
Disrupt Tutoring – Ambassador Agreement

Hey there!

So, you want to be an Ambassador of Pineapple Ventures (Pty) Ltd, trading as Disrupt Tutoring ("we" or "us"), through our Ambassador Programme?

If you're reading this, nicely done. You seem like quite a responsible individual and that's pretty epic (we're impressed already).

Before we get into the contractual details, you will need to be older than 18 to join us as an Ambassador and agree to all of our terms noted down below totally voluntarily. If you move beyond this point, you warrant to us that you are over 18 years of age.

We assume that you are keen to spread the gift of education far and wide, specifically to people who may not have had the opportunity in the past. By entering into this agreement with us you confirm that this assumption is correct.

We hope that you are as passionate about pineapples as we are (oh, and the purpose of our epic platform). We are so proud of it and hope that it goes a long way to bringing the gift of education to as many people possible. With that said, let's get into the stuff our lawyers want you to know (apologies for any of the legalese that we couldn't make epic).

1. What's the point of this document?

- a. This Ambassador Agreement ("Agreement") sets out what we will require from you, and what you can expect from us. It provides all information relating to the Ambassador Programme made available by us. Be sure to read these terms carefully because they form a binding agreement between us and you.
- b. By sending your application to us and acting as an Ambassador contemplated herein, you confirm that you have read, understood, and will adhere to this Agreement.
- c. We'd hate to see you go, but we can ask you to leave at any time, without notice, payment or prejudice to our rights if we think you have done anything that isn't allowed by this Agreement, or if you do anything that we think is harmful to our business, or if you do something under the Ambassador Programme that is harmful to any other party or if we feel that you're not the right fit for our brand. Let's avoid that awkward moment, shall we?

2. What you sell.

- a. Ultimately, you are pretty much selling free education. More specifically, you sell advertising space to potential sponsors who will then fund the free tutoring that can be accessed by anyone and everyone.
- b. There are a couple of options when selling advertising space:
 - i. In-website: This is where sponsors can display their logo, image or video in unmissable spots across our website for a monthly fee.
 - ii. In-video: This is where sponsors can be a part of the learning journey for millions of learners, teachers, tutors and parents worldwide. Their brand will feature strongly in the tutorial video, providing some sensational benefits:
 - 1. Exceptional value
 - 2. Massive reach potential
 - 3. Favourable brand exposure
- c. Prices change now and then at our sole discretion. Prices are set by us only, and cannot be changed by you, without prior written permission being obtained from us. You will be equipped with pricing brochures, so you're kept up to speed with the costs for sponsors.

3. When you earn commission.

- a. This is pretty simple. You earn commission on every completed sale you make, relating to Disrupt Tutoring advertising space. What does "completed sale" mean, you ask? Well, it means that the payment has been made by the sponsor, has arrived into our bank account and the advertisement has been completed and uploaded to our platform.

4. What you get paid.

- a. You get paid 15% of the value of any completed sale made by you. This could be increased from time to time based on your performance and at our sole discretion.
- b. Remember, taxing is not on us, it's on you. You're an independent contractor, so PAYE won't be deducted. Remember you should still declare this with SARS.

5. When you get paid.
 - a. Payments of commission related to completed sales will be made on the last day of each calendar month.
 - b. If we suspect any fraudulent, reckless and/or negligent conduct in relation to any completed sale, we can delay the payment of your commission for up to a period of six (6) calendar months, to investigate and verify the transactions that you are responsible for.
 - c. We have the right to recalculate, void or disqualify any commission due to you in the event that we uncover any fraudulent, deceptive and/or any other unlawful activity.

6. How you get paid.
 - a. Payments will be made in South African Rands only. We will pay you using an electronic fund transfer into a South African bank account nominated by you in writing.
 - b. It's up to you to make sure all the relevant banking details provided are correct. It'll be on you if the payment is delayed because you haven't double checked the digits.

7. Information we need from you (don't worry, we will keep it safe).
 - a. Once your application is approved and you start your journey as a Disrupt Tutoring Ambassador, the information you provide us within the application form will be stored in a well-guarded database.
 - b. We will also require a copy of your ID as well as proof of your banking details.
 - c. Remember no one is forcing you to join the Disrupt Tutoring team, and all information that you provide in the application is done so voluntarily.
 - d. You will also be provided with a personalised Ambassador code, which the sponsor should mention in the reference when they complete the payment.

8. The selling is up to you, leave the marketing to us.

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- a. We already have a pretty epic marketing team and only need your epic sales talents.
 - b. As an Ambassador, you're only allowed to use our logo strictly for the sole purpose of selling advertising space in the context of the Ambassador programme. The logo always belongs to us and will never belong to you and it should not feature in a way that suggests otherwise. The logo should never be tweaked or changed in any way whatsoever and should not be used to produce marketing material that has not been produced and/or approved by us. This right of use will end when you no longer work with us.
 - c. Just to make it clear, you're only allowed to display marketing material provided by Disrupt Tutoring. You shouldn't use our marketing material and/or logo in any way that has not been explicitly approved by us in writing.
 - d. Other than the marketing material provided by us, you are responsible for all other activities relating to completing the sale of advertising space. All of this should be done in a totally professional way, and in line with all applicable laws of the Republic of South Africa.
 9. When you want to go, we'll be sad, but will understand.
 - a. You can leave at any time. Just send us a note at info@disrupt-tutoring.co.za saying goodbye and we will wish you well as you head onto other epic things.
 - b. We're fair, so any commission still owed to you for completed sales at that date will be paid as we've mentioned above.
 10. Sometimes we may need to ask you to leave (awkward, right?).
 - a. Like we said a little earlier, if you do anything that in our view goes against this Agreement or for any actions that we may view as harmful to our epic business, we're able to end your association with Disrupt Tutoring immediately.
 - b. Because we like you, we may choose to discuss our concerns first to see if we can improve the relationship, but we don't have to and can end our relationship immediately (it's not us, it's you).
 - c. If our relationship is ended based on an agreement breach, or any actions that cast shade onto the epic Disrupt Tutoring brand, you

agree to forfeit any potential or unpaid commission <shrug>. Don't say we didn't warn you.

- d. Let's just avoid this awkward ending and leave the relationship as friends.

11. So, where is this going? Let's talk about our relationship.

- a. This isn't a monogamous relationship. We're independent and free to live our own lives, seeing whoever we want to see.
- b. You are an independent contractor. Nothing in this Ambassador Agreement will create any partnership, employment relationship, representative, agency, or joint venture relationship between us. Nothing herein can in any way be seen as providing you with any authority to act on behalf of Disrupt Tutoring.

12. We're not responsible for a few things.

- a. Disrupt Tutoring's Ambassador Programme is offered on an "as is" and "as available" basis and if you decide to join, you're doing so at your own risk.
- b. We don't make any representations or warranties, either expressed or implied, with respect to the Ambassador Programme, or any service or information provided through the Ambassador Programme.
- c. To the maximum extent permitted by applicable laws, we're also not responsible for any harm that befalls you. This includes any damages, injury and/or economic loss that results from the use of our Ambassador Programme. If any part of the Ambassador Programme causes damage and/or inconvenience to you and/or to anyone claiming through you, you take full responsibility and the entire cost is for your account.
- d. You indemnify and hold harmless Disrupt Tutoring, its directors, officers, employees, agents, subsidiaries, and third parties from and against any losses, damages, liabilities, claims, judgments, settlements, fines, costs and expenses (including reasonable related expenses, legal fees, costs of investigation) arising out of or relating to your or any third party's operations or use of the Ambassador Program programme contemplated herein."

13. Disruptors change things. It's just what we do <subtle brag>.

- a. We can change this Agreement whenever we like. But don't worry, we're very reasonable people and will make every effort to make sure the changes don't cause too much of an inconvenience to you or our sponsors. You will also receive an email, sent to the address you provided, with the amended Ambassador Agreement. It's up to you to read and understand the changes and make sure you're able to act in accordance with the updated Agreement.
- b. If you don't like the changes, you can try and convince us not to change, but if we don't budge, you're welcome to end our relationship. Trust us, we will miss you.
- c. If you decide to continue acting as a Disrupt Tutoring Ambassador, then it is up to you to read, understand and totally agree with the updated Agreement, which means our relationship is bound by the updated agreement effective from the date that it is sent to you.

14. We're proudly, legally South African.

- a. This Agreement must be read and understood within the context of South African law. Also, we're not keen on heading to court and we're pretty reasonable individuals, so if you feel something could be improved, you must first contact us so that we can have a chat and see if the issue can be resolved. But if the issue can't be resolved and heading to court is necessary, we both agree that the Magistrate's Court will have jurisdiction.

15. Then there are a few other things that we can't find a clever heading for.

- a. We've already mentioned that you must be over the age of 18 and acting as an Ambassador confirms that.
- b. You also accept and confirm that all actions you take related to participation in our Ambassador Programme is in line with all applicable laws, rules, regulations and other requirements provided by the government at all times. Remember, we're able to end our relationship immediately if we feel that you are not behaving in this way.
- c. During and after our relationship, you promise to never do anything that we think may have the effect of discrediting our reputation, products and/or services, or in any way cast shade over our epic

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- brand, Disrupt Tutoring or Pineapple Ventures (Pty) Ltd, or cause harm (whether it's intentional or not) to anyone associated with our brand.
- d. In the event that you conduct yourself in any manner that will cause harm to us and we choose to institute legal proceedings, you will be liable for all of our legal costs on the attorney and client scale.
 - e. Subject to clause 13 above, this Agreement is the entire agreement regulating the relationship contemplated herein, and takes precedence over any other contracts or understanding between us. Neither of us shall be bound by any other statements and/or representations that are not contained in this agreement.