soliciting, encouraging, or consummating any inappropriate or unwelcome written, verbal, electronic or physical relationships, sexual advances, requests for sexual favors, or other physical, verbal, or visual behavior of a sexual nature, with a student, parent, another Teacher, Company employee or customer.

5.5 ANTI-CORRUPTION

You must comply with all anti-corruption laws, including the Foreign Corrupt Practices Act (“FCPA”), in the countries in which the Company does business. The FCPA requires that you never directly or indirectly (i.e. through an agent) make a payment or gift with the purpose of influencing the acts or decisions of foreign officials. There are some limited exceptions to this rule. Because the rules and exceptions relating to anti-corruption are complex, you should consult with your own legal counsel regarding questions relating to compliance with the FCPA or anti-corruption laws.

5.6 MAINTAINING THE COMPANY’S REPUTATION

You will not act in any way, including your actions outside the scope of teaching, which could be considered detrimental to the business or reputation of the Company or its Teachers. The Company has the right to, in its sole discretion, determine what actions may be considered detrimental and take action against you

5.7 RECORDS REVIEW

As a condition to participating as a Teacher, you grant the Company the right to review any records related to your Account in order to investigate whether you have been operating your Account in compliance with these Policies and Procedures. The Company may request to review your Account records at any time and for any reason. You must comply with any request to review your Account records by promptly and completely making your true records available for review by the Company.

6. TEACHER ETHICS

6.1 PROFESSIONAL VALUES AND RELATIONSHIPS

As a Teacher, you should always conduct yourself professionally. In particular, you should:

- be caring and committed to the best interest of your students;
- seek to motivate and celebrate effort and success;
- acknowledge and respect each student’s unique needs and abilities;
- seek to develop positive relationships; and
- work to establish mutual trust and respect in your classes.

6.2 PROFESSIONAL INTEGRITY

As a Teacher, you should:

- respect the privacy of others unless a legal imperative requires disclosure or there is a legitimate concern for the well-being of another, including all students;
- represent yourself honestly as to your professional status, qualifications and experience;
- use your name as it was submitted with your Teacher Agreement in the course of your assigned classes; and
- avoid conflict between your work and private interests which could reasonably be deemed to negatively impact a student.

6.3 PROFESSIONAL CONDUCT

As a Teacher, you should:

- work within the designated curriculum;
- report, where appropriate, incidents or matters which impact the learning environment;
- communicate effectively;
- ensure that you do not knowingly expose inappropriate or illicit materials or images of any kind in any visible format; and

- ensure that you do not teach a class while under the influence of any substance which impairs your ability to interact with and teach a student.

6.4 PROFESSIONAL PRACTICE

As a Teacher, you should:

- be honest and as accurate as possible when assessing and providing feedback;
- utilize your knowledge and experience in effective ways;
- create an environment where students are actively engaged in the learning process; and
- be open to constructive feedback and seek appropriate support and guidance.

6.5 PROFESSIONAL DEVELOPMENT

As a Teacher, we encourage you to:

- take advantage of the open library of lessons;
- take part in community trainings and activities;
- implement personal teaching goals; and
- take time to reflect on and critically evaluate your teaching.

6.6 PROFESSIONAL COLLABORATION AND COMMUNITY

As a Teacher, you are encouraged to:

- be an active part of the Naativ teacher community via social media and other means;
- seek support from peer teachers;
- provide feedback; and
- share positive experiences.

6.7 DRESS CODE

As a Teacher, you are encouraged to:

- provide a neat and clean appearance; and
- wear appropriately modest clothing that does not distract from the learning environment and objectives.

7. INDEPENDENT CONTRACTOR STATUS

7.1 TEACHERS ARE INDEPENDENT CONTRACTORS

You are an independent contractor. You are not an agent, employee, officer, partner, member, or joint-venturer with the Company, and you may not represent yourself as such. You agree that as an independent contractor, you:

- Are responsible for your own business decisions and must determine in your sole discretion, when you will work and the number of hours you will work;
- Are subject to entrepreneurial risk and responsible for all losses that you incur as a Teacher;
- Are responsible for all costs of your business including, but not limited to, travel, office, clerical, legal, equipment, accounting, and general expenses without advances, reimbursement, or guarantee from the Company; and
- Will not be treated as an employee for federal, state or provincial tax purposes. If you meet a certain payment threshold you will receive a Federal Internal Revenue Service form 1099 reflecting payments that the Company has paid you in a calendar year.

7.2 TAXES

You must pay any self-employment taxes required by federal, state, provincial and local laws, statutes, and regulations. If you meet a certain payment threshold, you will receive an IRS Form 1099 reflecting relevant tax information related to your Account.

7.3 NO AUTHORITY TO ACT ON BEHALF OF COMPANY

You have no authority to act on behalf of the Company. This includes, but is not limited to, any attempt to:

- register or reserve Company names, trademarks, trade names or Products;
- register URLs using the Company names, trademarks or trade names;
- register or secure approval for products or business practices; or
- establish business or governmental contacts of any kind on the Company's behalf.

You must indemnify the Company for all costs and attorneys' fees incurred by the Company for any remedial action needed to exonerate the Company in the event that you improperly act on behalf of the Company. You must immediately assign to the Company any registration of Company names, trademarks, trade names, products, or URLs registered or reserved in violation of this Section without the Company's reimbursement of any costs you incurred.

7.4 DESIGNATION AS EMPLOYER PROHIBITED

You may not identify the Company as your employer on loan applications, government forms, employment verification requests, applications for unemployment compensation or any other form or document.

8. TEACHER COMPENSATION STRUCTURE

8.1 TEACHER COMPENSATION STRUCTURE

A complete copy of the Teacher Compensation Structure has been provided to you. The Teacher Compensation Structure is a part of the Teacher Agreement, and you are bound to its terms. The Teacher Compensation Structure may be changed by the Company at any time with 30 days notice. A current copy of the Teacher Compensation Structure may be found at www.Naativ.com.

8.2 EXCEPTIONS TO TEACHER COMPENSATION STRUCTURE

The Company, in its sole discretion, has the right to hold, maintain, or promote a Teacher to any level in the Teacher Compensation Structure without regard to fulfillment of level requirements, or waive any other obligation or requirement of the Teacher Compensation Structure. Unless otherwise agreed in writing by the Company, the Company may terminate any exception granted at any time and for any reason.

8.3 NO COMPENSATION FOR REFERRALS

You do not receive any compensation for referring other Teachers.

8.4 NO GUARANTEED INCOME

You are neither guaranteed a specific income nor assured any level of profit or success. Generating meaningful compensation as a Teacher requires considerable time, effort, and commitment to the business. You should operate your Account in a financially responsible and businesslike manner—you should not (i) quit your current employment until you are confident that you can afford to do so, and (ii) incur expenses that exceed the amount of payments received from the Company. This is not a "get rich quick" program, Direct Sales Company, network marketing, or multi-level marketing (MLM) program.

8.5 PAYMENT CORRECTIONS

It is your duty to make sure that the payments paid to you are correct. If you discover an error in your payment you must notify the Company within 90 days after the receipt of your payment. If you fail to notify the Company of any errors or disputes with respect to a payment within this 90 day period, you will be deemed to have accepted the payment as full and complete payment of any payment earned during such period and you will have no further right to dispute the payment or seek payment of any additional payment.

9. INDEMNIFICATION

9.1 INDEMNIFICATION

In the event of a product liability claim brought against you by a third party for a defective Product, the Company will indemnify and defend you from such claims, subject to the limitations described in these Policies and Procedures.

9.2 REQUIREMENTS FOR INDEMNIFICATION

In order to be indemnified, you must notify the Company of the claim in writing within 10 days of your receiving notice of the claim. The Company has no obligation to indemnify you if you have (a) violated the Teacher Agreement; (b) distorted, altered or misused the Product, or made claims or given instructions about the Product which are not included in the Company's current approved literature; or (c) settled or attempted to settle a claim without the Company's written approval. In addition, indemnification is conditioned upon you allowing the Company to assume the sole defense of the claim.

9.3 INDEMNIFICATION BY YOU

You agree to indemnify the Company from any claim by a third party that arises directly or indirectly because you have (a) violated the Teacher Agreement; or (b) distorted, altered or misused the Product, or made claims or given instructions about the Product which are not included in the Company's current approved literature.

10. YOUR ACCOUNT

10.1 ACCESSING YOUR ONLINE COMPANY ACCOUNT

You can access your Company account by logging into the Company website using the credentials created during your registration and application process. If you do not remember your log-in credentials, please contact support@naativ.com.

10.2 UPDATING TEACHER PROFILE

If information within your application, Teacher Agreement or your profile changes, including your address and/or telephone number, it is your responsibility to update the information on your account or to notify the Company of the changes.

10.3 TECHNICAL REQUIREMENTS

As a Teacher, you are required to maintain the following technological equipment to teach the Company's courses:

- Personal Computer or large screen mobile device
- A headset with microphone
- Internet Browser:
 - Google Chrome (most current version);
 - Mozilla Firefox 45 and above;
 - Apple Safari 10 and above; or

- Microsoft Edge (most current version)

10.4 Teaching Environment

Your teaching environment should be a well-lit private space, free from overtly distracting objects or trash of any kind. Natural light from a window works well or “daylight” bulbs are preferable over “warm” toned light. You are encouraged, though not required, to create an engaging backdrop as long as it does not detract from the materials being presented.

11. TRADEMARKS AND COPYRIGHTS

11.1 USE OF TRADEMARKS AND COPYRIGHTS

(a) Use of Company Trademarks and Copyrights. The Company’s trademarks and copyrights are valuable assets of the Company and the Company strictly regulates the use of these trademarks and copyrights to ensure that they do not lose their value to the Company or its Teachers. You may not use the Company’s trademarks, copyrights and other intellectual property rights, registered or otherwise, in any form except as specifically authorized by these Policies and Procedures or as otherwise approved in writing by the Company. The Company may prohibit the use of the Company’s trademarks or copyrights in any medium.

(b) Damages. You are liable to the Company for any damages arising out of your misuse of the Company’s trade names, trademarks, copyrights and other intellectual property rights, in any form except as specifically authorized by these Policies and Procedures or as otherwise approved in writing by the Company

12. RESTRICTIVE COVENANTS

12.1 OWNERSHIP OF NETWORK

You acknowledge and agree that: (i) the Network is protected as a valuable, proprietary, trade secret asset that is owned by the Company; (ii) the Network has been developed for the exclusive benefit of the Company and Teachers as they promote authorized business activities and Products of the Company through the Network; (iii) the protection of the Network is fundamental to the ongoing success of both the Company and its Teachers; and (iv) a violation of your obligations under this Chapter 5 inflicts irreparable harm to the Network, to the Company and to fellow Teachers. Based on the foregoing, you agree that the breach of your obligations under Chapter 5 of these Policies and Procedures would constitute an unwarranted and unreasonable interference with the contractual relationship between the Company, its Teachers and customers, and damage the competitive business interest and integrity of the Company and Network

12.2 NON-SOLICITATION

(a) Sale of Third-Party Products and Services. You may not, in any manner, directly or indirectly, promote, market or sell the products or services of another Business Entity or individual to the Network unless you have a pre-existing business relationship with that Teacher prior to one of you becoming a Teacher. For example, if you own a hair salon, and as a Teacher you invite one of your customers to become a Teacher, who then becomes a Teacher, then you may continue selling your customer your services and hair products from your salon. Notwithstanding the foregoing, you may not offer third-party products, services or opportunities in conjunction with the sale of Products, or package third-party products, services or opportunities with Products, or offer or promote third-party products, services or opportunities at Company or Teacher meetings, calls or any other Company-related functions without the prior written consent of the Company.

(b) Recruit to another competitive company. You may not, in any manner, directly or indirectly, recruit, solicit, or sponsor any Teacher or customer, to (i) form a relationship with, (ii) promote, sell or purchase the products or services of, (iii) participate as a salesperson of, (iv) or otherwise associate with, a competitive company, or encourage any Teacher or customer to do so or to terminate their relationship with the Company.

(c) Survival of Obligation. Your obligations under this Subsection survive for a period of two years from the date of your resignation, termination, transfer or other change in ownership status of your Account.

(d) Injunctive Relief. In addition to other compensatory damage awards to the Company, temporary and permanent injunctive relief is an appropriate remedy to prevent further damage to the Network and the Company.

12.3 CONFIDENTIAL INFORMATION

As a result of your position as a Teacher, you have access to Confidential Information that you acknowledge to be proprietary, highly sensitive and valuable to the Company's business, which information is available to you solely and exclusively for purposes of furthering the Company Products. You and the Company agree and acknowledge that, but for your agreement of confidentiality and nondisclosure, the Company would not make Confidential Information available to you. During any term of the Teacher Agreement, and for a period of two years after the termination or expiration of the Teacher Agreement, you will not, for any reason, on your own behalf, or on behalf of any other Person:

- Disclose any Confidential Information related to or contained in the Network to any third party directly or indirectly;
- Disclose, directly or indirectly, the password or other access code to the Network;
- Use the Confidential Information to compete with the Company, or for any purpose other than promoting the Company;
- Solicit any Teacher or customer of the Company or of the Network, or in any manner attempt to influence or induce any Teacher or customer of the Company, to alter their business relationship with the Company;
- Use or disclose to any Person any Confidential Information related to or contained in the Network that was obtained while your Teacher Agreement was in effect; or
- Recruit or attempt to recruit an existing Teacher for another competitive company.

Upon non-renewal, resignation or termination of your Account, you will promptly destroy or return to the Company all Confidential Information. The obligations of this Section 12.3 will survive the termination or expiration of the Teacher Agreement.

12.4 NON-DISPARAGEMENT

In consideration of the Company's recognition, payments, and other compensation that you receive as a Teacher, you will not disparage the Company, or any other company or person, including but not limited to other Teacher, the Company's Products, the Teacher Compensation Structure, the Policies and Procedures or Company employees. Disparagement may result in termination of your Account.

12.5 REMEDIES

You acknowledge that the Company would suffer irreparable harm as a result of any unauthorized disclosure or use of Confidential Information, including the Network, or recruiting current Teachers for another competitive company in violation of the Teacher Agreement, and that monetary damages are insufficient to compensate the Company for such harm. Therefore, if you are in breach

of any of the requirements of the Teacher Agreement, the Company is entitled to an injunction or temporary restraining order without prior notice to you, restraining any unauthorized disclosure or use of Confidential Information, which relief may be in addition to any other available legal remedy, including damages. In any such action, if the Company prevails, you agree that you will reimburse the Company for its costs and reasonable attorneys' fees incurred in connection with taking the necessary legal action. As to the Company, you waive all bonding requirements otherwise applicable to a temporary restraining order and/or Injunction.

12.6 ENFORCEABILITY

In the event that any provision of the Teacher Agreement should ever be deemed or adjudged by a court of competent jurisdiction or an arbitrator with proper jurisdiction, to exceed the limitations permitted by applicable law, then the remaining provisions will nevertheless be valid and enforceable to the maximum extent allowable as determined by such court or arbitrator, and such provisions will be reformed to the maximum allowable limitations as determined by such court or arbitrator. The remainder of the prohibitions and protections in the Teacher Agreement will remain in full force and effect.

13. DEFINITIONS

ACCOUNT

The account created when an individual enters into a contractual relationship with the Company.

AUTHORIZED COUNTRY

Any country designated in writing by the Company as officially opened for business for all Teachers.

BUSINESS ENTITY

Any business entity such as a corporation, partnership, limited liability company, trust, or other form of business organization legally formed under the laws of the jurisdiction in which it was organized.

COMPANY

Languages, LLC, dba Naativ, and its affiliated entities.

CONFIDENTIAL INFORMATION

All private, confidential and/or proprietary information disclosed to or discovered by you regarding the Company including, without limitation, intellectual property rights, trade secrets, the Network, personal information, sales volumes, manuals, protocols, policies, procedures, marketing, and strategic information, computer software, training materials, nonpublic financial information, and any copies, notes or abstracts of any such information, or any other information that the Company considers proprietary, highly sensitive, or valuable to its business.

DIRECT SALES COMPANY

A company that uses a sales method in which independent agents serve as distributors, sellers or marketers of goods or services, and where those independent agents (1) are paid an amount based on the independent agents' sales revenue and/or the sales revenue, if any, of the sales-force recruited by the independent agents and/or his recruits (the "Downline"); or (2) are paid an amount in exchange for recruiting another independent agent to serve as a distributor, seller or marketer of goods or services for the Direct Sales Company. Examples of a Direct Sales Company include without limitation Younique, Maelle, Jeunesse, Jamberry Nails, Avon, Nuskin and Stella & Dot.

NAATIV
See Company

NAATIV INTERVIEWER

An individual authorized by the Company to conduct interviews on behalf of the Company during the Teacher registration and application process.

NETWORK

The Teacher and customer network of the Company and all compilations of various lists describing that network or members thereof, including but not limited to, any and all contact or personal information collected by the Company regarding the Teachers and customers.

PERSON

An individual or Business Entity

POLICIES AND PROCEDURES

The policies governing how a Teacher is to conduct his Account as set forth in this document and defining the rights and relationships of the parties.

PRODUCT(S)

The products and services of the Company that are sold in the individual Authorized Countries.

TEACHER

An independent contractor authorized by the Company under the Teacher Agreement to teach and receive payments in accordance with the requirements of the Teacher Compensation Structure. A Teacher's relationship to the Company is governed by the Teacher Agreement.

TEACHER AGREEMENT

The agreement between a Teacher and the Company composed of the following: these Policies and Procedures, the Teacher Compensation Structure, Independent Contractor Agreement, supplemental services, and other agreements (collectively, the "Teacher Agreement"). The Teacher Agreement is the complete and only agreement between the Company and a Teacher.

TEACHER COMPENSATION STRUCTURE

The specific compensation structure utilized by the Company that outlines the details and requirements of the compensation structure for Teachers.

INDEPENDENT CONTRACTOR AGREEMENT

The agreement that must be agreed and submitted to the Company in order to apply to become a Teacher.