



Paramount Tutoring Services Independent Contractor Tutor Agreement

The Company's policies, procedures and guidelines for tutoring with Paramount Tutoring Services's online services are contained in the Tutor Resource Manual and its subsequent updates ("the Tutor Manual").

I have received and read the Tutor Manual, and agree to abide by the policies, procedures, and guidelines contained in the Tutor Manual, including all updates and notifications that are and will be sent by email, included in the Company's tutor newsletters and/or posted at the Company's web sites during the duration of my affiliation with Paramount Tutoring Services.

I understand that I am an independent contractor to Paramount Tutoring Services, Inc. ("the Company"), and am not an employee of the Company.

I agree that I have entered into this independent contractor relationship with the Company voluntarily and that neither I nor the Company has agreed to maintain this relationship for any specified period of time. Accordingly, either the Company, or I can terminate the relationship at will, with or without cause, for any reason, at any time, so long as there is no violation of applicable federal or state law.

Background Checks, Background Check Renewals and Disclosure of Criminal Activity:

As an applicant pursuing a contract to become an Independent Contractor with Paramount Tutoring Services, I understand that an initial investigative report will be generated on me that may include but is not limited to information concerning my SSN verification, education verification, and/or criminal/civil/driving record history. I understand that General Information Services, Inc. ("GIS") and/or other vendors on behalf of Paramount Tutoring Services may be requesting background information about me from public and private sources both during Paramount Tutoring Services's initial consideration of my application, and throughout the time I am associated with Paramount Tutoring Services. I understand and agree that Paramount Tutoring Services reserves the right to update and run repeat background checks at any time during my tenure with Paramount Tutoring Services for any reason or no reason. I understand and agree that this may include searching a National database that tracks criminal activity.

I understand that Paramount Tutoring Services will cover the cost of my initial background check at the time I apply to be a tutor and that it is my responsibility to notify Paramount Tutoring Services *immediately* if I am arrested for any criminal charge from this day forward. Such notification must include a full and complete disclosure including any official supporting documentation.

I understand that Paramount Tutoring Services will also cover the cost of any future background checks that it chooses to perform, subject to the following important exception: If Paramount Tutoring Services learns about any criminal activity before I disclose it to Paramount Tutoring

Services, then I understand and agree that I will be responsible for reimbursing Paramount Tutoring Services for any and all fees incurred for that background check. I also understand that at that time, my contract with Paramount Tutoring Services will likely be terminated. (Important note: arrest or conviction for many minor offenses will not cause Paramount Tutoring Services to cancel your contract. Failing to immediately and fully report any such arrest or conviction, however, is nearly certain to lead to termination.)

If Paramount Tutoring Services learns about any criminal activity before I disclose it to Paramount Tutoring Services, and incurs fees related to investigating this activity, I hereby give my consent to have Paramount Tutoring Services deduct these fees from any tutor payments I may be owed at the time. In the event that I have no earnings for the month in which Paramount Tutoring Services has received the results of the background check, I understand that I may be invoiced for the cost of the background check and agree to promptly pay such an invoice.

I understand that if I choose to terminate my contract or voluntarily cease tutoring that it is my responsibility to notify Paramount Tutoring Services of my decision because, otherwise, Paramount Tutoring Services may continue to run occasional background checks on me, and if such a background check shows criminal activity that I have not disclosed to Paramount Tutoring Services, I will be responsible for reimbursing Paramount Tutoring Services for those costs.

I understand that when I formally terminate my contract with Paramount Tutoring Services, I will be removed from the ongoing criminal searches and will not be responsible for any new fees Paramount Tutoring Services may incur after my contract's official termination has been confirmed by Paramount Tutoring Services.

Compensation:

I understand that the Company compensates its independent contractors ("Tutors") as set forth in the informational email received at the time of mentor assignment, that the Company reserves the right to modify its compensation package at any time, in the Company's sole discretion, and that Paramount Tutoring Services Tutors are:

- Considered independent contractors to the Company.
- Providing a service to third parties such as libraries, schools, government agencies, corporations, and individual subscribers, through the Company.
- Compensated only for the time a Tutor is in the Online Classroom teaching a session, plus time spent waiting for students during scheduled hours. (Time spent conducting demos by appointment or on other special projects as requested by the Company may also be compensated, in the Company's sole discretion, by prior arrangement.)
- Not compensated for waiting time during hours which are not scheduled. Paramount Tutoring Services online services

I understand that in order to receive payment, I must:

- Complete a W-9 (US) or W-8BEN (Canadian) tax form and return it to the Company.
- Sign this Agreement and return the signature page to the Company.

Other:

The Company reserves the right, at its sole discretion, to change or modify any of the terms and conditions applicable to my affiliation with the Paramount Tutoring Services online services. Such changes, modifications, additions or deletions shall be effective immediately upon notice thereof, which may be given by means including, but not limited to, electronic or conventional mail, or posting on a Company web site. I understand that these changes will be binding on me unless I promptly notify Paramount Tutoring Services that I do not agree to the changes and am therefore terminating this Agreement.

Specific Restrictions. I agree (a) to abide by all applicable local, state, national, and international laws and regulations in my use of the Company's web sites and participation in the Paramount Tutoring Services online services; (b) to not interfere with any other tutor or student's use and enjoyment of the Company's web sites or programs; (c) to be solely responsible for the contents of my transmissions through the Paramount Tutoring Services online services; (d) to not interfere with or disrupt the Company's web sites or servers or networks connected to the Company's web sites; (e) to comply with all requirements, procedures, policies and regulations posted on the Company's web sites by the Company from time to time and or any networks connected to the Company's web sites; (f) that my entering into this Agreement and delivering services to the Company's customers and end users does not and shall not breach any agreement with any third party; (g) to not transmit through Paramount Tutoring Services online services any unlawful, harassing, libelous, privacy invading, abusive, threatening, harmful, vulgar, or otherwise objectionable material of any kind; (h) to not transmit any material that violates the rights (including intellectual property rights) of another; (i) to not transmit any material that violates any applicable local, state, national, or international law or regulation including, without limitation, any U.S. export law or regulation; (j) to not attempt to gain unauthorized access to other computer systems or networks; (k) to not transmit "junk mail", "spam", "chain letters", or unsolicited mass distribution of email or bulletin board postings; (l) to not advertise other programs or services on the Company site; (m) to not promote any other products or services to students or learners without specific authorization provided in advance by an authorized member of Company management; (n) to not schedule or conduct other tutoring sessions during any hours I am scheduled for Paramount Tutoring Services online services; and (o) to keep my username and password confidential at all times and ensure that no other person ever provides or attempts to provide tutoring using my logon credentials.

Confidential Information. I agree to hold in confidence and keep confidential any and all confidential information that I receive from the Company, company's customers, and prospective customers (including students, learners, institutions, companies, and other entities). I agree to not disclose any such information to any third party (including other independent contractors) and agree to not use such information for any purpose except to assist the tutoring session. I agree to compensate the Company for losses it incurs as a result of my negligent, reckless, or intentional

disclosure of Confidential Information. Confidential information in this context includes, but is not limited to, any information, idea or concept, in any form (tangible or intangible), whether disclosed to me or learned by me. For the purpose of this Agreement, confidential information specifically includes:

- all information concerning students, patrons, learners, employees, and other independent contractors, including but not limited to information concerning their age, sex, sexual orientation, religious affiliation, ethnicity, national origin, ancestry, disability, or other personally identifiable information;
- all information of a competitively sensitive nature, including trade secrets or confidential or proprietary information of any sort, including, without limitation, information relating to products, processes, know-how, designs, formulas, developmental or experimental work, computer programs, databases, or other original works of authorship, customer lists, business plans, financial information or other subject matter pertaining to any business of the Company or any persons or entities with which it does business; and
- all information concerning Company policies, strategies, finances, pricing, pay rates, use of independent contractors, and the nature of relationships between corporate management and its service providers, customers, and end users - including the specific questions such users ask while using the Company's services.

I affirm that I have provided true, accurate, current, and complete information on my application form, along with an accurate representation of my skills, degrees, background and other information, and I agree to maintain and update such information to keep it true, accurate, current, and complete for as long as I continue to be affiliated with the Company.

This Agreement will become effective as of the date of the Company's acceptance of Tutor's application. Terms of payment are addressed in a separate document. The Company has the right to suspend service to any Tutor for any reason without warning. Furthermore, The Company may terminate this Agreement immediately (with or without warning) for any breach by Tutor of this Agreement or any applicable policy of The Company posted on the Site, or for no reason at all.

I agree to be bound by the terms of this Agreement effective immediately, regardless of whether the Company accepts my application, completes my background check, or offers me tutoring opportunities, and agree that in the event that either I or the Company terminate this independent contractor relationship, the following provisions will survive indefinitely: Specific Restrictions, and Confidential Information.

By signing below, I affirm that I have read and understand this entire Agreement and agree to be subject to all of its terms and conditions, as well as the entirety of the Tutor Manual.