

## TERMS OF SERVICE

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This document is the terms of service, that are available at the link: [https://legal.osmi.com/doc/view/Terms\\_03\\_offer\\_tutor\\_int\\_NNT\\_AGT\\_eng](https://legal.osmi.com/doc/view/Terms_03_offer_tutor_int_NNT_AGT_eng) (hereafter – the «Terms»).

### 1. APPLICATION

1.1. The Terms are an integral part of the Personal service agreement available at the link: [https://legal.osmi.com/doc/view/offer\\_tutor\\_int\\_agt\\_eng](https://legal.osmi.com/doc/view/offer_tutor_int_agt_eng) (hereafter – the «Agreement») and provide for the conditions for the provision of services by the tutor, including the grounds (conditions) for the payment of remuneration to the tutor, as well as other circumstances of cooperation between the Parties.

1.2. The Terms are binding to the Parties: the tutors engaged under the Agreement (hereafter – the «Tutors»), as well as AGATON LIMITED (hereafter – the «Company»).

### 2. SCOPE

2.1. Subject to the Terms, the tutor provides the services stipulated in clause 1.1. of the Agreement in particular holds individual remote classes in English.

2.2. The Company independently determines the possibility of attracting a tutor to provide services in accordance with the Terms and may refuse to engage a tutor in such a way without explaining the reasons.

### 3. TEACHING METHODICS AND MATERIALS

3.1. The Company shall provide the Tutor with:

3.1.1. Training on how to use the platform.

3.1.2. Information collected during introductory class with a user, including the purposes of studying English, how long the user has been studying English and his/her level of proficiency in English, as well as the Company's recommendations as for the platform course to be used by the Tutor.

3.1.3. Knowledge base regarding use of the platform tools, teaching methods and interaction with a user, the Company's practices, etc. The Knowledge base is provided in English.

3.2. The Tutor may use materials and information provided by the Company only for the performance of this Agreement. The Tutor shall not assign, sublicense or transfer his/her rights to use such materials to any third party. The Tutor shall not distribute, publish, grant access to such materials, alternate them or use them in any other way not directly aimed at fulfilment of the Tutor's obligations to the Company.

3.3. The platform features courses for various levels of English proficiency and purposes of studying; each class can include exercises, audio tracks, explanations of grammar, vocabulary, and other materials and information. A course is usually accompanied by recommendations to the tutor. If the Tutor has questions regarding the teaching process (such as how to customize a class, where to find additional exercises or how to adapt an exercise for a particular user, etc.), the Tutor may contact the Company for help by writing to the email address specified in clause 2.1. hereof.

3.4. There are specific requirements of the Company related to tutorials and education process, including: the Company may request that the Tutor applies some specific tutorials (provided by the Company) during a class with a specific user or a group of users, the Tutor should follow those requirements; the Company may provide some specific instructions related to classes with a specific user or a group of users, and the Tutor should follow (except to cases of technical issues when the Tutor have to perform a class in a usual way); the Tutor must review the tutorials and subject of a class prior to it; the Tutor must know and follow the recommendations of the Company methodologists related to the classes.

### 4. SCHEDULE

4.1. The tutor shall provide and indicate in the schedule on the platform the time available for classes in the amount of at least 12 (twelve) classes per week. The Tutor shall promptly update the time indicated in the schedule as available for classes, and the Company may consider the time indicated by the Tutor in the schedule as intended for the appointment of classes.

4.1.1. The Tutor shall commence the class in accordance with the time indicated in the schedule and conduct the class in the amount specified in the schedule.

4.2. The Company appoints users to the Tutor considering the user's purpose of learning English, his/her level of proficiency in English, the subscription chosen by the user as well as the user's time slots available for the classes. The Tutor will receive a notice of a class appointed through the platform.

4.3. The Company is not under obligation to maintain any workload for the Tutor or appoint the classes for certain users only with the Tutor.

4.4. The tutor may cancel or reschedule the class:

4.4.1. At least twenty-four (24) hours prior to the beginning of the class as scheduled by a notice to the Company and the user.

4.4.2. At least one hour before the beginning of a class if the Tutor cannot conduct a class due to reasons not controlled by him, such as illness or other similar circumstances, by a notice to the Company and to the user; the Company may request a written proof of such circumstances from the Tutor.

Notifications pursuant to this clause shall be made: to the Company – to the email indicated in clause 2.1. above; to the user – on the platform or by other means of communications, provided the Tutor can later prove the timing and contents of a notice.

4.5. The Tutor agrees that the Company may cancel the class eight (8) hours before it starts without any compensation to the Tutor.

4.6. If at the commencement of a class, as scheduled, the Tutor can't reach the user at the platform or by Skype, the Tutor shall, by clicking a button in the Tutor's account at the platform, send an SMS reminder to the user that

the class has started and repeatedly dial the user at least three times on Skype and other means of communications with the user available to the Tutor. The class is considered started as scheduled, regardless of when the call is established. The Tutor shall wait for the user during the whole class. If the Tutor can't reach the user despite following the provisions of this clause, the class is considered as skipped by the user and the Tutor is entitled to remuneration in the amount of the cost of the successfully completed class, while the missed classes are not taken into account in the calculation of bonuses.

4.7. The Tutor may suspend classes for a total of 56 (fifty-six) days within a year (within 4 (four) consecutive weeks) without giving reasons by sending a request to the Company no later than: (a) 2 (two) weeks prior to the suspension of classes if the Tutor suspends classes for less than 2 (two) weeks; (b) 30 (thirty) days prior to the suspension of classes if the Tutor suspends classes for 2 (two) weeks or more. If classes are suspended, the Tutor must fill out a report in the profiles of their users, indicating what classes were completed, homework, and other information that the Company may need to continue classes with users.

4.8. If a Tutor misses a class contrary to the terms of this Agreement, the Tutor shall conduct another class at the Company's discretion for free.

## 5. CLASSES

5.1. All classes are held on the specially designed interactive platform. The Tutor may hold a class using other means of communication, if the platform cannot be used for technical reasons, notified by the Tutor to the Company.

5.2. The Tutor shall record audio and video during the classes for quality control. When a class is conducted on the platform, the class will be recorded automatically, and the recording will be available for the Company on the platform. Where a class is held by Skype, the Tutor shall record audio and video (if available) and, within twenty-four (24) hours following the end of a class, shall upload a recording to a Google Drive folder (or other cloud storage) as indicated by his/her group representative.

The Tutor agrees that the Company may record the class and use such recording without any additional payment to the Tutor for twenty (20) years following the date of the recording. The Company may use the recording of a class for quality control and depersonalized analytics.

5.3. The Tutor may choose not to conduct a class if eight (8) hours before a class a user's balance is 0. The Tutor must not conduct a class if the user failed to pay for the class before it commences, and is not entitled for a payment for a class conducted contrary to this provision.

5.4. After a class, the Tutor shall indicate the status of the class on the platform, including, without limitation, if the class was conducted (if not, then for what reason). If the Tutor fails to indicate the status of the class within twenty-four (24) hours after the class ended, it is deemed that the class was not conducted, and the Tutor is not entitled for the payment for this class.

5.5. The Company may offer the Tutor classes with users on special conditions. Special conditions can be provided for in the addenda available in the Tutor's personal account on the platform.

## 6. REMUNERATION

6.1. The tutor's remuneration for providing services pursuant to the Agreement is based on the cost of 1 (one) successfully completed individual remote English language class with a tutor whose native language is not English (hereinafter the «class») and bonuses, according to the table:

The cost of 1 (one) class, in US dollars (USD)	The tutor's proficiency in English		
	Upper-Intermediate and lower		Upper-Intermediate and higher and the tutor's proficiency in a second language*
	Duration of 1 (one) class is 25 (twenty five) minutes	Duration of 1 (one) class is 50 (fifty) minutes	Duration of 1 (one) class is 50 (fifty) minutes
	2,00	3,20	4,30
Bonus for the total number of classes held with the same user, in US dollars (USD)			
Bonus for the total number of classes held with the same user:			
20 (twenty) classes – «crystal» bonus	0,20		0,30
40 (forty) classes – «sapphire» bonus	0,40		0,50
60 (sixty) classes – «emerald» bonus	0,60		0,70
80 (eighty) classes – «ruby» bonus	0,60		0,90
100 (one hundred) classes	0,60		1,10

- «diamond» bonus	
<b>Monthly bonus</b>	
Bonus for 100 (one hundred) or more classes held by a tutor during 1 (one) calendar month with different users when the total number of classes is less than or equal to 2000 (two thousand).	20,00
Bonus for 100 (one hundred) or more classes held by a tutor during 1 (one) calendar month with different users when the total number of classes is more than 2001 (two thousand and one).	50,00
<b>One-time bonuses</b>	<b>Bonuses, in US dollars (USD)</b>
Bonus for each successfully completed 1000th (thousandth) class,	10,00
Bonus for 5,000 (five thousand) successfully completed classes,	50,00
Bonus for 10,000 (ten thousand) successfully completed classes,	100,00
Bonus for 15,000 (fifteen thousand) successfully completed classes,	150,00

\*Second language – the language spoken by the user and in which the tutor conducts classes.

6.2. The tutor's remuneration is calculated by the Company independently based on the Company's data. The conditions under which bonuses are payable to the tutor are determined (identified) by the Company independently based on the Company's data and methodology.

6.3. Bonuses for the total number of classes held with the same user are accrued for each successfully completed class and are paid when the number of classes is reached and in the amount specified in the table, within the terms stipulated for the payment of remuneration in the Agreement. Bonuses are not summed up, the maximum amount of the bonus is 1,10 in US dollars (USD).

6.4. Monthly bonuses are paid in accordance with the conditions set out in the table, on the nearest remuneration payment date stipulated in the Agreement, for the previous month in which the bonus payment conditions were met.

6.5. One-time bonuses are paid in accordance with the conditions set out in the table on the nearest remuneration payment date stipulated in the Agreement, after the 10th (tenth) day of the month for the previous month in which the bonus payment conditions were met. One-time bonuses do not add up.

6.6. The tutor's proficiency in language is determined by the Company itself.

6.7. When the enrollment of new users is suspended due to the circumstances stipulated in the Agreement, the tutor is paid remuneration only taking into account the cost of successfully completed classes, bonuses are not subject to payment.

## 7. SUSPENSION OF NEW USER ENROLLMENT

7.1. The Company may suspend the enrollment of new users for a tutor if, at the end of a calendar month, the tutor meets the criteria of the «Critical» rating category. Suspension of enrollment means that the Company no longer assigns classes to the tutor with new users. The enrollment of new users is suspended for all classes held by the tutor for the Company's users, in accordance with the Agreement.

7.2. Suspension of enrollment does not affect users who have already been engaged or are engaged with such a tutor (for example, current users or users who have returned to the tutor after a break. New user enrollment can be resumed at the Company's discretion if the reasons for suspension of new user enrollment have been eliminated.

7.3. The rating is formed monthly based on the tutor's indicators (KPI):

Indicator (KPI) of the tutor	Rating category			
	Category «A»	Category «B»	Category «C»	Category «Critical»
<b>Tutor's attendance</b> The ratio of the number of successfully completed classes to the total	98.5% or higher	97% or higher	90% or higher	Below 90%

number of scheduled classes. Classes that are missed or canceled on the tutor's initiative are not considered to have been held. Classes postponed to another time, canceled at the initiative of the user or canceled due to non-payment by the user are not taken into account when calculating the indicator.				
<p><b>Tutor's attendance in the first class</b></p> <p>The ratio of the number of first successfully completed classes to the total number of scheduled first classes. Classes that are missed, canceled or rescheduled on the initiative of the tutor are not considered to be successfully completed. Classes postponed to another time, canceled at the initiative of the user or canceled due to non-payment by the user are not taken into account when calculating the indicator.</p>	100%	100%	Lower than 100% (no more than one transfer and no first classes canceled or missed due to the tutor's fault)	Lower than 100% (more than one transfer or the presence of canceled or missed first classes due to the tutor's fault)
<p><b>LifeTime (LT) of users</b></p> <p>The number of users with the status of crystal or higher, multiplied by the coefficient that is determined by the Company for each specific user status in accordance with clause 7.4. of the Terms.</p>	The TOP 25% of tutors	The TOP 50% of tutors	Lower than 50% of tutors	
<p><b>Number of classes</b></p> <p>Only successfully completed classes are counted.</p>	The TOP 25% of tutors	The TOP 50% of tutors	Successfully completed classes lower than 50% of tutors	
<p>The tutor meets the rating criteria of category «A» if the indicators «Tutor's Attendance» (98.5% and higher) and «Tutor's Attendance in the first class» (100%), «Number of classes» and «LifeTime (LT)» are the TOP 25% of tutors and higher.</p> <p>The tutor meets the rating criteria of category «B» if the indicators «Tutor's Attendance» (97% and higher) and «Tutor's Attendance in the first class» (100%), «Number of classes» or «LifeTime (LT)» are in the TOP 50% of tutors and higher.</p> <p>The tutor meets the rating criteria of category «C» if the indicators «Tutor's Attendance» (90% or higher) and «Tutor's Attendance in the first class » (less than 100% no more than one transfer and the absence of the canceled or missed first classes due to the tutor's fault).</p> <p>The tutor meets the rating criteria of the «Critical» category if the indicators are «Tutor's Attendance» (below 90%) or «Tutor's Attendance in the first class» (below 100% more than one transfer or the presence of the canceled or missed first classes due to the tutor's fault).</p>				

7.4. The LifeTime (LT) of users indicator is calculated for each tutor using the formula:  
 Lifetime (LT) of users = 1N (crystal)+4N (sapphire)+9N (emerald)+16N (ruby)+25N (diamond), where:  
 Number – coefficient,  
 N – the number of users with this status who successfully completed classes in the billing month.

7.5. Quantitative indicators specified in section 7.4. of the Terms are determined and calculated based on the Company's data and methodology.

7.6. The Company may resume the enrollment of new users that was suspended due to the tutor receiving a «Critical» rating, if at the end of the calendar month the tutor meets the criteria of the «A» or «B» rating, and there

are no other grounds for suspending the enrollment of new users. Resuming the enrollment of new users means that the Company can assign the tutor classes with new users. In this case, bonus payments are resumed in accordance with the terms of the Terms.

8. MISCELLANEOUS

8.1. Any quantitative indicators other than those expressly provided for by the Terms are determined and calculated by the Company based on the Company's data and methodology.

8.2. The Terms are confidential and are not subject to disclosure by the tutor, except as required by applicable legislation. If the tutor discloses the Terms, the tutor shall refund the company's damages in full.