

## INDEPENDENT CONTRACTOR AGREEMENT

This independent contractor agreement (“Agreement”) is entered into between Prima Application Software Incorporated d/b/a Prima Tutor Connect d/b/a Prima (“Prima,” the “Company,” “we,” “our,” or “us”) and you as Independent Contractor (“Contractor,” “You,” “you,” “your”). Contractors are any individuals that are seeking to access Prima’s platform (“Platform”) located at <https://www.primatutorconnect.com> (“Site”), used here sometimes as Platform and/or Site (“Platform/Site”) and sometimes only as Site (“Site”) and sometimes only as Platform (“Platform”) so as to market and make available their services to customers and users of the Platform. As a condition of accessing the Platform, You agree to comply with the terms of this Agreement, Terms of Use and Privacy Policy, Tutor Operational Policy, and other Prima policies that Prima may require (“Ancillary Documents”).

### ARTICLE 1. TERM OF CONTRACT

This Agreement will become effective when You sign the Agreement and will terminate as per the termination provisions provided for in Article 5.

### ARTICLE 2. INDEPENDENT CONTRACTOR STATUS

The Parties agree that this Agreement does not constitute a hiring by either Party. Nothing in this Agreement will in any way be construed to constitute Contractor as an agent, employee or representative of Company. It is the Parties’ intention that Contractor shall have an independent contractor status and not be an employee for any purpose, including, but not limited to, the application of the Federal Insurance Contribution Act, the Social Security Act, the Employee Retirement and Income Security Act, the Federal Unemployment Tax Act, and the provisions of the Internal Revenue Code, the State Revenue and Taxation Code relating to income tax withholding at the source of income, the Workers’ Compensation Insurance Code, 401(k) and other benefit payments, and third-party liability claims. For purposes of this Agreement, the term Contractor shall include all Contractor’s employees, contract personnel, representatives, successors, and assigns. This Agreement shall not be considered or construed to be a partnership or joint venture, and Company shall not be liable for any obligations incurred by Contractor. Contractor shall not bind Company in any manner, unless specifically authorized to do so in writing.

#### No Guarantee or Reliance

**You, as tutor/contractor, understand and agree that there are no guarantees and Prima does not guarantee that you will find student(s) or book lessons on the Platform. You understand and agree that we make no representations or warranty as to the availability of any particular instruction, type of student, lessons, students, outcome, results, or specific quality of instruction available through the Platform. You understand and agree that any content or description of student’s profile, communication(s), or description of classes or other matters related to student are provided by student users, and we are not responsible for the accuracy, completeness or any other aspects of such descriptions or information. Your sign-up on the Platform does not create any guarantee of you finding students, and it is students’ choice whether to sign-up with you for tutoring and classes. As a tutor, you specifically represent and warrant that your profile information, subject matter and course description or other information that you provide about yourself and the tutoring services that you provide are accurate and complete; such information is your sole responsibility.**

### **Control or Direction in Performing Services**

The Parties agree that the relationship between the Company and the Contractor shall be one of a Referral agency and Service provider for tutoring services as described by California Labor Code Section 2777.

Contractor will determine exactly how, when, and where the work will be performed. Prima exercises no control or direction in connection with the manner and means of the performance of Contractor's services.

Contractor agrees and understands that he or she is an independent contractor. Neither Contractor nor its employees or contract personnel will be considered Prima's employees. As an independent contractor, Contractor understands and agrees with the following statements, and as further detailed in this Agreement:

- Contractor is free from the control and direction of Prima in connection with the performance of the work, both under the contract for the performance of work and in fact.
- The Contractor, not Prima, has the right to control the manner and means of accomplishing the result desired.
- Contractor is customarily engaged, or was previously engaged, in an independently established trade, occupation or business of the same nature as, or related to, that involved in the work performed, i.e. Contractor is an independent tutor seeking to use to Platform to connect to student clientele and provide services to the student clientele, and Contractor is free to perform services for others during the terms of this Agreement. Neither Contractor nor its personnel are required to give any, let alone all or, a large part, of their time or resources to Prima.
- If Contractor's work is being performed in any jurisdiction that requires them to have a business license or business tax registration in order to provide tutoring services, Contractor shall certify to Prima that they have the required business license or business tax registration.
- If Contractor's work requires an applicable professional license, permit, certification, or registration of any kind, the Contractor shall certify to Prima that they have the appropriate license, permit, certification, or registration.
- Contractor is free to deliver services under this Agreement and on the Platform under the Contractor's name and is not required to deliver services under Prima's name.
- Contractor is free to set their own hours and terms of work and can negotiate its hours and terms of work directly with the student with whom they have connected on the Platform.
- Contractor is free to set their own rates without deduction by the referral agency.
- Contractor shall provide and or purchase their own tools and supplies to perform their tutoring services.
- Contractor is free to accept or reject clients and contracts without being penalized by Prima. This paragraph does not apply if Contractor accepts a client or contract and then fails to fulfill any of its contractual obligations as specified in this Agreement, Terms of Use and Privacy Policy, and Tutor Operational Policy.
- Contractor is free to perform services under this contract at any time and location they choose and in independent consultation with their students with whom they have connected on the Platform.

- “Tutor” as used herein means a person who develops and teaches their own curriculum, teaches curriculum that is proprietarily and privately developed, or provides private instruction or supplemental academic enrichment services by using their own teaching methodology or techniques. A “tutor” does not include an individual who contracts with a local education agency or private school through a referral agency or purposes of teaching students of a public or private school in a classroom setting.

#### **Business Licenses and Permits**

Contractor represents that it and its employees and subcontractors will comply with all federal and state laws requiring licenses and business permits required to provide the services to be performed under this Agreement, and to the extent such licenses are required that Contractor shall certify to Prima that they maintain such licenses.

#### **Contractor’s Employees or Subcontractors**

Contractor has the right to hire subcontractors or use employees, neither of which will be considered Prima’s employees. Prima may not control, direct, or supervise Contractor’s employees or subcontractors in the performance of those services.

#### **Training**

Contractor warrants that it, and its employees and subcontractors, if any, have the professional skills necessary to perform the services required by this Agreement. Prima will not train Contractor or Contractor’s employees or subcontractors to perform any of the services required by this Agreement.

#### **Residence**

Contractor represents and warrants that they and their employees and subcontractors, if applicable, are resident in the United States of America and shall perform all services under this Agreement within the United States of America.

### **ARTICLE 3. COMPENSATION**

#### **Payment**

Contractor agrees and understands that Contractor will be paid for its services by students to whom Contractor connects through the Platform. Prima serves to connect Contractor Tutors to the students and then is merely facilitating the payment from student to Contractor. Contractor will be compensated for each lesson according to the amount Contractor has approved for posting in Tutor’s profile before the lesson has taken place.

You understand and agree to provide your banking information and other information to Stripe, our third-party vendor, and understand and agree to be paid by Stripe using the information provided to Stripe, and that your bank may charge fees that are your responsibility. It is your responsibility to maintain the bank account information with Stripe accurate, and failure to do so may result in you not being paid.

You understand and agree that your profile will not be active until you complete and pass a candidate background screening administered by a vendor retained by Prima, and access Stripe Connect to enter all accurate banking and other information needed on Stripe.

Contractor understands and agrees that the compensation will take place according to the terms described in the Tutor Operational Policy and agrees to the content of such Policy. Contractor agrees that Prima can modify the provisions of the Terms of Use, Privacy Policy, and/or Tutor Operational

Policy at any time without Contractor's consent, and Contractor agrees to be bound by the new provisions upon receipt of notification to be sent to Contractor via e-mail address on file. Prima's duty to notify Contractor of such changes is met when notification is sent to Contractor via e-mail address on file. It is Contractor's responsibility to update his or her e-mail address with Prima.

### **Candidate Fees Payment**

You understand and agree with various statements provided on the Platform/Site, including but not limited to the following statement (or reasonable equivalent) that is being provided on the Platform/Site and/or via Payment Terms for Tutors:

Being the authorized cardholder or a Corporate Officer, by signing below I understand and agree to pay, and specifically authorize Prima Application Software Incorporated, d/b/a Prima, or d/b/a Prima Tutor Connect to charge my debit card, bank account, credit card, or other method of payment provided (your "Payment Method") for the amount due. I further understand and agree that in the event my Payment Method changes, becomes invalid or the payment is unsuccessful, I will provide a new valid Payment Method upon request, to be charged for the payment of any outstanding balance. In case there is a balance on my account, I hereby authorize Prima Application Software Incorporated d/b/a Prima d/b/a Prima Tutor Connect to charge the Payment Method on file and continue to do so until balance is paid in full. In case of a payment being rejected for Non-Sufficient Funds or for any other reasons, I understand that Prima Application Software Incorporated d/b/a Prima d/b/a Prima Tutor Connect may attempt to process the charge again through the Payment Method or any other method until balance is paid in full. I further understand and agree to pay for the candidate background screening fees, processing fees, administrative fees, and other fees assessed, as well as for all charges associated with the candidate background screening process as assessed, which is a prerequisite to my access to the Platform, and I understand and agree that my Payment Method will be charged automatically and on a recurrent/recurring basis for the candidate background screening fees, processing fees, administrative fees, and other fees assessed. I understand and agree that the candidate background screening fees, processing fees, administrative fees, and other fees assessed are automatically charged using the Payment Method and are non-refundable.

You agree to pay for all charges associated with the candidate background screening process, which is a prerequisite to having access to the Platform. Further, you agree to pay for administrative fees, processing fees, and any other fees assessed. You understand and agree that you must authorize and understand and agree to be charged automatically for all fees. You understand and agree to be automatically charged using the Payment Method for the candidate background screening fees, and other fees in connection with the candidate background screening process each time the candidate background screening is being requested by Prima. You understand and agree to be automatically charged and on a recurrent/recurring basis using the Payment Method for the candidate background screening fees, processing fees, administrative fees, and other fees assessed by Prima and that all such fees are non-refundable.

## **ARTICLE 4. CONTRACTOR'S OBLIGATIONS**

### **General Obligations**

Contractor agrees to access Prima's Platform for purposes of advertising their profile and services so that student users on the Platform can search for and potentially retain Contractor's services. Contractor agrees to use the Platform only for purposes of marketing and making available their tutoring services and Contractor agrees that he or she shall not advertise or offer other goods and services for other purposes including commercial, personal, etc. other than tutoring services.

Contractor agrees and understands that Contractor will not provide services to Prima but rather to the student users of the Platform, and that Contractor will be compensated by the student for lessons. The details of this arrangement shall be subject to the terms of this Agreement, Terms of Use, and other Prima policies, including the Tutor Operational Policy and Student Operational Policy.

You agree to the following, and the failure to do so shall constitute breach of this Agreement and immediate termination of this Agreement and your access to the Platform. At all times you agree to:

- follow the obligations listed here as well as the Ancillary Documents none of which shall be interpreted to control the manner and means of the delivery of tutoring services to students with whom Contractor connects via use of the Platform;
- schedule all lessons with students with whom you connected on the Platform via the scheduling tools on the Platform/Site;
- access the Platform/Site solely for purposes of connecting with students for tutoring services and not to solicit students for services outside of the Platform;
- not access the Platform/Site for purposes of using Prima proprietary or confidential information in soliciting Prima's employees, students, or other Contractors using the Platform;
- access the site solely for purposes of taking advantage of the features provided by the Platform/Site in connecting Contractor to Students and providing a more enriching tutor/student experience;
- not advertise goods or services for any commercial, personal, or other purposes on the Platform other than your tutoring services.

#### **Candidate Background Screening Process**

You understand and agree to submit your personal information to a vendor retained by Prima for purposes of conducting candidate background screening (also known as "background check") before your profile with Prima's Platform is active and thereafter at any time at the request of Prima in order to maintain your access to the Platform. You agree to pay for all costs and fees associated with the candidate background screening process, and to pay for any administrative fee. It is common or possible that upon completion of the background screening process that there may be additional fees required such as county search fees and other fees, and you agree for these fees to be charged using the method of payment provided. You also agree to pay for any processing fees, administrative fees and other fees as assessed, and that such fees are non-refundable.

You understand and agree that your submission of your personal information for purposes of conducting a screening of your background does not guarantee approval of your profile on the Prima Platform, or use of Platform/Site. You further understand and agree that Prima will assess the results of the background screening process or report in order to determine if there is any conflict or potential conflict between Prima's objectives, policies, and other factors and the results of your background screening report. You understand and agree that Prima reserves the absolute right to refuse access to the Platform and/or Site of anyone at any time and at its discretion.

#### **Tools, Materials, and Equipment**

Contractor will supply all tools, materials, supplies, and equipment required to perform the services under this Agreement. Contractor will be responsible for all expenses incurred in performing services under this Agreement.

### **Workers' Compensation**

Contractor agrees to provide workers' compensation insurance, as required by law, for Contractor and Contractor's employees. Contractor understands and agrees that Prima will not obtain workers' compensation insurance on behalf of Contractor or its employees, and Contractor is fully responsible for all its insurance and other obligations.

### **State and Federal Taxes**

Contractor will:

- Pay all taxes required while performing under this Agreement, including: Social Security and Medicare taxes, as applicable.
- Make federal or state unemployment compensation contributions.
- Make state disability contributions.

Contractor is responsible for paying when due all income taxes, including estimated taxes, incurred as a result of the compensation paid by Prima to Contractor for services under this Agreement. On request, Contractor agrees to indemnify Prima for any claims, costs, losses, fees, penalties, interest, or damages suffered by Prima resulting from Contractor's failure to comply with this provision.

Prima will not:

- Withhold Social Security and Medicare taxes from Contractor's payments or make those payment on Contractor's behalf.
- Make federal or state unemployment compensation contributions on Contractor's behalf.
- Make state disability contributions on Contractor's behalf.
- Withhold federal or state income tax from Contractor's payments.

### **Fringe Benefits**

Contractor understands that neither Contractor, not its employees or subcontractors are eligible to participate in any employee pension, health, paid time off, or other fringe benefit that Prima provides for its employees.

### **Insurance, Including Liability Insurance**

Contractor will maintain a comprehensive or commercial general liability coverage in the minimum amount of \$ 1,000,000.00, combined single limit per occurrence for bodily injury, property damage, and contractual liability. Prima will not provide insurance of any kind for Contractor or its employees or subcontractors.

### **Indemnification**

Contractor agrees to indemnify and hold harmless the Company and its directors, officers and employees from and against all taxes, losses, damages, liabilities, costs and expenses, including attorneys' fees and other legal expenses, arising directly or indirectly from or in connection with (i) any negligent, reckless or intentionally wrongful act of Contractor or Contractor's assistants, employees or agents, (ii) a determination by a court or agency that the Contractor or any of Contractor's assistants, employees or agents is not an independent contractor with respect to the Company, (iii) any breach by the Contractor or Contractor's assistants, employees or agents of any of the covenants contained in this Agreement, (iv) any failure of Contractor to perform the Services in accordance with all applicable laws, rules and regulations, or (v) any violation or claimed violation of a

third party's rights resulting in whole or in part from the Company's use of the work product of Contractor under this Agreement.

### **Contractor's Qualifications**

Contractor has complete and sole discretion in the manner and means by which it performs the work under this agreement. As part of that independence, Contractor represents that he or she has the qualifications and skills necessary to perform the services under this Agreement in a competent, professional manner, as an independent tutor without Prima's advice or direction. This means Contractor is able to perform services under this agreement to provide high quality tutoring services to students with whom Contractor connects on the Platform.

## **ARTICLE 5. TERMINATION OF AGREEMENT**

### **Termination**

Contractor access to the Platform shall be terminated under the provisions of this Agreement. Contractor may terminate this Agreement at any time upon submitting a request in writing to Prima at [admin@primatutorconnect.com](mailto:admin@primatutorconnect.com), or via the Prima Platform if otherwise available. Contractor agrees to be responsible for any outstanding fees subsequent to termination. Prima may terminate Contractor's use of the Platform and this Agreement at any time, with or without notice, for any reason. If you do not agree to be bound by any of these terms of this Agreement or other policies, conditions, or guidelines as set forth in the Ancillary Documents, you must immediately discontinue use of the Platform and Site.

Upon the termination of this Agreement, all of your license rights under this Agreement shall automatically and immediately cease, and you shall promptly cease all uses of the Platform as a tutor. Upon termination of this Agreement, you understand and agree that you are no longer authorized to access the Platform as a tutor or materials present within the Platform that are available to tutors. The restrictions imposed on you in this Agreement, as well as the disclaimers and limitations of liabilities set forth in this Agreement, shall survive termination, including those applicable terms in Prima's Terms of Use, including the Privacy Policy and your obligations as set forth in the following Article 6.

## **ARTICLE 6. PROPRIETARY RIGHTS**

### **Ownership of Work Product**

Contractor agrees that all copyrightable material, notes, records, drawings, designs, inventions, improvements, developments, discoveries and trade secrets conceived, made or discovered by Contractor, solely or in collaboration with others, during the term of this Agreement which relate in any manner to the business of Company that Contractor undertakes, investigates or experiments with, or which Contractor may become associated with in work, investigation or experimentation in the line of business of Company in performing the Services hereunder (collectively, "Work Product"), are the sole property of Company. Contractor further shall assign (or cause to be assigned) and does hereby assign fully to Company all Work Product and any copyrights, patents, mask work rights or other intellectual property rights relating thereto.

Contractor agrees that if in the course of performing the Services, Contractor incorporates into any Work Product developed hereunder any invention, improvement, development, concept, discovery or other proprietary information owned by Contractor or in which Contractor has an interest, (1) Contractor shall inform Company, in writing before incorporating such invention, improvement, development, concept, discovery or other proprietary information into any Work Product; and (2) Company is hereby granted and shall have a nonexclusive, royalty-free, perpetual, irrevocable,

worldwide license to make, have made, modify, use and sell such item as part of or in connection with such Work Product. Contractor shall not incorporate any invention, improvement, development, concept, discovery or other proprietary information owned by any third party into any Work Product without Company's prior written permission.

### **Confidential Information and Non-Disclosure**

"Confidential Information" means any Company proprietary information, technical data, trade secrets or know-how, including, but not limited to, research, product plans, products, services, customers, customer lists, markets, developments, inventions, processes, formulas, technology, designs, drawings, engineering, configuration information, marketing, finances or other business information disclosed by Company either directly or indirectly in writing, orally or by drawings or inspection of parts or equipment or by any other means.

Contractor shall not, during or subsequent to the term of this Agreement, use Company's Confidential Information for any purpose whatsoever other than the performance of the Services on behalf of Company or disclose Company's Confidential Information to any third party. It is understood that said Confidential Information will remain the sole property of Company. Contractor further shall take all reasonable precautions to prevent any unauthorized disclosure of such Confidential Information including, but not limited to, having each employee of Contractor, if any, with access to any Confidential Information, execute a nondisclosure agreement containing provisions in Company's favor that is no less protective than the confidentiality and other intellectual property provisions of this Agreement. Confidential Information does not include information which: (1) is known to Contractor at the time of disclosure to Contractor by Company, as evidenced by written records of Contractor; (2) has become publicly known and made generally available through no wrongful act of Contractor; or (3) has been rightfully received by Contractor from a third party who is authorized to make such disclosure. Without Company's prior written approval, Contractor shall not directly or indirectly disclose to anyone the existence of this Agreement or the fact that Contractor has this arrangement with Company.

Contractor agrees that Contractor shall not, during the term of this Agreement, improperly use or disclose any proprietary information or trade secrets of any former or current employer or other person or entity with which Contractor has an agreement or duty to keep in confidence information acquired by Contractor, if any, and that Contractor shall not post in any part of the Platform or provide to Company in any way any unpublished document or proprietary information belonging to such employer, person or entity unless consented to in writing by such employer, person or entity. Contractor shall indemnify and hold Company harmless from and against all claims, liabilities, damages and expenses, including reasonable attorneys' fees and costs of suit, arising out of or in connection with any violation or claimed violation of a third party's rights resulting in whole or in part from Company's use of the work product of Contractor under this Agreement.

Contractor recognizes that Company has received and, in the future, will receive from third parties, such as students, their confidential or proprietary information subject to a duty on Company's part to maintain the confidentiality of such information and to use it only for certain limited purposes. Contractor agrees that Contractor owes Company and such third parties, during the term of this Agreement and thereafter, a duty to hold all such confidential or proprietary information in the strictest confidence and not to disclose it to any person, firm or corporation or to use it except as necessary in carrying out the services for Company consistent with Company's agreement with such third party.



Upon the termination of this Agreement, or upon Company's earlier request, Contractor shall deliver to Company all of Company's property or Confidential Information that Contractor may have in Contractor's possession or control.

### **Non-Interference**

During and following the termination of this Agreement, to the fullest extent permissible under applicable law, Contractor agrees not to, directly or indirectly, tortiously interfere with the Company's contractual relationships or prospective economic advantage. This includes the utilization of Prima information gained through use of the Platform (including but not limited to the identity and preferences of students and tutors using the Platform and data and information related to the Platform or Site) to solicit Prima's customers, students, contractors, vendors, employees, or other parties, to engage outside of the Prima Platform or otherwise do harm to Prima's economic advantage and contractual relationships with said students, customers, contractors, vendors, employees, or other parties.

## **ARTICLE 7. GENERAL PROVISIONS**

### **Notices**

Any notices required to be given under this Agreement by either party to the other may be provided by personal delivery in writing or by mail, registered or certified, postage prepaid with return receipt requested. Mailed notices must be addressed to the parties at the addresses appearing in the introductory paragraph of this Agreement, but each party may change the address by giving written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of the day of receipt or the seventh day after mailing whichever occurs first.

### **Entire Agreement of the Parties**

This Agreement supersedes any other agreements, either oral or written, between the parties with respect to the services to be performed under his Agreement. This Agreement contains all of the representations and agreements between the parties with respect to those services. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, not contained in this Agreement. Any modification of this Agreement will be effective only if it is in a writing signed by the party to be charged.

### **Severability**

If any provision of this Agreement and related materials is held, in whole or in part, to be illegal, invalid or unenforceable for any reason, the legality, validity and enforceability of the remaining provisions of this Agreement and related materials or the remainder of that provision and of the Agreement and related materials shall not be affected or impaired thereby; the remainder of that provision and of the Agreement and related materials will be severable and remain in full force and effect, and the parties shall endeavor in good faith negotiations to replace the illegal, invalid or unenforceable provision(s) with valid provision(s) the economic and financial outcome of which comes as close as possible to that of the illegal, invalid or unenforceable provision(s).

### **Payment/s Due Deceased Contractor**

If Contractor dies, any payment/s due Contractor from Prima as of the date of death will be paid to the Contractor's executors, administrators, heirs, personal representatives, successors, and/or assigns.

### **Governing Law and Other Terms.**

By accessing the Platform/Site, or using any of the Prima services, you agree that this Independent Contractor Agreement, Terms of Use and Privacy Policy, including arbitration provisions, other provisions presented within, Tutor Operational Policy, Payment Terms for Tutors, and other policies, conditions, or guidelines, shall be governed by, and interpreted, construed, and enforced in accordance with, the Federal Arbitration Act and federal arbitration law and, to the extent that state law applies to any aspect of the Independent Contractor Agreement, Terms of Use and Privacy Policy, the applicable law will be the laws of the State of California without regard to principle of conflict of laws.

### **Liquidated Damages**

The parties agree that in the event of a breach of this Agreement by Tutor, including any breaches of Article 6 with regard to proprietary rights and/or the improper, it would be impracticable or extremely difficult to fix the actual damage and, therefore, the parties agree to a set figure to address such damage in the amount of liquidated damages and not as a penalty of \$15,000, which represents a reasonable compensation for the loss incurred because of the breach, including as a result of an improper solicitation by Tutor of a student to perform tutoring outside of the Platform.

### **Attorneys' Fees**

If any legal action, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, each party is responsible for its own fees and costs, and is not entitled to recover any attorney fees or other costs.

### **Interpretation**

At all times material hereto, the parties have had the opportunity to consult with legal counsel of their own choosing concerning their rights and obligations pursuant of this Agreement, the form and content of this Agreement, and the advisability of executing this Agreement. No provision of this Agreement may be interpreted for or against any party hereto because that party or its legal representative drafted such provision.

### **No Waiver**

A waiver of any party of any breach of this Agreement shall not be construed to be a waiver of any other breach or part or covenant of this Agreement.

### **Counterparts**

This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, and all of which together shall constitute one and the same Agreement; execution may be by verifiable electronic signature as well as traditional signature, and may be transmitted by facsimile, e-mailed, scanned, or other form of electronic transmission.

### **Non-Assignment/Binding Agreement**

The parties acknowledge that the unique nature of Contractor's services is substantial consideration for the parties' entering into this Agreement. Neither this Agreement nor any rights under this Agreement may be assigned or otherwise transferred by Contractor, in whole or in part, whether voluntarily or by operation of law, without the prior written consent of Company, which consent will not be unreasonably withheld. This Agreement and Contractor's obligations hereunder shall be binding upon the affiliates, agents, assigns, shareholders, partners, successors, and representatives of Contractor and shall inure to the benefit of the affiliates, agents, assigns, shareholders, partners, successors, and representatives of Company, and shall be for the benefit of Company's affiliates, agents, assigns,

shareholders, partners, successors, and representatives. Any assignment in violation of the foregoing will be null and void.

## **ARTICLE 8. DISPUTE RESOLUTION & ARBITRATION**

### **Binding Arbitration and Waiver of Jury Trial.**

You and Prima agree that any legal dispute between You and Prima concerning or arising in any way out of this Agreement, Terms or Use, the Privacy Policy, Tutor Operational Policy, Payment Terms for Tutors, any other policy or statement or communication by Prima, any purchase from Prima, any communications between you and Prima, or your participation in any other program or service provided by Prima, or any use of the Platform/Site shall be resolved through binding individual arbitration and not in court. You may bring any individual claim in small claims court consistent with the jurisdictional and dollar limits that may apply, as long as they are brought and maintained as an individual claim and solely in small claims jurisdictions. The term “dispute” means any dispute, action, claim, or other controversy between you and Prima, whether in contract, warranty, tort, statute, regulation, ordinance, or any other legal or equitable basis. “Dispute” will be given the broadest possible meaning allowable under law. This Arbitration Agreement is under the authority of the Federal Arbitration Act and federal arbitration law.

**YOU UNDERSTAND AND AGREE THAT YOU AND PRIMA ARE WAIVING THE RIGHT TO SUE OR GO TO COURT TO ASSERT OR DEFEND YOUR RIGHTS. IF FOR ANY REASON, A DISPUTE PROCEEDS OR IS BEING ADJUDICATED IN COURT, YOU AND PRIMA BOTH AGREE TO WAIVE ANY RIGHT TO A JURY TRIAL. YOU AND PRIMA UNDERSTAND AND AGREE TO DISMISS THE COURT ACTION AND PROCEED WITH ARBITRATION. YOU AND PRIMA UNDERSTAND AND AGREE THAT THERE IS NO RIGHT TO A JUDGE OR JURY IN ARBITRATION.**

### **WAIVER OF RIGHT TO BRING CLASS ACTION AND REPRESENTATIVE CLAIMS.**

**YOU AND PRIMA UNDERSTAND AND AGREE THAT ANY DISPUTE PROCEEDINGS WILL PROCEED ONLY ON INDIVIDUAL BASIS, AND NOT IN CLASS, JOINT, CONSOLIDATED OR REPRESENTATIVE ACTION OF ANY KIND IN COURT OR ARBITRATION, AND YOU AND PRIMA EACH AGREE TO HEREBY WAIVE THE RIGHT TO A TRIAL BY JURY, TO ASSERT OR PARTICIPATE IN ANY CLASS ACTION LAWSUIT OR CLASS ACTION ARBITRATION, ANY PRIVATE ATTORNEY GENERAL LAWSUIT OR PRIVATE ATTORNEY GENERAL ARBITRATION, AND ANY JOINT, CONSOLIDATED, OR REPRESENTATIVE PROCEEDING. THE ARBITRATOR IS EMPOWERED TO RESOLVE ANY DISPUTE WITH THE SAME REMEDIES AVAILABLE IN COURT, INCLUDING PUBLIC INJUNCTIVE RELIEF. THE ARBITRATOR SHALL FOLLOW THE TERMS OF THIS INDEPENDENT CONTRACTOR AGREEMENT.**

The parties agree that any issue concerning the validity of these terms, including the jury trial or class/representative action waivers must be decided by an arbitrator and not any state or federal court. This Dispute Resolution & Arbitration provision survives the termination of your relationship with Prima, including the end of your participation in any program or service and opt-out of consent for marketing or other agreements with Prima.

**How Arbitration Works.**

Each party—you or Prima—may initiate arbitration by sending to the other a request in writing specifically stating to initiate arbitration. The request in writing to initiate arbitration shall be sent with written confirmation receipt. You may send this request for arbitration to our registered agent Corporation Service Company, 251 Little Falls Drive, Wilmington, DE, 19808. The payment of filing, administrative, and arbitrator’s fees shall be governed by the American Arbitration Association (“AAA”) rules. The arbitration shall be conducted by the AAA pursuant to its Consumer Arbitration Rules (“AAA Rules”), as modified by this Agreement, Terms of Use, Tutor Operational Policy including these arbitration provisions. The AAA Rules are available on the AAA’s website at www.adr.org, or by calling the AAA at (800) 778-7879. The arbitration hearing shall take place in the County of Orange, United States of America, or at another mutually agreed upon location, or by video, telephone, or teleconference based on written submissions if the parties so agree. For individual End-Users, Prima will advance up to US \$5,000 of filing, administrative, and arbitrator’s fees, unless the arbitrator determines that the claims are frivolous and/or filed in bad faith. Each of the parties shall be responsible for their own fees and costs.

**ARTICLE 9. CERTIFICATIONS:**

**You hereby certify that:**

If your work is performed in a jurisdiction that requires You to have a business license or business tax registration in order to provide the services under this Agreement and on the Platform, You hereby certify that you have the required business license or business tax registration.

(A) “Business license” includes a license, tax certificate, fee, or equivalent payment that is required or collected by a local jurisdiction annually, or on some other fixed cycle, as a condition of providing services in the local jurisdiction.


(B) “Local jurisdiction” means a city, county, or city and county, including charter cities.

If the work performed under this Agreement and on the Platform requires You to hold a state contractor’s license pursuant to Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code, You hereby certify that you have the required contractor’s license.

If there is an applicable professional licensure, permit, certification, or registration administered or recognized by the state available for the type of work being performed under this Agreement and on the Platform, You hereby certify that You have the appropriate professional licensure, permit, certification, or registration.

**I acknowledge and certify that I am 18 years of age or older and capable to enter into agreement with Prima Tutor Connect.**

Prima Application Software Incorporated  
d/b/a Prima Tutor Connect d/b/a Prima

2/15/2022  
[signature]   
[printed name] Simina Gentry  
By: President

CONTRACTOR

Contractor’s Signature Page is attached including: Name, Date, and Signature.