

## INDEPENDENT CONTRACTOR AGREEMENT FOR TUTORING SERVICES

THIS AGREEMENT is made and entered into by and between DR SHIP TUTORING (the company) and \_\_\_\_\_, an individual ("Contractor/Tutor"), and contains the following mutual representations, covenants, and agreements:

### ARTICLE I. RECITALS

1.01. Dr Ship Tutoring acts as agent on behalf of the Tutor ("Tutor") and will introduce the Tutor to the Student ("Student"). It is the Tutor's responsibility to ensure that tutoring services are provided to the Student. The following terms and conditions (the "Terms and Conditions") govern the relationship and dealings between Dr Ship Tutoring and the Tutor, and between the Tutor and any student to which the Tutor provides tutoring services (in each case, a "Student") or any contact nominated by the Student to act on their behalf ("Named Contact"). The Conditions are applicable when the Tutor accepts or conditionally accepts a student by email, telephone, written agreement, or on the Dr Ship Tutoring website at [www.chemistrytutoringbelgium.com](http://www.chemistrytutoringbelgium.com) (the "Website"), such acceptance resulting in Dr Ship Tutoring sending an introduction to the Tutor with the Student's contact details.

It is important to note that as a selling agent, Dr Ship Tutoring provide our own pricing structure which results in the best outcome for both Student and Tutor. Dr Ship Tutoring will only introduce Tutors to Students when Dr Ship Tutoring consider that the Tutor will deliver services to the requisite standard.

Dr Ship Tutoring is in the business of providing tutoring services to students. Dr Ship Tutoring in the operation of its business, desires to subcontract such tutoring services incident to the operation of the business. Tutor agrees to provide the services specified in this Agreement under the terms and for the prices as stated herein.

### ARTICLE II. SERVICES AND PAYMENTS

2.01 The Tutor's Commitment to the Student

i) The Tutor agrees to attempt to contact the Student via e-mail within 24 hours of the Student's contact details being provided to the Tutor by Dr Ship Tutoring. This initial attempt to contact the student [the "Introductory Email"] must adhere to the conditions determining the content of, and recipients to, the email outlined by Dr Ship Tutoring as well as providing the contact information of the Tutor.

The Tutor must contact Dr Ship Tutoring if they have been unable to enter into correspondence with the Student following a period of 7 days after Dr Ship Tutoring provided the Tutor with the Student's contact details, notifying Dr Ship Tutoring that they have not received a response from the Student or any other contact outlined by Dr Ship Tutoring on the Student's behalf.

ii) Upon confirmation of a tutoring placement, the Tutor is entering into a separate contract between the Tutor and the Student (or where relevant, their Parent, or Named Contract), where Dr Ship Tutoring acts as agent on behalf of the Tutor. Dr Ship Tutoring is solely responsible for introducing the Tutor and the Student, and is not responsible for the details of any contract between the Tutor and the Student.

iiia) If the Tutor is for any reason unable to hold a Lesson with the Student for a period of 7 days or more (the "Period of Absence"), the Tutor shall inform the Student and/or their Named Contact of their unavailability as soon as practicably possible. In the case of planned absence, this notice should be given at least 7 days prior to commencement of the Period of Absence, including Dr Ship Tutoring in such correspondence.

(b) The Tutor shall inform the Student or the Named Contact and Dr Ship Tutoring how long the Tutor expects the Period of Absence to last, and shall direct the Student to Dr Ship Tutoring with a view to arranging for potential alternative tutor from Dr Ship Tutoring during the Period of Absence.

iv) If the Tutor considers that the conduct or behaviour of the Student or Named Contact reasonably entitles the Tutor to end their agreement with said Student, the Tutor must email Dr Ship Tutoring informing them of this decision.

Conduct or behaviour of the Student or Named Contact that may reasonably entitle the Tutor to breach or disregard this Section A shall include, but not be limited to, a failure by the Student or Named Contact to contact the Tutor or to respond to attempts by the Tutor to contact him/her over an extended period of time, a failure by the Student or Named Contact to provide adequate working conditions in which the Lessons can take place, and abusive or discriminatory behaviour.

v) Dr Ship Tutoring shall use reasonable endeavours to send the Student's contact details to the Tutor within 7 days of the Tutor agreeing to take on the Student.

vi) Once the Tutor has commenced Lessons with the Student, the Tutor agrees that all future Lessons that take place between the Tutor and the Student shall be processed through Dr Ship Tutoring and that the Tutor will inform Dr Ship Tutoring of the date, time and length of such Lessons every 2 weeks via email or via Dr Ship Tutoring website when a logging-in portal becomes available. The tutor agrees to register these lessons on the Portal within 7 days of the lesson taking place, within 7 days of the Lesson having taken place, and before the end of the calendar month in which the lesson took place. It is the Tutor's responsibility to ensure the accuracy of all information included in the Lesson booking, based on agreement with Dr Ship Tutoring by e-mail or phone correspondence regarding rates. The Tutor shall endeavour to book lessons in advance of them taking place, and will then 'complete' them on the same day that they have taken place. Failure to do so may lead to reduced fees paid.

## 2.02 The Tutor's Commitment to Dr Ship Tutoring

i) The Tutor will be responsible for providing one-on-one tutoring instruction on the dates and times scheduled between the student/parents and the tutor. The Tutor agrees to provide his or her own transportation to and from the tutoring location and **timely arrive at all scheduled appointments and finish on the agreed allocated time. Tutor is advised to finish the tutoring on time because any extra time will be at the expense of the Tutor.** The Tutor agrees that he or she shall be solely responsible for acquiring, and shall acquire, all necessary equipment and supplies necessary or desirable to prepare and perform the services to be performed under this agreement. Further, the Tutor shall respond to all inquiries of customers of Contractor to the best of his or her ability.

- ii) It is the Tutor's responsibility to ensure that they receive all emails sent to them by Dr Ship Tutoring from any email address associated with Dr Ship Tutoring, including email addresses.
- iiia) If, in the reasonable judgment of Dr Ship Tutoring, there are grounds for a potential conflict with the performance of the Tutor's obligations under this Agreement, then Dr Ship Tutoring may terminate the Agreement immediately upon written notice (e.g emails) to the Tutor; such termination of the Agreement shall be effective upon the dispatch of such notice by DR Ship Tutoring.
- (b) Upon termination of the Agreement, the Tutor must cease contact with any Student whom they have contacted as a result of their Introduction as a Tutor through Dr Ship Tutoring, or any Student they have knowledge of who is a Client of Dr Ship Tutoring, for a period of 12 months. The Tutor must not communicate with any Student who approaches them unsolicited after the termination of the Agreement.
- iv) The Tutor shall explain to Dr Ship Tutoring by email how they have agreed to arrange future Lessons with the Student within 7 days of the arrangement.
- v) If the Student informs the Tutor that he/she wants to discontinue Lessons, or if the Tutor suspects that the Student wants to discontinue Lessons, the Tutor shall inform DR Ship Tutoring within 48 hours of the Tutor becoming aware of such fact or suspicion.
- vi) If Dr Ship Tutoring either emails or requests via the online portal an update from the Tutor relating to the Student ("Feedback", or "Update"), the Tutor shall, within 7 days, provide such an update, either by replying to the email or by providing an update using the system available on the Portal.
- vii) In the event that the Student puts the Tutor in contact with a third party who wishes to undertake Lessons with the Tutor (for the purposes of this Agreement a "New Student") the Tutor must inform Dr Ship Tutoring of the existence of the New Student within 7 days. If the Tutor agrees to provide Lessons to the New Student, these Terms and Conditions shall apply to the Tutor's dealings with that New Student as they apply to the Tutor's dealings with the Student. All tutoring work that the Tutor obtains through referrals by existing Clients of Dr Ship Tutoring must be reported immediately by the Tutor to Dr Ship Tutoring.

### 2.03. Location of Services

Tutor will provide tutoring services at the student's home or other specified location as instructed by the company.

### 2.04. Payment for Services

i) The Tutor will not be paid directly by the Client. Dr Ship Tutoring will send an invoice to the Client, on behalf of and as agent for you (the Tutor). For the tutor services, DR Ship Tutoring agrees to pay tutor EUR \_\_\_\_\_ per hour spent tutoring students. Dr Ship Tutoring agrees to pay for tutor's services at the end of each month; unless a different agreement is made between the tutor and Dr Ship Tutoring. Payments to tutors will only be made after the tutor has submitted a completed log form with details of the no of hours tutored and signed by the student. **NO cash payments** should be made between the

tutor and the students/parents. Any financial queries from students should be re-directed to Dr Ship Tutoring.

- ii) If the Tutor wishes to dispute their Balance amount or make a payment request then the Tutor shall do so via email or the online portal.
- iii) If the Student or Parent is dissatisfied with the first lesson with the Tutor - given reasonable cause - the Tutor will not be remunerated for the first hour of the lesson. Dr Ship Tutoring will make every effort to ensure that there are just grounds for concerns from the Student or Named Contact before reaching this conclusion.
- iv) Group Lessons: The tutor's hourly rate will increase by an amount agreed by both the tutor & Dr Ship Tutoring for small group tutoring. For group lessons, there must be at least 2 students present for the tutoring session.

#### 2.05. Time Devoted to Services

In the performance by tutor of services for the benefit of Dr Ship Tutoring, the services themselves and the hours the tutor is to work on any given day will be entirely within the control of the tutor, and Dr Ship Tutoring will rely upon tutor to devote sufficient time as may be reasonably necessary to fulfill the spirit and purpose of this agreement.

#### 2.06 Lesson Cancellation

- i) If the Tutor cancels a Lesson that has been arranged with the Student with less than 24 hours' notice for any reason other than an accident, illness or emergency, then the Student will be entitled to have the following Lesson, which may be up to the same duration as the Lesson that has been cancelled, at fifty percent of the lesson fee, unless the Student has agreed with the Tutor to forego this right.
- ii) The Student shall be entitled to cancel or amend a Lesson that has been arranged with the Tutor without incurring a fee, where at least 24 hours' notice of such cancellation or amendment is given to the Tutor. A Lesson cancelled within 24 hours of the agreed date and time for the Lesson will incur the full fee of the booked Lesson.

### **ARTICLE III. DURATION, CANCELLATION, AND CONTINUATION**

#### 3.01 Duration and Termination

This agreement shall run for one (1) year from the date hereof. If no written notice of termination is provided by either party to the other at such party's notice address (or by email) a thirty (30) days prior to the scheduled termination of this agreement, it is agreed that this agreement will be renewed automatically for further successive terms of one year, until such written notice of termination is provided, upon the same terms and conditions or such terms and conditions as may be agreed to in writing by the parties hereto.

#### Prior Termination

3.02. **If, in Company's sole judgment**, the tutor breaches any covenant of this agreement Company shall have the right to terminate this agreement immediately, or pursue any other remedy or course of action it may deem appropriate.

3.03. **Dr Ship Tutoring reserves the right to terminate the tutor's contract at any time without any justifications via email communication or other forms in writing/messaging.**

#### **ARTICLE IV. STATUS OF THE TUTOR**

Independent Contractor

4.01. This agreement calls for the performance of the services of the tutor as an independent contractor and the tutor will not be considered an employee of Company for any purpose.

#### **ARTICLE V. CONFIDENTIAL INFORMATION; COVENANT NOT TO COMPETE**

5.01. The Company possesses secret and confidential information and equipment, techniques, processes, procedures, technical data and information, and customer and client lists used or intended for utilization in its operations of which the tutor has obtained or may obtain knowledge and Company would suffer serious harm if this confidential information were disclosed or if the tutor used this information to compete against Company.

5.02. Covenants Not to Compete. The tutor agrees as follows:

*i) Tutor expressly covenants that for a period of 24 months following the signing of this agreement, or his/her employment, for any reason, he/she will not directly or indirectly own, manage, operate or be connected with the ownership, management, operation or control of, consult with, or be an employee for any business offering tutoring services to customers or clients of the Company. **Strictly no discussion about fees matters and about this agreement will be allowed between the tutor and the student/parent without the knowledge and permission from the Company.***

*ii) Non-Disclosure of Terms. Ancillary to the agreement for confidentiality, tutor agrees to keep all terms of the tutor's Agreement and this agreement, including but not limited to information about tutor's compensation, and will not disclose any such information to any third party, specifically including any other independent contractors in a similar relationship with the Company, and any customers or clients of Company.*

iii) Purpose of Covenant Not To Compete. Company and Contractor agree and acknowledge that the above Covenant Not to Compete is entered into for the purpose of protecting Company's trade secrets from dissemination and thereby causing harm to Company's business through unfair competition.

iv) Further Consideration for Covenant Not To Compete. As further consideration for the above covenant not to compete, Company is providing tutor with certain trade secrets of Company, consisting of price sheets, customer lists, and vendor lists, contemporaneously with the signing of this agreement. Tutor acknowledges receipt of such trade secrets, and agrees that such information is sufficient consideration for her covenant not to compete.

v) Tutor has and will require special training, enhancement of skills and knowledge at Company's expense, which could be subsequently used to the detriment of Company, tutor expressly covenants that for a period of two (2) years following the termination of this agreement, or his/her employment, for any reason, she will not directly or indirectly own, manage, operate or be connected with the ownership, management, operation or control of, consult with, or be an employee for any business offering tutoring services to customers or clients of the Company in Belgium.

vi) Tutor acknowledges and agrees that he or she has carefully read and considered the provisions given in this agreement and having done so, agrees that the restrictions set forth in these paragraphs including, but not limited to, the time period of restriction and geographical area of restriction are fair and reasonable and/or reasonably necessary and required for the protection of the interests of Company.

vii) Acceptance of a Student's contact information will be taken to represent agreement to these Terms & Conditions.

viii) The Tutor is expected to make reasonable efforts to check any changes to the Terms & Conditions regularly, available at all times on the website or via email request.

#### Competent work

6.01. All work will be done in a competent fashion in accordance with applicable standards of the profession and all services are subject to final approval by Company prior to Company's payment.

#### Likeness and Identity of Tutor

6.02. Tutor specifically grants Company the right and license to use the tutor's name and background information for advertising, marketing, and public relations purposes.

#### Representations and Warranties

6.03. Tutor shall make no representations, warranties, or commitments binding Company without Company's prior written consent.

#### Indemnification and Release

6.04. Tutor agrees to indemnify and hold harmless Company from any liability from and against any damages, claims, and expenses arising out of or resulting from work conducted by the tutor. Tutor agrees to cooperate in all actions and procedures for the avoidance of and defense of any such claims.

The tutor agrees to bear all risks and liability associated with performing his or her duties under this agreement, including but not limited to those resulting from the interaction between the tutor and Company's student customers and clients. Tutor agrees and acknowledges that the customers and clients referred to the tutor by the Company are unfamiliar individuals whose backgrounds have not been checked by the Company, and retains the right and obligation to accept or reject any tutoring opportunity presented in his or her sole judgment and discretion. Tutor further agrees to release and forever hold Company harmless from any liability, whether direct, consequential, contingent, or

otherwise, for any injury or harm occurring which Contractor is performing any duties for Company under this agreement.

#### Notices

6.05. Any and all notices required or permitted to be given under this agreement will be

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sufficient if furnished in writing and sent by email/mail to the tutor's last known residence, in the case of notice to the Contractor, or to Company's address (or via email), in the case of notice to Company.

#### Licenses, Taxes, and Fees

7.01. Tutor agrees to pay all income, sales, use, and property taxes, and all fees, licenses, and assessments imposed by any governmental authority required to be paid by either tutor or Company as a result of the services to be provided under this agreement.

The parties hereto have executed this agreement in Belgium, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

#### DR SHIP TUTORING, FOUNDER

\_\_\_\_\_

By: DR SHIP CHEE PENG

Email: [cheepeng.ship@drshiptutoring.com](mailto:cheepeng.ship@drshiptutoring.com)

#### TUTOR

\_\_\_\_\_

Print name:

Notice Address:

Email address:

Tel no: