

Stranerd Tutor Terms and Conditions

1. Account Registration and Usage

- a. You must register an account on the Platform (an "Account")
- b. When you register on the Platform and set up your Account, you must: (i) provide accurate and complete information; (ii) promptly update your Account information with any new information that may affect the operation of your Account; (iii) authorize Stranerd to make any inquiries we consider necessary or appropriate to verify your Account information or the information you provide to us related to any Services you provide via the Platform; and (iv) acknowledge and accept any applicable Client policies, including but not limited to those pertaining to service quality, confidentiality, tutor integrity, anti-harassment and conflict of interest. You will not use false identities or impersonate any other person or use another account that you are not authorized to use.
- c. You are responsible for safeguarding and maintaining the confidentiality of your Account information. You agree not to disclose your Account information to any third party and that you are entirely and solely responsible for any and all activities or actions that occur pursuant to the use of your Account on the Platform, whether or not you have authorized such activities or actions. You will immediately notify Stranerd of any unauthorized use of your Account.
- d. You agree that you will not permit, enable, introduce or facilitate other persons to participate in providing tutoring services from your Account, including others who may be subject to an agreement that is the same or similar to this Agreement.

2. Representations and Warranties

You represent and warrant that you: (i) have the requisite knowledge in teaching English as a foreign language; and (ii) will utilize Platform user-paid time solely to provide the Services.

3. Interactions with Users and Provision of Services

As a tutor providing the Services you acknowledge and agree to the following:

- a. The client acts as a technology service that facilitates the provision of tutor services to its Users. Neither Client nor Stranerd makes editorial or managerial decisions concerning, or otherwise exercise control or supervision over your provision of the Services, and neither Client nor Stranerd will be held responsible for your failure to comply with applicable laws or regulations. Without limiting the terms of the "Limitation of Liability" section below, neither Client nor Stranerd is responsible for the use or exchange of any information, files or goods between you and users of the Platform. Further, neither Client nor Stranerd controls, or is responsible for the truth, accuracy, completeness, safety, timeliness, quality, appropriateness, legality or applicability of anything said or written by

you or users of the Platform, including, without limitation, the Services provided or other information made available through the Platform.

- b. You are solely responsible for your interactions with users of the Platform. You understand that neither Client nor Stranerd screens users of the Platform. Your use of the Platform and your provision of the Services is at your own risk and discretion and you, therefore agree to take reasonable precautions in all interactions with users of the Platform and that you are solely responsible for, and agree to exercise caution, discretion, common sense and judgment in, using the Platform or providing the Services and disclosing information, including any personal information to users of the Platform, the provision of which is not required by your provision of the Services.
- c. Stranerd reserves the right to evaluate your compliance with Stranerd's rules and policies and this Agreement. If you believe that a user of the Platform or another tutor has violated the law or is defrauding, threatening or otherwise endangering anyone, you should immediately notify Stranerd for assistance.
- d. You will comply with all applicable local, provincial, federal and foreign laws, treaties and regulations in connection with your provision of the Services.
- e. You are solely responsible for the content of the communications, assistance and direction that you provide as part of the Services.
- f. You will not record or otherwise store any tutor session that you provide through the Platform.
- g. You will not use the Platform or provide the Services in any manner that harasses a user of the Platform or another tutor or could otherwise interfere with any other party's use or enjoyment of the Platform. You will respect the privacy of users of the Platform and will not use the Platform for unwelcome, rude or abusive communications or in any other disrespectful or detrimental manner, as determined by Stranerd in its sole discretion.
- h. You will neither use the Platform to invite a user to meet in person nor may you provide the Services to a user of the Platform outside of the Platform or pursuant to your provision of the Services.

4. Fees

- a. Fees payable in respect of your provision of the Services:
 - I. are paid on a per hour basis in accordance with the number of hours or partial hours of Services you provide at the hourly rates specified in this Agreement.
 - II. are inclusive of any and all applicable taxes for which you may be responsible.
 - III. are subject to any Penalty Costs that may be incurred as a result of; being late, unfinished sessions, or a "no show" for any previously scheduled tutor session.
- b. In order to receive payment of Fees from Stranerd, you will be required to submit complete bank account details for the transfer of payment. You are solely responsible for ensuring that you will be able to receive and withdraw money from your bank account.

Fees that may be charged directly by your bank account in relation to your account are solely your responsibility.

- c. If you incur any Penalty Costs without any Fees against which to offset such Penalty Costs, you will remain liable to Stranerd for the full amount of such Penalty Costs until such time that any earned Fees payable to you exceed any accumulated Penalty Costs, failing which you will remain responsible to reimburse Stranerd for such Penalty Costs.

5. No Endorsement

You acknowledge and agree that Stranerd does not endorse the Platform or any user of it and that Stranerd will not be responsible for any damages or harm which results from your interactions, or those of anyone else, with users of the Platform. By providing the Services by way of the Platform, you agree as follows: (i) any legal remedy or liability that you or such third party seek to obtain for the actions or omissions of the user of the Platform will be limited to a claim against such user who caused you, or such third party, harm; and (ii) you will not attempt to impose liability on or seek any legal remedy from Stranerd with respect to such actions or omissions.

6. Confidentiality and Intellectual Property

You acknowledge that you have read and agree to be bound by the terms and conditions of the confidentiality and proprietary information agreement attached to these Terms & Conditions and which forms an integral part of this Agreement.

7. Privacy

You acknowledge and agree that you have reviewed, acknowledge and agree to the Stranerd Privacy Policy, which is available at <http://stranerd.com/privacypolicy>, which policy governs Stranerd's collection and use of your "personal information" (as defined in the Stranerd Privacy Policy and/or applicable law).

8. Indemnity

You agree to defend, indemnify, and hold Stranerd, its officers, directors, employees and agents, harmless from and against any claims, liabilities, damages, losses, and expenses, including, without limitation, reasonable legal and accounting fees, arising out of or in any way connected with your violation of this Agreement, your provision of the Services, and any claim made by a third party as a result of your provision of the Services, including any claim alleging your infringement upon the copyrights, trademarks, trade secrets, patents or other intellectual property rights of such third party.

9. Limitation of Liability

NEITHER CLIENT NOR STRANERD WILL BE LIABLE FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOSS OF DATA OR LOSS OF GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE OR SYSTEM FAILURE OR THE COST OF SUBSTITUTE PRODUCTS OR SERVICES, OR FOR ANY DAMAGES FOR PERSONAL OR BODILY INJURY OR EMOTIONAL DISTRESS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR YOUR PROVISION OF THE SERVICES, OR FROM ANY COMMUNICATIONS, INTERACTIONS OR MEETINGS WITH USERS OF THE PLATFORM OR OTHER PERSONS WITH WHOM YOU COMMUNICATE OR INTERACT AS A RESULT OF YOUR USE OF THE PLATFORM WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT STRANERD HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, EVEN IF A LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

IN NO EVENT WILL STRANERD'S AGGREGATE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT EXCEED THE AMOUNT OF ALL FEES STRANERD HAS PAID TO YOU IN CONNECTION WITH YOUR PROVISION OF THE SERVICES DURING THE IMMEDIATELY PRECEDING 6-MONTH PERIOD. THE LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN YOU AND STRANERD.

10. Termination

- a. You agree that Stranerd may terminate the independent contractor relationship contemplated by this Agreement termination upon payment only for any outstanding and unpaid earned Fees (net of any Penalty Costs) and you agree that no additional advance notice or fees in lieu of notice are required in the event of such termination: at any time without notice or any further payment, including upon your breach of any of the terms of this Agreement; or if your aggregated Platform "user rating" falls below 9.3.
- b. You may terminate this Agreement at any time in your sole discretion upon providing Stranerd with ten (10) calendar days' notice of your intention to do so. Upon receipt of such notice, Stranerd may waive notice in which event this Agreement shall terminate immediately.

11. 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.

12. Miscellaneous

- a. **Complete Agreement.** There are no oral representations, understandings or agreements with Stranerd or any of its officers, directors or representatives covering the same subject matter as this Agreement. This Agreement is the final, complete and exclusive statement and expression of the agreement between you and Stranerd and of all of the terms of this Agreement, and it cannot be varied, contradicted or supplemented by evidence of any prior or contemporaneous oral or written agreements. This Agreement may not be later modified except by a further writing signed by Stranerd, and no term of the Agreement may be waived except by writing signed by the party waiving the benefit of such terms.
- b. **Satisfaction of all claims.** The terms set out in this Agreement, provided that such terms are satisfied by Stranerd, are in lieu of (and not in addition to) and in full satisfaction of any and all other claims and entitlements which you have or may have upon the termination of this Agreement and the compliance by Stranerd with these terms will affect a full and complete release of Stranerd from any and all claims which you may have for whatever reason or cause in connection with this Agreement and the termination of it. In agreeing to the terms set out in this Agreement, you specifically agree to execute and will deliver, upon request, a release if, as and when requested by Company upon the termination of this Agreement.
- c. **No Waiver.** No waiver by the parties hereto of any default or breach of any term, condition or covenant of this Agreement shall be deemed to be a waiver of any subsequent default or breach of the same or any other term, condition or covenant contained herein.
- d. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns including, without limitation, any successor of Stranerd by way of voluntary dissolution, reorganization, merger, consolidation or transfer of assets of Stranerd.
- e. **Severability.** If any of the covenants contained in this Agreement shall be held unenforceable or, with respect to Section 5, unreasonable by reason of the area, duration or type or scope of service covered by the said covenant, then the applicable covenant shall be given effect in such reduced form as may be decided by any court of competent jurisdiction. If, notwithstanding the foregoing, any clause or any portion of any such covenant should be unenforceable or be declared invalid for any reason whatsoever, such unenforceability or invalidity shall not affect the enforceability or validity of the remaining portions of the covenants and such unenforceable or invalid portions shall be severable from the remainder of this Agreement.

- f. **Governing Law.** This Agreement shall in all respects be constructed according to the laws of the Province of Ontario and the laws of Canada applicable therein.
- g. **Your Understanding.** You recognize and agree that you have read and understood this Agreement and that you have received an adequate explanation as to the nature and scope of its contents. You acknowledge and agree that this Agreement entails important obligations and that, if necessary, you have had adequate opportunity to seek independent legal counsel before signing this Agreement.

13. CONFIDENTIALITY AND PROPRIETARY INFORMATION AGREEMENT

In consideration of your engagement as an independent contractor of Stranerd, you further agree and covenant as follows:

- (i) is or becomes public other than through a breach of this Agreement;
- (ii) is known to you prior to the date of this Agreement and with respect to which you does not have any obligation of confidentiality; or
- (iii) is required to be disclosed by law, whether under an order of a court or government tribunal or other legal process, provided that you inform Stranerd of such requirement in sufficient time to allow Stranerd to avoid such disclosure by you.

You shall return or destroy, as directed by Stranerd, Confidential Information, Proprietary Property and any other Stranerd property to Stranerd upon request by Stranerd at any time. You shall certify, by way of affidavit or statutory declaration, that all such Confidential Information, Proprietary Property or Stranerd property has been returned or destroyed, as applicable.

1. Engagement with Stranerd as an independent contractor ("Engagement") may give you access to proprietary and confidential information belonging to the Client, Stranerd, its customers, its suppliers and others (the proprietary and confidential information is collectively referred to in this Agreement as "Confidential Information"). Confidential Information includes but is not limited to marketing plans, proposals, contracts, technical and/or financial information, databases, software and know-how. All Confidential Information remains the confidential and proprietary information of Stranerd.
2. As referred to herein, the "Business of Stranerd" shall relate to the business of Stranerd as the same is determined by the Board of Directors of Stranerd from time to time.
3. You may in the course of the Engagement conceive, develop or contribute to material or information related to the Business of Stranerd, including, without limitation, software, technical documentation, ideas, inventions (whether or not patentable), hardware, know-how, marketing plans, designs, techniques, documentation and records, regardless of the form or media, if any, on which such is stored (referred to in this Agreement as "Proprietary Property"). Stranerd shall exclusively own, and you do hereby assign to Stranerd, all Proprietary Property which you conceive, develop or contribute to

in the course of the Engagement and all intellectual and industrial property and other rights of any kind in or relating to the Proprietary Property, including but not limited to all copyright, patent, trade secret and trade-mark rights in or relating to the Proprietary Property. Material or information conceived, developed or contributed to by you outside work hours on Stranerd's premises or through the use of Stranerd property and/or assets shall also be Proprietary Property and be governed by this Agreement if such material or information relates to the Business of Stranerd. You shall keep full and accurate records accessible at all times to Stranerd relating to all Proprietary Property and shall promptly disclose and deliver to Stranerd all Proprietary Property.

4. You shall, both during and after the Engagement, keep all Confidential Information and Proprietary Property confidential and shall not use any of it except for the purpose of carrying out authorized activities on behalf of Stranerd. You may, however, use or disclose Confidential Information which:
5. You covenant and agree not to make any unauthorized use whatsoever of or to bring onto Stranerd's premises for the purpose of making any unauthorized use whatsoever of any trade secrets, confidential information or proprietary property of any third party, including without limitation any trade-marks or copyrighted materials, during the course of the Engagement.
6. At the reasonable request of Stranerd, you shall do all reasonable acts necessary and sign all reasonable documentation necessary in order to ensure Stranerd's ownership of the Proprietary Property, Stranerd property and all intellectual and industrial property rights and other rights in the same, including but not limited to providing to Stranerd written assignments of all rights to Stranerd and any other documents required to enable Stranerd to document rights to and/or register patents, copyrights, trade-marks, industrial designs and such other protections as Stranerd considers advisable anywhere in the world.
7. You hereby irrevocably and unconditionally waives all moral rights you may now or in the future have in any Proprietary Property.
8. You agree that you will, if requested from time to time by Stranerd, execute such further reasonable agreements as to confidentiality and proprietary rights as Stranerd or the Client may reasonably require to protect Confidential Information or Proprietary Property.
9. Regardless of any changes in position, fees or otherwise, including, without limitation, termination of the Engagement, unless otherwise stipulated pursuant to the terms hereof, you will continue to be subject to each of the terms and conditions of this Agreement and any other(s) executed pursuant to the preceding paragraph.
10. You agree that your sole and exclusive remedy for any breach by Stranerd of this Agreement will be limited to monetary damages and in case of any breach by Stranerd of this Agreement or any other Agreement between you and Stranerd, you will not make any claim in respect of any rights to or interest in any Confidential Information or Proprietary Property.
11. You acknowledge that the services provided by you to Stranerd under this Agreement are unique. You further agree that irreparable harm will be suffered by Stranerd in the event of your breach or threatened breach of any of his or her obligations under this Agreement and that Stranerd will be entitled to seek, in addition to any other rights and

remedies that it may have at law or equity, a temporary or permanent injunction restraining you from engaging in or continuing any such breach hereof. Any claims asserted by you against Stranerd shall not constitute a defence in any injunction action, application or motion brought against you by Stranerd.