



Independent Contractor Agreement

This Independent Contractor Agreement (“Agreement”) is an agreement between you (“Contractor”) and Languages, LLC, dba Naativ (the “Company”) and in consideration of the promises, rights and obligations set forth below, the parties hereby agree as follows:

IMPORTANT: PLEASE REVIEW THIS AGREEMENT CAREFULLY. IN PARTICULAR, PLEASE REVIEW THE MUTUAL ARBITRATION PROVISION IN SECTION 8, AS IT REQUIRES THE PARTIES TO RESOLVE DISPUTES ON AN INDIVIDUAL BASIS, TO THE FULLEST EXTENT PERMITTED BY LAW, THROUGH FINAL AND BINDING ARBITRATION. BY ACCEPTING THIS AGREEMENT, YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTOOD ALL OF THE TERMS, INCLUDING SECTION 8, AND HAVE TAKEN THE TIME AND SOUGHT ANY ASSISTANCE NEEDED TO COMPREHEND THE CONSEQUENCES OF ACCEPTING THIS AGREEMENT.

1. Services

The Company hereby engages Contractor in the capacity of Independent Contractor as an instructor, subject always to instructor’s compliance with the Company’s written policies and procedures, to teach one or more courses of instruction, each consisting of approximately 30-minutes of class sessions and feedback, to be held at times determined by Contractor. Contractor hereby accepts such engagement and agrees to devote sufficient time and abilities to perform such duties in an efficient and professionally competent manner, all upon the terms and conditions herein contained.

Contractor hereby agrees to provide Contractor’s own technological equipment to teach the Company’s courses, including, but not limited to, a computer/laptop, headset, video camera and stable internet connection (“the Equipment”). The Company has the exclusive right to determine whether the Equipment is sufficient to deliver the Company’s educational material to international students via the internet. In the event the Company determines the Equipment is insufficient to meet the Company’s standards, Contractor agrees to rectify the Equipment issue, at Contractor’s own expense, and will not teach students unless the Equipment is deemed sufficient. The Company hereby agrees to provide all curriculum and instructional material needed to teach each student session.

2. Contractor Obligations and Representations:

Contractor hereby represents and warrants that:

- (a) Contractor is of legal age in the state or province in which Contractor resides.
- (b) Contractor has graduated from an accredited 4-year post-high school academic institution and will provide such proof of graduation upon request by the Company. Contractor understands having a 4-year college degree is a requirement to teach for the Company.
- (c) Contractor will comply with all federal, state, provincial, county and municipal laws, ordinances, rules and regulations, and shall make all reports and remit all withholdings or

other deductions as may be required by any federal, state, provincial, county or municipal law, ordinance, rule, or regulation.

3. Compensation

Subject to providing the services as outlined in this Agreement, Contractor agrees to comply with the Teacher Compensation Structure, which is incorporated into this Agreement. Contractor understands and agrees that Contractor must be in good standing and not in violation of any of the terms of this Agreement in order to be eligible to receive any payments from the Company. Contractor understands that this Agreement and the Teacher Compensation Structure may be amended at any time at the sole discretion of the Company, and Contractor agrees that upon seven (7) days notice any such amendment will apply to Contractor. Notification of amendments will be published in official Company materials including the Company's official website. The continuation of Contractor's business with the Company or Contractor's acceptance of any payment shall constitute Contractor's acceptance of any and all amendments to the contract.

- (a) Contractor acknowledges that the Company does not guarantee the number of student sessions Contractor will teach. Contractor is chosen to teach solely by the international student, based on Contractor's profile, which Contractor hereby agrees to create and maintain.
- (b) Contractor acknowledges that the Company has explained those portions of its policies and procedures which pertain to compensation and the duties to be performed by Contractor.

4. Relationship

Contractor will provide Contractor's services to the Company as an independent contractor and not as an employee, agent, partner, legal representative or franchisee of the Company.

Accordingly:

- Contractor agrees that the Company shall have no liability or responsibility for the withholding, collection or payment of any taxes, employment insurance premiums or pension plan contributions on any amounts paid by the Company to Contractor. Contractor understands that Contractor will not be treated as an employee of the Company for Federal, state or provincial tax purposes.
- Contractor agrees that as an independent contractor, Contractor will not be qualified to participate in or to receive any employee benefits that the Company may extend to its employees.
- Contractor has no authority to and will not exercise or hold itself out as having any authority to enter into or conclude any contract or to undertake any debt, expense, commitment or obligation, or open any checking account on behalf of, for, or in the name of the Company.

5. Confidentiality and Intellectual Property

Contractor has access to Confidential Information that Contractor acknowledges to be proprietary, highly sensitive and valuable to the Company's business, which information is available to Contractor solely and exclusively for purposes of furthering the Company. Contractor and the Company agree and acknowledge that, but for Contractor's agreement of confidentiality and nondisclosure, the Company would not make Confidential Information available to Contractor. During any term of this Agreement, and for a period of two years

after the termination or expiration of this Agreement, Contractor will not, for any reason, on Contractor's own behalf, or on behalf of any other Person:

- Disclose any Confidential Information related to the Company to any third party directly or indirectly;
- Disclose, directly or indirectly, the password or other access code to the Company's 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 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 the Company that was obtained while this Agreement was in effect; or
- Recruit or attempt to recruit an existing teacher for another competitive company.

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

Contractor hereby represents and warrants to the Company that it is not party to any written or oral agreement with any third party that would restrict its ability to enter into this Agreement or to perform Contractor's obligations hereunder and that Contractor will not, by providing services to the Company, breach any non-disclosure, proprietary rights, non-competition, non-solicitation or other covenant in favor of any third party.

6. Term and Termination

This Agreement shall become effective upon the date that Contractor is notified that Contractor is approved to provide services for the Company, including as an instructor. The term of this Agreement and each subsequent renewal is one year. Unless a party notifies the other of its intent to terminate the Agreement, Contractor understands and agrees that the Agreement is renewed automatically each year on its anniversary date.

Contractor agrees that no additional advance notice or fees in lieu of notice are required in the event the relationship terminates on any date.

Contractor agrees that the Company may terminate this Agreement at any time without notice or any further payment if Contractor is in breach of any of the terms of this Agreement, including but not limited to:

- (a) Contractor's misconduct or incompetence which interferes with or prejudices the proper conduct of the Company's business or which may reasonably result in harm to the Company's reputation;
- (b) Contractor's refusal or failure to discharge its duties'; or
- (c) Contractor's disclosure of the Company's confidential and proprietary information.

The Company may terminate this Agreement at any time at its sole discretion, upon providing to Contractor written notice of its intention to do so.

Contractor may terminate this Agreement at any time at its sole discretion upon providing to the Company written notice of Contractor's intention to do so.

If this Agreement is canceled or terminated for any reason, Contractor understands and agrees that it will permanently lose all rights under this Agreement and shall not be eligible to provide services or to receive payments. If this Agreement is cancelled or terminated for any reason, Contractor agrees to immediately discontinue use of any and all Company trademarks, service marks, and copyrighted materials.

7. Obligations Surviving Termination of this Agreement

All obligations to preserve the Company's Confidential Information, Intellectual Property and other warranties and representations set forth herein shall survive the termination of this Agreement.

8. Arbitration

Contractor and the Company mutually agree to resolve any justiciable 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 (9U.S.C. 1-15) ("FAA") and shall apply to any and all claims arising out of or relating to this Agreement, Contractor's classification as an independent contractor, the payments received by Contractor for providing services to consumers, the termination of this Agreement, and all other aspects of Contractor's relationship with the Company, past, present, or future, whether arising under federal, state, provincial or local statutory and/or common law. The parties expressly agree that this Agreement shall be governed by the FAA even in the event Contractor and the Company are otherwise exempted from the FAA. Any disputes in this regard shall be resolved exclusively by an arbitrator. In the event, but only in the event, the arbitrator determines the FAA does not apply, the state law of Utah governing arbitration agreements shall apply. Notwithstanding this arbitration provision, nothing herein shall prevent the Company from applying to and obtaining from any court having jurisdiction a writ of attachment, a temporary restraining order, preliminary injunction, permanent injunction, or other relief available to safeguard and protect the Company's interest prior to, during, or following the filing of any arbitration or other proceeding or pending the rendition of a decision or award in connection with any arbitration or other proceeding.

9. Assignment

Contractor may not assign any rights or delegate any duties under this Agreement without the prior written consent of the Company. The Company may freely assign this Agreement at any time. Any attempt to transfer or assign this Agreement without the express written consent of the Company renders this Agreement terminable at the option of the Company and may result in termination of this Agreement.

10. Limitation of Liability and Indemnification

The Company, its members, managers, directors, officers, shareholders, employees, assigns, and agents (collectively referred as "Affiliates"), shall not be liable for special, indirect, incidental, consequential, punitive, or exemplary damages. If the Company is found to be in breach of this Agreement, the maximum amount of damages that Contractor may claim shall be limited to any unpaid payments from the services provided. Contractor releases and agrees to indemnify the Company and its Affiliates from any and all liability, damages, fines, penalties, or other awards or settlements arising from, or relating to Contractor's actions in the operation of Contractor's services under this Agreement and

any activities related to it (for example, but not limited to, the operation of a motor vehicle, the lease of meeting or training facilities, the making of any unauthorized claims, the failure to comply with any applicable federal, state, provincial or municipal law or regulation, etc.).

11. Entire 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 this Agreement in its sole and absolute discretion. By agreeing to this Agreement, and joining the Company as an instructor, and in consideration of accepting payments from the Company, you agree to abide by the most current version of this Agreement and the 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 this Agreement has 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 instructors a complete copy of the amended agreement 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 amended agreement and agree to abide by it.

12. Governing Law and Principles of Construction.

This Agreement shall be governed and construed in accordance with the laws of the State of Utah, United States of America. If any provision in this Agreement is declared illegal or unenforceable, the provision will become void, leaving the remainder of this Agreement in full force and effect.

13. Use of Name and Image

Contractor authorizes the Company to use Contractor's name, photograph, personal story and/or likeness in advertising or promotional materials and waive all claims to remuneration for such use.

14. Electronic Communication

Contractor authorizes the Company and its Affiliates to communicate with me through electronic mail at the email address provided in this Agreement. Contractor understands that such email may include offers or solicitations for certain products, sales aids, or services.

15. Data Protection

Contractor gives consent for the Company to process the personal data contained in this Agreement and to transfer this personal data, together with information about this Agreement's future activities, to any of the Company's worldwide subsidiaries and affiliated companies for the sole purpose of administering the services and distribution of the Company's products and services. Contractor understands that this transfer of information may be made to countries without a level of legal protection of privacy equivalent to that provided in Contractor's home country. Contractor understands that upon termination of the Agreement, Contractor will immediately delete all such personal data

from any files, except as otherwise required by law. The parties agree that this obligation survives the termination of this Agreement.