
Disrupt Tutoring Tutor Agreement

Hey there!

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

If you're reading this, nicely done. You seem like quite the 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 a Tutor 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 through tutoring 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 through tutoring 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?

(1) This Tutor Agreement is here to help you understand exactly what we expect from you, and what you should expect from us. It provides all information relating to the Tutor Programme made available by us. Everything you need to know is written in this Agreement. Be sure to read these carefully, because they form a binding agreement between us and you (the "Tutor").

(2) By sending your application to us and acting as a Tutor, we assume that you have read, understood, and will adhere to this Agreement. You probably also feel like this is the most epic Agreement you have ever read (well, we like to think so at least).

(3) We'd hate to see you go, but we can ask you to leave at any time, without notice or outstanding payment 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 Tutor Programme that is harmful to any other party. Let's avoid that awkward moment, shall we?

2. The application process.

(1) There are three rounds:

- i. you provide some info, submit a document containing relevant expertise and a one-minute introductory video. If successful, you move on to round two.
- ii. we will ask you to complete a trial question. You'll have two submission attempts, and we will provide feedback after the first submission. To be successful, you should be able to deliver a usable video that we can package and upload to YouTube. Should your video be usable, you grant us unreserved permission to package it and upload it to our website – in other words, we will own the video, and you confirm that you are happy with that, and will allow us to use it as we see fit.
- iii. if you get this far, we are happy to welcome you to the Disrupt Tutoring family after a successful culture fit interview.

(2) Importantly, it is totally up to us who we appoint as a Tutor. Throughout the process we will be guided by our best, brightest and slickest criteria, which are:

- i. You've got to be qualified: Proof that you're a subject expert. For pupils and students, 80% plus. Otherwise, convince us.
- ii. You've got to be articulate: Clear communication is everything. Learners rely on you to master the topics keeping them up at night.
- iii. You've got to be expressive: We want to inspire the learner. We want to feel your energy. That depends on your energy. Infectious enthusiasm for the win.
- iv. You've got to be crisp: Less is more. We're looking for careful explanation of content, in the most succinct way.

3. What you do once you're in.

(1) You pretty much provide free education to millions of people through tutoring. More specifically, you record videos, question by question, which you then share with us. We then do all the editing, upload the video to YouTube and then send it to the person who asked the question.

(2) We'd also love you to submit a monthly blog post on something tutoring related, in line with our requirements.

(3) We own the video. You'll get payment and credit for it.

(4) All videos submitted to us (including videos you submit during the interview process) are the property of Disrupt Tutoring and through the editing process, we will include your name as Tutor upfront, in the credits and the YouTube description.

4. The things you need.

(1) You confirm that you have a workable stylus, tablet and appropriate WiFi connection.

5. Submitting videos to us.

(1) We will share a link with you to your own One Drive folder, into which you will upload all videos. We trust you will keep your folder safe. It's for your eyes only - so don't share.

6. When you earn commission / payment.

(1) This is pretty simple. You earn commission / payment for every usable video you make that we asked you to make. What does usable video mean, you ask? Well, it means that you correctly answer the question, remain within the guides on the whiteboard, write clearly and speak crisply, according to the script as provided by us. Audio and visual quality should be epic, in our humble opinion.

- (2) There should also be no inappropriate language, including but not limited to swearing, racism, sexism, or anything other form of prejudicial or hateful speech. Each video you submit will be reviewed and should we find any of the phrasing to be hateful or prejudicial, this will constitute a breach of contract and the Agreement will be terminated with immediate effect. You will also forfeit all unpaid commission / payments.

7. What you get paid.

- (1) You get paid a percentage of the total amount the sponsor paid for the video. This percentage will be set based on your qualifications, experience and how you do while you work with us. Through sound performance over time or relevant experience, this percentage could be increased.
- (2) We could also elect to pay you a fixed amount for a predetermined number of videos / past paper. We have the final say when it comes to the commission structure, percentage or amount we pay you. This will always be agreed upfront, so you never have to worry about this changing.
- (3) Remember, taxing is not on us, it's on you. You're an independent contractor, so PAYE won't be charged. Remember, you should still declare this with SARS.

8. When you get paid.

- (1) Payments will be made on the last day of each calendar month and all unpaid commission that is due will be paid to you.
- (2) If we suspect any suspicious activity has taken place, we can delay the payment of your commission for up to six (6) calendar months, to verify the transactions that you are responsible for.

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- (3) We have the right to recalculate, void or disqualify any commission due to the Tutor if we uncover any fraudulent, deceptive or any other illegal activity.

9. How you get paid.

- (1) Payments will be made in South African Rands only. We will pay you using an electronic fund transfer.
- (2) 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 if you haven't doubled checked the digits.

10. Information we need from you (don't worry, we will keep it safe).

- (1) Once your application is approved and you start your journey as a Disrupt Tutoring Tutor, the information you provide us with during the application process will be stored in a well-guarded database.
- (2) Remember no one is forcing you to join the Disrupt Tutoring team, and all information you provide in the application is all done so voluntarily.

11. When you want to go, we'll be sad, but will understand.

- (1) You can leave at any time. Just send us a note saying goodbye and we will wish you well as you head onto other epic things.
- (2) We're fair, so any commission still owed to you will be paid as we've mentioned above.

12. Sometimes we may need to ask you to leave (awkward, right?).

- (1) Like we said a little earlier, if you do anything that in our view goes against the Tutor 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.

- (2) Because we like you, we may discuss our concerns first and 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).
- (3) If our relationship is ended based on an agreement breach, or any actions that cast shade onto the epic Disrupt Tutoring brand, sadly you will give up any potential or unpaid commission <shrug>. Don't say we didn't warn you.
- (4) Let's just avoid this awkward ending and leave the relationship as friends.

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

- (1) This isn't a monogamous relationship. We're independent and free to live our own lives, seeing whoever we want to see. Our lawyers have said to mention that:
- (2) Disrupt Tutoring and the Tutor are independent contractors. Nothing in this Tutor Agreement will create any partnership, employment, representative, agency, or joint venture relationship between the parties. The Tutor has no authority to act on Disrupt Tutoring's behalf.

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

- (1) Disrupt Tutoring's Tutor Programme is offered on an "as is" and "as available" basis and if decide to join, you're doing that at your own risk.
- (2) We don't make any representations or warranties, either expressed or implied, with respect to the Tutor Programme, or any service or information provided through the Tutor Programme.

(3) We're also not responsible for any harm that befalls you (not that we won't be sad for you). This includes any damages, injury or economic loss that results from the use of our Tutor Programme. If any part of the Tutor Programme causes damage or inconvenience to the Tutor or anyone claiming through the Tutor, you take full responsibility and the entire cost is for your account.

(4) The Tutor will 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 the Tutor's or any third party's operations or use of the Tutor Program.

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

(1) We can change this Agreement whenever we like. But don't worry, we're reasonable 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 For Payment Tutor Agreement. It's up to you to read them, to make sure you are able to act in line with the updated Agreement.

(2) If you don't like the changes, you can try and convince us, but if we don't budge, you're welcome to end our relationship. Trust us, we will miss you. If you decide to continue acting as a Disrupt Tutoring Tutor, then we will assume you have read, understand and totally agree with the updated Agreement, which means our relationship is bound by the update agreement.

16. We're proudly, legally South African.

(1) Read all the Tutor Agreement with South African law in mind. Also, we're not keen on heading to court and we're pretty reasonable individuals, so if you feel something could be improved, contact us

and we can have a chat. But if it's absolutely necessary, the Magistrate's Court will have jurisdiction.

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

- (1) We've already mentioned that by reading, understanding and accepting this Agreement and by submitting your application, you confirm that you are over 18.
- (2) You also accept and confirm that all actions you take related to participation in our Tutor 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 if we feel that you are not behaving in this way.
- (3) This Agreement, read with any changes that we may make from time to time, constitutes the entire agreement between us and you. This Agreement, read with any changes, takes precedence over any other contracts or understanding between us and you. Neither of us shall be bound by any other statements or representations that are not contained therein.