

PERSONAL SERVICES AGREEMENT
(hereinafter – the Agreement/Offer)

Publication date: April 04, 2022

Nicosia city, Republic of Cyprus

By accepting this Offer, you (hereinafter – the “Tutor”) conclude the Agreement between you and the Company on the terms and conditions set out below.

Parties:

AGATON LIMITED, a company incorporated and operating under the laws of the Republic of Cyprus with the registration No. HE411455 with its registered office at Thiseos, 9, Flat/Office 102, Aglantzia, 2121, Nicosia, Cyprus (hereinafter – the «Company»)

and the Tutor

(each of the Tutor and the Company may hereinafter be referred to as a «Party», and, together, as the «Parties»).

BACKGROUND

A. The Company is intent to engage the Tutor as a tutor for users of the Company's platform.

B. Now the Parties intend to lay out in writing the agreement reached by them and to agree on the details on the future dealings.

1. SUBJECT OF AGREEMENT

1.1. The Company hereby engages the Tutor to provide the following services: (1) holding classes to users; (2) check user's homework; (3) participate in all webinars and training courses, which the Company may request from time to time; (4) test of new learning methodology and (or) tutorials as per request from the Company; (5) communication with users (and their representatives) on educational issues and issues of quality organization of the educational process, as well as (6) providing other services in agreement with the Company.

1.2. The specific list of services, the terms of their provision, as well as other circumstances of cooperation between the Parties are provided for by the relevant terms of services, which are an integral part (addenda) hereof. The terms of service are available in the Tutor's personal account on the Company's platform (hereinafter and everywhere in the text – «platform»).

1.3. The Company shall co-operate with the Tutor, use its best efforts to inform the Tutor of all significant circumstances concerning the Company's assignments, and provide the Tutor with all appropriate documentation and information necessary to provide legal services in accordance with the Company's assignments.

1.4. The Tutor shall comply with Tutor Standard, available in the Tutor's personal account on the platform (hereinafter – the «personal account»).

2. COMMUNICATION AND RESOURCES

2.1. Any communication pursuant to this Agreement may be sent by email, Slack or platform, and is deemed received on the same day if sent before 2 pm Nicosia time on a business day, and otherwise is deemed received on the nearest business day after the day it is sent. The main email address for communication with the Company is teachers.care@osmi.com. The main email address for communication with the Tutor is the email address of the corporate domain of the Company created for the Tutor; if such email address is not created, then the main channel of communication with the Tutor is a chat on the platform.

2.2. The Company grants the Tutor with an access to:

2.2.1. The Company's Slack workspace.

2.2.2. the platform. Access will be granted to the email indicated by Tutor or the Tutor's email at the Company domain, if such will be created.

2.3. The Tutor shall be responsible for setting a secure password for Slack workspace and the platform, and for keeping log in credentials confidential (including, but not limited to, shall log in his/her email used for access to Slack workspace or the platform, log in Slack workspace or the platform only on personal devices which are protected with password, PIN or fingerprint/other methods using biometrics). If the Tutor has reasonable grounds to believe that log in credentials of his/her email used for access to Slack workspace or the platform, or of Slack workspace or the platform are compromised, the Tutor shall promptly inform the Company thereof and follow the instructions provided by the Company. The Company is entitled to restrict access to Slack workspace or the platform for the Tutor's accounts.

2.4. The Tutor is under obligation to communicate his/her valid phone number, email address and Skype ID to the Company (including by indicating in the platform account) the country and city of residence and inform the Company if any of them changes.

2.5. The Tutor and the Company shall regularly (at least daily) check all means of communications mentioned above for new messages and respond to messages, meet (at the Company's prior request) in agreement with a representative of the Company. The Tutor and the Company are responsible for failure to comply with such obligations and any damages arising out of or in connection with it.

2.6. The Tutor may display his screen during the class in order to familiarize the user with additional materials. The Tutor is responsible for ensuring that the rights of third parties to the displayed materials and their content are complied with.

6. TECHNICAL REQUIREMENTS

3.1. The tutor is responsible for non-compliance of the equipment used for holding classes with the technical requirements as well as for setting up the workplace before the start of the class. If the Tutor did not hold a class because the equipment did not meet the technical requirements, it is considered that the Tutor missed the class in violation of the terms hereof.

3.2. Minimal system requirements for a PC:

- Operating system: Windows 7/8/8. 1/10, Mac OS X 10.13 and later.
- Google Chrome/Opera/ Mozilla Firefox/ Safari latest stable version.
- RAM: 6 GB or more.
- Processor: intel i3, i5, i7 at least 5th generation or AMD Ryzen 3, 5, 7 of any generation.

<ul style="list-style-type: none"> - Internet connection from 10 Mbit / sec. - The presence of a microphone and video camera.
<p>3.3. Recommended technical requirements for a PC:</p> <ul style="list-style-type: none"> - Operating system: Windows 8/8. 1/10, MacOS 10.14 and later. - Google Chrome/Opera/ Mozilla Firefox/ Safari latest stable version. - RAM: 8 GB or more. - Processor: intel i3, i5, i7 at least 5th generation or AMD Ryzen 3, 5, 7 of any generation. - Internet connection from 15 Mbit / sec. - The presence of a microphone and video camera.
<p>3.4. Workplace setup:</p>
<p>3.4.1. Close all programs that can occupy most of the Internet channel (such as file sharing);</p>
<p>3.4.2. Provide access to the microphone and camera on his PC.</p>
<p>4. REMUNERATION AND PAYMENT</p>
<p>4.1. The Tutor's remuneration for the services is calculated on the basis of the cost of one successful class. The cost of one successful class is set out in the relevant terms of service (hereinafter referred to as the «Terms»), available at the Tutor's personal account.</p>
<p>4.2. The cost of one successful class will be increased in accordance with the Terms. The Terms may provide additional remuneration for the Tutor.</p>
<p>4.3. At the end of each period of 15 (fifteen) calendar days from the date of publication of the Agreement (a period of 15 (fifteen) calendar days is considered a «reporting period»), the Company calculates the Tutor's remuneration, and its balance is made available in the Tutor's personal account. If a Tutor believes the balance to be incorrect, the Tutor shall contact the Company by writing to the email address specified in clause 2.1. hereof. The date when the current reporting period ends is available in the Tutor's personal account.</p>
<p>4.4. The Company shall pay the balance of remuneration, as calculated by the Company at the end of a reporting period, to the Tutor within five business days following the end of such reporting period.</p>
<p>4.5. The payment shall be made to the bank card account US dollars, unless other currency and/or payment method is not provided for in the Terms. Each Party is responsible for any additional payment arising on the side of such Party (or a bank of such Party).</p>
<p>4.6. The Company may require the Tutor to execute a confirmation of remuneration balance by request in the platform or in writing from time to time, and the Tutor shall comply with such requirement or state his/her objections to the consideration balance calculated by the Company. Failure to do so within three (3) business days from the date of request constitutes confirmation of remuneration balance by the Tutor and a waiver of any objections to the consideration balance by the Tutor.</p>
<p>4.7. The Tutor's remuneration includes all applicable taxes and fees. Each Party shall independently and at its own expense pay any taxes, fees and other mandatory payments provided for by applicable legislation.</p>
<p>5. RETURNS</p>
<p>5.1. The name and list of quantitative indicators of the provision of services, in particular the scope, period of provision, and cost of services, are determined and calculated by the Company independently on the basis of the Company's own data and may be available to the Tutor in full or in part in the Tutor's personal account on the platform, including in the form of an electronic document issued by the Company based on the results of the reporting period, confirming the actual scope of the services provided by the Tutor.</p>
<p>5.2. The Parties accept the Company's own data as the only reliable source of data that determines the quantitative indicators, volume, period, cost, as well as other characteristics of the services provided.</p>
<p>6. RESPONSIBILITY</p>
<p>6.1. The Parties are responsible for non-fulfillment or improper fulfillment of obligations under the Agreement in accordance with the applicable law and the terms of the Agreement.</p>
<p>6.2. The Tutor is responsible for the accuracy, relevance, completeness and compliance with the applicable legislation of the information and documents provided by him under the Agreement, including the data provided during registration on the platform, as well as for the absence of third-party claims regarding such information and/or documents. The Tutor agrees that the actions performed on the platform after the conclusion of the Agreement are recognized as the actions of the Tutor. The Company is not responsible for any damage caused as a result of unauthorized access to the platform using the Tutor's data.</p>
<p>6.3. The Company is not responsible for the inconsistency of the platform's functionality with the Tutor's expectations related to the effectiveness/efficiency of using the platform, does not guarantee that the platform meets certain special requirements of the Tutor or that it is possible to configure (change) sections (elements) of the platform in accordance with the Tutor's preferences. The Company does not guarantee that the platform is completely free from defects and errors, and must function smoothly, as well as the availability of the platform at any time.</p>
<p>6.4. The Company makes all reasonable efforts to prevent failures and malfunctions in the operation of the platform, but does not guarantee its uninterrupted operation and is not responsible for it. The Company is not responsible for interruptions in the operation of the platform (including emergency, preventive), for insufficient quality or speed of data provision. The Company is not responsible for the risk of adverse consequences that will occur or may occur as a result of non-compliance of the equipment, other software or communication channels used by the Tutor with the established requirements for the protection of personal data from unauthorized (illegal) encroachment by third parties.</p>
<p>6.5. The Company is not responsible for possible errors, failures, interruptions in the operation of the platform, if such errors, failures or interruptions are caused by scheduled maintenance or: power outages, global interruptions in the operation of local or international segments of the Internet, routing system failures; failures in the distributed domain name system; failures caused by attempts and/or unauthorized administration by third parties of the platform or DoS attacks; malicious software; other reasons beyond the control of the Company.</p>

6.6. The Company is not responsible for the violation of intellectual rights, as well as other responsibility for the dissemination of information/materials/content that occurred as a result of the placement (publication) of any information/materials/content by the Tutor on the platform, due to the fact that the Company: is not the initiator of such placement; does not determine a specific recipient of the content; does not change the content, except for changes made by the Company to ensure the technological process of content placement; at the time of posting the content on the platform and during the period of its posting on the platform (if no relevant claims or claims of third parties have been received regarding the posted information), is not aware that the use of the relevant results of intellectual activity or means of individualization by the person who initiated the placement of the material containing the relevant result of intellectual activity or means of individualization is illegal and/or that, that the publication of this information violates other rights and / or legitimate interests of third parties.

6.7. The Company is not responsible for the content of Internet pages posted on other information resources, links to which can be placed by the Tutor on the platform.

6.8. The amount of the Parties liability in connection with non-performance/improper performance of the Agreement is limited to the amount of the Tutor's remuneration in the corresponding reporting period.

6.9. The Parties are released from liability for partial or complete non-fulfillment of obligations under the Contract, if this non-fulfillment is the result of force majeure (force majeure), that is, extraordinary and unavoidable circumstances under these conditions that arose after the conclusion of the Agreement, which the Parties could neither foresee nor prevent by reasonable actions. Such circumstances include: flood, earthquake, other natural and man-made disasters, wars, military actions, acts of terrorism, decisions and actions of state authorities and other circumstances beyond the reasonable control of either Party. The fact of the occurrence of force majeure circumstances and their duration must be confirmed by documents issued by the relevant competent state bodies or organizations

7. INTELLECTUAL PROPERTY

7.1. The provision of access to the platform to the Tutor is carried out solely for the purpose of proper provision of services under the Agreement and does not provide for the transfer of any rights to the platform and/or its components to the Tutor. Access is terminated (restricted) under the terms of this Agreement.

7.2. The Tutor shall not use the results of intellectual activity posted on the platform (including, but not limited to: text, design elements, graphic images, as well as the program code of the platform, any content of the platform) without the prior written consent of the Company (including, but not limited to, reproducing, copying, processing, distributing in any form).

7.3. The platform, all its elements, are provided in the «as is» and «as available» state. The Tutor shall not demand any changes to the platform. The use of the platform is carried out by the Tutor solely under his own responsibility and at his own risk.

7.4. If the Tutor posts or provides the Company with any information/materials/content in text and / or graphic and / or audiovisual or other form (hereinafter referred to as content) on the platform, the Company or tutors have the right to use such content without payment on the territory of the whole world in the following ways: distribution, reproduction both in full and any fragments thereof, including by posting on the platform and other Internet resources, content processing, bringing the content to the public, and the Tutor agrees to such use. The provision of reports on the use of content is not provided. The Tutor is responsible for the substance of the content.

7.5. The Tutor allows: (1) use the content without specifying your name (right to anonymous use); (2) make changes, abbreviations and additions to the content, provide illustrations, a preface, an afterword, comments or any explanations when using the materials; (3) to publish the content, that is, the right to perform an action or consent to perform an action that makes the materials available to the public for the first time by publishing them, publicly displaying them, publicly performing them, broadcasting them or by cable or by any other means.

7.6. By posting content on the platform or sending content to the platform for posting, the Tutor certifies and guarantees, and also undertakes to constantly ensure compliance with all the following requirements with respect to such content: the ownership of the exclusive right to the content and any elements of the content to the Tutor, or the Tutor has a license granting the right to use and allow other persons to use the content to the extent and in the ways provided for in this section of the Agreement; if the content includes any brand and other names, trademarks, names, images or legally protected symbols of other persons, the Tutor has obtained all necessary consents to use such objects to the extent and in the ways provided for in this section of the Agreement; the content does not detract from the honor, dignity and/or business reputation of any third parties; the content and its use by the Company to the extent and in the ways specified in this section does not violate any other rights and legitimate interests of third parties; the content does not contain information, links, materials that violate the exclusive rights of third parties or the distribution of which otherwise violates applicable law.

7.7. If any claims and/or lawsuits are filed against the Company by third parties in connection with a possible violation of the rights of third parties in the content posted/provided by the Tutor, the Tutor shall independently settle such claims in full, freeing the Company from liability, including from any payments in favor of such persons and reimburse the Company for losses.

8. DATA

8.1. The Tutor shall provide the Company with all data requested by the Company and/or the platform that is necessary for the provision of services by the Tutor.

8.2. By submitting data to the Company, including when registering with the platform, the Tutor agrees to the processing of the provided data including by third parties involved by the Company, as well as to their cross-border transfer in accordance with the Privacy policy available at the link specified in clause 14.1. hereof, which is part hereof.

8.3. The Company shall not disclose confidential information provided by the Tutor in connection with the performance hereof (with the exception of publicly available information) to third parties without the Tutor's prior consent.

8.4. The Company may use e-mail, phone number, as well as other data provided by the Tutor, in particular when registering with the platform, to send the Tutor information and advertising materials, including to inform the Tutor about the activities of the Company and the progress of the execution hereof.

8.5. As a part of his/her undertakings hereunder the Tutor undertakes to comply with Confidentiality Covenants available at the link specified in clause 14.2. hereof, which is part hereof.

9. EFFECT AND DURATION OF THE AGREEMENT

9.1. The Offer is deemed accepted by the Tutor, and the Agreement is concluded and entered into effect in part of the terms provided for in section 8 of the Agreement, from the moment of registration of the Tutor on the platform. In part of other terms,

the Offer is deemed to be accepted by the Tutor, and the Agreement is concluded and entered into effect on the date of the actual holding of the class by the Tutor.

9.2. The Agreement is valid until December 31 of the year in which it was entered into, inclusive. The Agreement is automatically renewed for each subsequent calendar year, if it has not been terminated.

9.3. The date of registration of the Tutor on the platform, as well as the date of the actual holding of the class by the Tutor, are determined on the basis of the Company's data.

10. AMENDMENT

10.1. The Company may amend the Agreement by posting (publishing) of the new version hereof in the Tutor's personal account on the platform with 7 (seven) calendar days prior notice to the Tutor. The amendments become effective on the 8th (eighth) calendar day following the date when amendment notification was submitted to the Tutor (the «Effective date of the amendments»).

10.2. The Tutor shall independently monitor the amendments to the Agreement and familiarize himself with the terms of the new version hereof after the date of its publication. By continuing to use the platform and/or holding classes after the Effective date of the amendments, the Tutor agrees to the terms of the new version of the Agreement.

10.3. If the Tutor does not agree with the terms of the new version of the Agreement, the Tutor shall send the Company a notice of termination of the Agreement and stop using the platform as well after the Effective date of the amendments. In this case, the Agreement is deemed terminated on the 8th (eighth) calendar day from the date of receipt of the relevant notification by the Company.

10.4. If the Tutor has not sent a notice of termination of the Agreement, the Tutor's consent to the new version hereof is deemed to have been received by the Company, the amendments accepted by the Tutor and entered into effect on the Effective date of the amendments.

10.5. The dates: (1) Tutors are notified of the amendments; (2) the amendments become effective; (3) the Company receives the notice of termination of the Agreement; (4) the termination of the Agreement are determined based on the Company's data.

11. TERMINATION

11.1. This Agreement may be terminated upon mutual consent of the Parties at any time.

11.2. The Tutor may terminate this Agreement upon notice to the email address specified in 2.1. hereof 14 (fourteen) calendar days before the date of termination hereof. The Agreement is considered terminated on the 15th (fifteenth) calendar day after the Company receives the relevant notification. A termination notice cannot be withdrawn.

11.3. The Agreement may be terminated on the grounds provided for by the relevant Terms.

11.4. The Company may terminate this Agreement by an immediate notice to the Tutor in the following cases:

11.4.1. The Company suspends enrollment of new users for the Tutor pursuant to clauses 11.5.-11.8. hereof; or

11.4.2. The Tutor commits 2 (two) or more violations stipulated in clauses 11.5.1.-11.5.11. hereof during 1 (one) month of work (hereinafter, violations stipulated in clauses 11.5.1.-11.5.11. hereof are referred to as «systematic»); or

11.4.3. The Tutor commits or does not prevent a systematic breach while the enrollment of new users is suspended for this Tutor; or

11.4.4. The Tutor commits or does not prevent three or more systematic breaches per year; or

11.4.5. The Tutor suspends classes without a valid reason and without the consent of a representative of the Company, notifying the Company no more than a day before the suspension of classes; or

11.4.6. The Tutor suggests or motivates users to continue their classes without the Company's participation (directly with the Tutor or otherwise); or

11.4.7. The Tutor offends a user or a representative of the Company; or

11.4.8. The Tutor does not respond to a communication from the Company within three business days; or

11.4.9. The Tutor, which does not have any active users, refuses to indicate time available for the classes and/or refuses to conduct a class appointed for the time indicated as available in the Tutor's schedule; or

11.4.10. The public statements made by the Tutor, or the Tutor's posts in social networks, media and other resources may affect the Company's reputation or contain false statements about the Company; or non-ethical negative and subjective publications or speeches via internal communication channels of the Company (e-mail, messengers) aiming to inspire an employees, suppliers or tutors of the Company to cancel the collaboration with the Company; or

11.4.11. The Tutor infringes the Company's or other's intellectual property rights or commits other actions which can result in the damages for the Company or affect the Company's goodwill; or

11.4.12. A user files a substantiated complaint against the Tutor.

11.4.13. The Tutor does not take the training assigned by the Company in order to improve the quality of the services provided by the Tutor within the time limits set by the Company.

11.4.14. The Tutor violates the terms of the Agreement.

11.5. The Company may not to assign classes with new users (hereinafter – «suspend enrollment») as well as to deprive the Tutor of bonuses in one of the following cases:

11.5.1. The Tutor holds one (1) unsuccessful (missed or cancelled by the Tutor) first class within (calendar month); or

11.5.2. The Tutor misses classes for 3 (three) days within 30 (thirty) calendar days; or

11.5.3. The Tutor does not respond to a Company's communication during twenty four (24) hours without any valid reason or violates the rules for suspending classes provided for in the Terms; or

11.5.4. The Tutor does not comply with Tutor Standard; or

11.5.5. The Tutor refuses from classes with any particular user twice without valid reasons or less than 72 hours before the class; or

11.5.6. The Tutor Performance Indicators (KPI) gives the Company the right to suspend enrollment of new users in accordance with the Terms; or
11.5.7. The Tutor repeatedly receives bad feedback from the users; or
11.5.8. Three (3) or more users request to be transferred to another tutor or cease classes because of the Tutor during any three months; or
11.5.9. At the end of the month, the Tutor's attendance of classes is below 90%; or
11.5.10 The Tutor does not take the training assigned by the Company in order to improve the quality of the services provided by the Tutor within the time limits set by the Company.
11.5.11. The Tutor violates the terms of the Agreement.
11.6. The Company shall communicate to the Tutor the reasons for suspending the enrollment of new users.
11.7. If, during 1 (one) months following suspension of enrollment of new users ("Enrollment Suspension Period"), the Tutor does not commit anything listed in clauses 11.5.1. to 11.5.5. hereof, and the reasons listed in clauses 11.5.6. to 11.5.11. do not arise, the Company shall resume enrollment of new users. The Company reserves the right to resume enrollment prior to expiration of Enrollment Suspension Period. If, during 2 (two) months following suspension of enrollment ("Enrollment Suspension Period"), the Tutor does commit anything listed in clauses 11.5.1. to 11.5.5. hereof, and (or) the reasons listed in clauses 11.5.6. to 11.5.11. do arise, the Company is entitled to keep enrollment of new users suspended and to deprive him/her of additional remuneration, if such is provided by the Terms (i.e. to pay only the cost of successfully completed classes).
11.8. If, following the Enrollment Suspension Period the Company does not resume enrollment, the Company may, at its discretion:
11.8.1. terminate this Agreement by notifying the Tutor, and the date of termination hereof is the date of notification; or
11.8.2. Reduce the Tutor's classes to those with users who refused to be assigned to another tutor, not to assign any new users to the Tutor, and to terminate the Agreement with immediate notice at any time following the end of Enrollment Suspension Period.
11.9. The Agreement may be terminated on the grounds provided for by the relevant Terms.
12. DISPUTE RESOLUTION AND APPLICABLE LAW
12.1. Any dispute, claim or controversy, arising out of or in connection with this Agreement, breach, termination or invalidity thereof, shall be finally settled in the courts of Nicosia, Republic of Cyprus.
12.2. This Agreement shall be governed by and construed in accordance with the legislation of the Republic of Cyprus
13. MISCELLANEOUS
13.1. This Agreement is personal to the Tutor and cannot be assigned by the Tutor.
13.2. The Company may assign this Agreement to any third party partially or in full; the Tutor's consent is not required for such assignment to be effective.
13.3. The Company may assign the Tutor free training in order to improve the quality of the services provided by the Tutor, and the Tutor shall complete such training within the time limits set by the Company. If the Tutor fails to complete the training, the Company may suspend the enrolment of new users for the Tutor and/or terminate the Agreement with the Tutor.
13.4. A working day is any: (1) calendar day, (2) day off, in which the Tutor has scheduled classes in accordance with the schedule.
13.5. In the event any provision of this Agreement is held to be invalid, void or unenforceable, other provisions of this Agreement shall remain in full effect.
13.6. For the conclusion and entry into effect of the Agreement, it is necessary and sufficient to execute the actions provided for in section 6 of the Agreement. For the conclusion and entry into effect of the Agreement, the Parties do not need to draw up the Agreement in the form of a separate document; sign the Agreement with their own hands (authorized representatives of each of the Parties) or with the use of analogs of their own handwritten, including electronic, signatures of the Parties; seal the Agreement; perform any actions not provided for in section 6 of the Agreement.
13.7. On the day of execution hereof all previous correspondence, documents, agreements, contracts, as well as negotiations between the Parties on issues that are the subject hereof lose their effect
14. ANNEXES
14.1. Privacy policy: https://legal.osmi.com/doc/view/privacy_policy_eng
14.2. Confidentiality Covenants: https://legal.osmi.com/doc/view/confidentiality_covenants_contractors