

INSTRUCTOR TERMS AND CONDITIONS

Last Updated: Monday, June 26, 2023

These terms and conditions form an agreement (the "Agreement") is made and entered into by and between **Alzare Technologies Inc.**, a company based in Delaware, having its principal place of business located at Address: P.O. Box 16183 Houston TX 77222 USA (hereinafter referred to as the "**Company**"), and the individual who signs up with the Company for providing their services and for the purpose of this Agreement, shall be referred to as the "**Instructor**".

1 PURPOSE OF THIS AGREEMENT

The Company operates an e-learning platform that provides Courses, Live Online Classes and Free Learning Resources to students via several digital mediums such as websites, apps, webapps and other digital tools (collectively referred to as the "**Platform**"). The Company and Instructor wish to enter this Agreement for the provision of services such as online classes, online courses, free learnings, and other related services as specified in this Agreement, to the users of the Platform who wish to avail such services from the Instructor in accordance with the terms of this Agreement.

2 TERM

The term of this Agreement commences on the date on which the Instructor completes the application to become an Instructor with the Company via the Platform which includes accepting this Agreement (the "**Effective Date**") and shall subsist unless terminated in accordance with the terms of this Agreement.

3 SERVICES

The Company hereby engages the Instructor to render their services for publishing online courses ("**Online Courses**") and/or, providing

training/teaching services via live online classes ("**Online Classes**"), and/or providing free learning resources ("**Free Resources**") to the users of the Platform ("**Learners**") upon Learner enrollment and as per scheduled timings (the services mentioned herein including the Online Classes and Content are collectively referred to as "**Services**"). All content developed via the Live Online Classes ("**Online Class Content**") and all content in the Courses ("**Online Course Content**"), and all content in the free learnings ("**Free Learning Content**"), or Services including any other related content created such as quizzes, lectures, practice tests, assignments, resources, answers, articles, case study, image, video, webinar, certificate etc., shall for the purpose of this Agreement be referred to as, collectively the "**Content**".

4 ONLINE LIVE CLASSES AND COURSES

- 4.1 Recording of Online Classes and Intellectual Property: The Instructor acknowledges and agrees that the Company reserves the right to record all Online Classes. All intellectual property with respect to the Content shall remain the sole property of the Instructor unless otherwise specified in writing. The Company retains the right to market and provide the applicable Content to the Learners solely for the Learning Period (defined below). The Company shall strive to ensure that the Online Course Content shall be available to solely the enrolled Learners until the duration for which they have provided consideration ("Learning Period"). All recorded content shall be solely available to the Learners for the Learning Period in a non-downloadable format.
- 4.2 **Free Services (Free Learnings):** The Instructor may provide their Services and materials on the Platform free of cost to promote themselves, and to transfer knowledge. If the Instructor offers their Services or a portion thereof free of cost to the Learners, the Instructor shall not be entitled to any amounts from the Services or portion of Services rendered free of cost. Any Content offered as reading material or reference material

along with the Services or any part of it, will be considered as free and will be available to download by the Learners.

4.3 **Paid Services:** The Instructors shall be entitled to amounts received from the Learners for Services rendered in accordance with the terms contained in Section 5.

4.4 **Pricing:** The Company may suggest optimal prices for the Services of the Instructor. The Instructor retains the right to price their Services on the Platform in their sole discretion. The Instructor shall not change the price of their Services for any ongoing Course, Online Class, and/or Content purchased through the Platform. Notwithstanding the foregoing, the Instructor may change the price of their Services for future Learners who are yet to enroll for the Instructor's Services.

5 REVENUE SHARING

The Instructor shall be entitled to seventy percent (70%) of the revenue which shall be derived from the Learners ("**Instructor's Share**"), and the Company shall be entitled to receive a share of thirty percent (30%) from the revenue derived from the Learners in consideration for providing the Platform ("**Platform Charge**").

The Instructor shall not under any circumstances through any action or omission circumvent or deny the Platform Charges to the Company, or other amounts to which the Company may be entitled to.

6 DISBURSAL TERMS

6.1 The Company is responsible for collecting all amounts from the Learners. All payments to the Instructor shall be made by the Company and not the Learners directly.

6.2 The Company will make all payments in USD (United States Dollar). The Instructor shall be obligated to notify the Company if they are eligible to receive payments in USD or not.

6.3 All payments will be made to the Instructor's bank account via bank transfer. Instructor may modify their payment information at any time. The Company shall not be liable for any losses incurred by the Instructor due to incorrect payment details provided.

6.4 All payments to the Instructor shall be disbursed after making appropriate deductions including without limits, applicable taxes which may be levied by appropriate authorities, transaction charges imposed by payment gateways and banks. Information about such charges are available in the public domain and the Company shall not be liable to provide notice of such charges nor about any modifications with respect to the same.

7 REFUNDS

The Instructor may provide refunds or partial refunds in their sole discretion to the Learners by notifying the Company. The Platform Charge of the Company however shall not be refundable under any circumstances.

8 THE INSTRUCTOR'S RIGHTS AND DUTIES

8.1 ELIGIBILITY

The Instructor hereby declares have sufficient level of experience for providing the Services as a pre-requisite and that all qualification information disclosed to the Company is legitimate and true.

8.2 DEMO ONLINE CLASS

The Instructor may provide a demo or trial Online Course to the Learners subsequent to which the Learners may decide to enroll in the Online Course at their discretion.

8.3 NON TERMINATION/CANCELLATION OF SERVICES

The Instructor hereby acknowledges and agrees that due to the nature of the Services, the Instructor shall not terminate/cancel the provision of the Services to the Learners once the Learners have enrolled for the Services. Notwithstanding the foregoing, if due to extenuating circumstances the Instructor wishes to cancel the Services after Learners have enrolled in the

Services, the Instructor shall be liable to return all the amounts disbursed to the Instructor including the Instructor's Share to the Company. The Company retains the right to terminate this Agreement in the event of default of this section by the Instructor.

8.4 OWNERSHIP OF CONTENT

Instructor agrees to possess ownership or have necessary licenses, rights, consents, permissions, and authority to authorize the Company to sell, offer, market, and use the Content in line with the terms of this Agreement.

8.5 AUTHORIZATIONS

Instructor hereby authorizes the Company to their name, likeness, voice, and image in connection with offering, delivering, marketing, promoting, demonstrating, and selling the Services, the Content, and Instructor waives any rights of privacy, publicity, or other rights of a similar nature, to the extent permissible under applicable law.

Instructor hereby authorizes the Company to record all or any part of the Content for quality control and for delivering, marketing, promotion, and demonstration purposes.

The Instructor hereby authorizes the Company and its representatives to join any Online Classes without any notice to the Instructor for assessing the quality of the Services provided by the Instructor.

8.6 RELATIONSHIP WITH THE LEARNERS

The Instructor will be required to interact with the Learners who buy the Services from the Platform. The Instructor hereby, through this reference, agrees to be courteous towards the Learners and refrain from using abusive language.

The Instructor shall ensure to answer all appropriate queries of the Learners through the Platform. The Instructor shall not contact the Learners through means other than through the Platform or modes approved by the Company in writing.

The Company may at any time for the purpose of assessing the Instructor and their appropriate provision of Services in line with this Agreement and applicable laws, check any Content including ongoing Online Classes at any time, in the Company's sole and absolute discretion. The Instructor shall not obtain any unnecessary personal information from the Learners (unless approved by the Company in writing solely for the provision of Services) nor share such details with any person or entity. If the Instructor is discovered to be in contravention to the terms of this Agreement or any other terms applicable to the Instructor, or applicable laws, the Company shall be entitled to pursue any available legal remedies as well as obtain injunctions against the Instructor.

8.7 INTERACTING WITH LEARNERS ON THE PLATFORM

The Instructor hereby agrees to interact with the Learners solely through the tools, software, and APIs linked with the Platform and no other means. The Instructor, hereby through this reference, grants the Company, the rights to record the Instructor's interaction with the Learners which may be done through including without limitation, chat, video call, voice call on the Platform.

8.8 LINKS ON THE COMPANY PLATFORM

The Instructor agrees not to post any links on the Company Platform, which may redirect the users of the Platform to other websites and platforms.

8.9 POSTING PERSONAL INFORMATION

The Instructor agrees not to post their personal information on the Platform which may include without limitation, e-mail, phone number, or any social media account details.

8.10 QUALITY SERVICES

Instructor will ensure the quality of the Services is at least on par with the standards of your industry and the industry of education, coaching and training services in general.

8.11 PROHIBITED ACTIVITIES

- 8.11.1 Instructor will not post or provide any inappropriate, offensive, racist, hateful, sexist, pornographic, false, misleading, incorrect, infringing, defamatory or libelous content or information on the Platform.
- 8.11.2 Instructor will not post or transmit any unsolicited or unauthorized advertising, promotional materials, junk mail, spam, or any other form of solicitation (commercial or otherwise) through the Company Platform or to any user.
- 8.11.3 Instructor will not use the Company platform for business other than providing the Services to Learners.
- 8.11.4 Instructor will not engage in any activity that would require The Company to obtain licenses from or pay royalties or fees to any third-party including the need to pay royalties for public performance of a musical work or sound recording.
- 8.11.5 Instructor will not frame or embed the Company Services (such as to embed a free version of a course) to circumvent the payments owed to the Company including the Platform Charge.
- 8.11.6 Instructor will not impersonate another person or gain unauthorized access to another person's Platform account.
- 8.11.7 Instructor will not interfere with or otherwise prevent other instructors from providing their services or courses on the Platform.
- 8.11.8 Instructor will not abuse the Company resources, including the support services.

8.12 REGULATIONS

Instructor will abide by the quality standards and policies prescribed by the Company from time to time. Instructor should check these policies periodically to ensure that you comply with any updates to them on the Platform.

8.13 LEARNER DATA

The Instructor shall be obligated to ensure the safety and non-disclosure of all Learner's data and information transmitted to the Instructor via the Platform or information received directly or indirectly through the Learners or otherwise ("**Learner Data**"). The Instructor shall keep confidential all Learner Data unless disclosure of the same is permitted in writing by the concerned owner of the Learner Data. Notwithstanding the foregoing, Learner Data in the public domain shall not be treated as confidential information.

8.14 NON-DISCLOSURE OBLIGATION

The Instructor hereby covenants to keep confidential any other information disclosed by the Company for the performance of this Agreement ("**Confidential Information**"). Notwithstanding the foregoing, Confidential Information shall in no way deem to include any information within the public domain or information already known to the Instructor.

9 **CONTENT USE**

The Company shall have a non-exclusive right to use the Content, and upload the Content on the Platform, grant the Learners access to the Content, and use the Content for the purposes of advertising, publicizing, marketing, exhibition, and/or other exploitation of the Content. The Instructor agrees not to provide the Content uploaded on the Company Platform to any third parties without the written permission of the Company.

10 **LICENSE**

The Instructor agrees to hereby give, consent, and forever grant to the Company, its representatives, licensees, marketers, and any other related parties or publishers of its promotional materials and their successors and assigns, the license to use, publish the Content, in image, graphics, video and audio format, in whole or part, including alterations, modifications, derivations, and composite thereof, in digital media, films, advertising, and

similar such promotions and renditions throughout the world. Notwithstanding the foregoing, the Instructor shall have the right to request the Company to take down any of the uploaded Online Course Content. The Company shall be obliged to take down the Online Course Content from the Platform within not more than 60 working days commencing from the day a takedown request is made. However, the Company may in their sole discretion choose to terminate the Agreement on the occurrence of such event without being liable for any cost dues or the Instructor's Share. The Company's right to use the Content for marketing purposes shall survive termination of this Agreement.

11 ACCESS TO THE CONTENT

The Instructor acknowledges that due to the nature of the services being provided by the Company it is important that the Company have access to the Content uploaded on the Platform even after termination or removal of any Content solely for the provision of the Services for the Learning Period. Therefore, the Instructor agrees and covenants to ensure that the Learners who have purchased the Online Course Content, shall have access to the Content uploaded on the Platform for the Learning Period. The Learners shall not have access to the Content post the expiration of the Learning Period. Notwithstanding the foregoing, the Learning Period may vary depending upon the consideration paid by particular Learners, therefore the Company shall have access to the Content as long as required solely for the provision of the Services to the Learners.

12 WAIVER

The Instructor shall hereby, with this reference, waive their right to take legal action against the Company, including without limitation, its representatives, licensees, marketers, and any other related parties for the breach of any of the terms mentioned in this Agreement. Notwithstanding the foregoing, The Instructor shall in no way have deemed to have waived their right to any legal action resulting from any material breach of the

terms, obligations mentioned within this Agreement for which they have ought to have a legal remedy under appropriate law.

13 INTELLECTUAL PROPERTY OF THE INSTRUCTOR

All intellectual property of the Instructor with respect to the Content shall remain the intellectual property of the Instructor or their respective owners. Nothing in this Agreement shall be deemed to be transferring any intellectual Property rights to the Company unless otherwise agreed upon by the Parties in writing.

14 INDEPENDENT CONTRACTOR

The Parties agree that the Parties shall be considered independent of each other and not agents or employees of the other Party. Neither Party shall have authority to make any Statements, representations, or commitments of any kind, nor to take any action which shall be binding on the other Party, except as may be expressly provided for herein or authorized in writing.

15 INDEMNIFICATION

The Instructor shall at all times indemnify, defend, and hold harmless the Company against all claims, actions, damages, losses, liabilities, and expenses, including reasonable attorneys' fees, arising out of, or caused by any breach of any of the representations, undertakings, or contracts made by the Instructor via this Agreement and in connection with any claims of copyright infringement, or other violation of intellectual property rights with respect to the Content.

16 NON-SOLICITATION

The Instructor hereby agrees not to solicit the Learners in any manner, including without limitation by posting any links on the Company Platform, which may have the effect of redirecting the Learners and users with access to the Platform, to other websites. The Instructor agrees not to approach Learners for the purpose of circumventing the Platform Charge and other amounts that the Company may be or become entitled to. The Instructor

agrees not to interact with the Learners in any way, with the exception of the Company Platform.

17 TERMINATION

This Agreement shall not be terminated except as provided herein:

17.1 TERMINATION FOR GOOD CAUSE:

Either Party may terminate this Agreement If either Party believes that the other is in breach of its material obligations under this Agreement, and such breach has not been rectified even after giving 15 days' notice to the breaching Party. Notwithstanding the foregoing, the Company shall have the right to terminate this Agreement at any time for any reason, including without limitation, insufficient performance by the Instructor, continuous absence from providing Services to the Learners, Service, or material breach of the terms of this Agreement.

17.2 TERMINATION BY MUTUAL CONSENT:

Parties can terminate this Agreement at any time by mutual consent.

17.3 TERMINATION BY NOTICE:

Either Party may terminate this Agreement by giving the other Party 30 days' notice.

18 EFFECT OF TERMINATION

The Content published by the Instructor may be taken down from the Platform by the Company. Learners who have purchased the Content shall have access to the Content at all times or as specified by the Company, and the Instructor agrees to make sure that the Learners have access to the Content without interruptions. The Company shall not be liable to pay any amounts including the Instructor's Share and any other costs if applicable with respect to the Content, to the Instructor, post the termination of this Agreement unless otherwise specified by the Company in writing.

19 NON-DISPARAGEMENT

The Instructor shall for the duration of this Agreement and following the termination of this agreement, shall refrain from making any false, negative, critical, or disparaging statements, implied or expressed, concerning the Company, including, but not limited to, management style, methods of doing business, the quality of services, role in the community, or treatment of employees. The Instructor further agrees to do nothing that would damage the Company's reputation or goodwill; provided, however, that nothing in this Agreement shall prohibit disclosure of information which is required to be disclosed in compliance with applicable laws or regulations or by order of a court or other regulatory body of competent jurisdiction.

20 NOTICE

Any notice or other communication provided for herein or given hereunder to a Party hereto shall be in writing and shall be given in person, by overnight courier, or by mail (registered or certified mail, postage prepaid, return receipt requested) or E-mail to the Company addresses as mentioned in this Agreement and to the address of the Instructor as provided to the Company by the Instructor in writing at the time of registration.

21 AMENDMENTS

The Company reserves the right to unilaterally modify or amend the Agreement at any point in time. The Instructor shall be given reasonable advance notice of any such changes.

22 ASSIGNMENT

This Agreement shall not be assignable by the Instructor, without the express prior written consent of the Company. The Company may assign this Agreement to an affiliate of the Company.

23 GOVERNING LAW AND DISPUTE RESOLUTION

The parties agree that the validity, operation, and performance of this Terms shall be governed by and interpreted in accordance with the laws of Delaware applicable therein (notwithstanding conflict of law rules). The Parties do expressly and irrevocably concede to the jurisdiction of courts with respect to any matter or claim, suit, action or proceeding arising under or related to these Terms.

All disputes arising out of or in relation to this Agreement, including any question regarding its existence, validity, or termination, which cannot be amicably resolved by the Parties within 30 days of being brought to their attention (such period is referred to as the "**Consultation Period**"), shall be settled by arbitration first governed by the provisions of appropriate arbitration laws. If the Parties are not able to agree on a sole arbitrator, a panel of three arbitrators shall be appointed wherein each Party shall appoint one arbitrator, and the two arbitrators together shall appoint the presiding arbitrator. The venue/seat of Arbitration shall be Delaware, USA and the language of arbitration shall be English. A dispute shall be deemed to have arisen when either Party notifies the other Party in writing to that effect.

24 SEVERABILITY

Whenever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be invalid, illegal, or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other provision or any other jurisdiction, but this Agreement will be reformed, construed, and enforced in such jurisdiction as if such invalid, illegal, or unenforceable provisions had never been contained herein.

25 SURVIVABILITY

All clauses that logically ought to survive the termination of this Agreement shall survive.

26 FORCE MAJEURE

The Company shall not be liable for any failure or delay in performance of this Agreement, in whole or in part, where such failure or delay is caused by circumstances beyond the Company's reasonable control, including but not limited to acts of God, severe weather, fire, terrorism, vandalism or civil riots, war, civil disturbance, pandemics, labor activity, or strike, court order or any other cause outside The Company's exclusive and direct control.

27 ENTIRE AGREEMENT

This Agreement constitutes the final, complete, and exclusive statement of the agreement of the Parties with respect to the subject matter hereof and supersedes any and all other prior and contemporaneous contracts and understandings, both written and oral, between the Parties.

28 AFFIRMATION OF THE PARTIES.

The Parties affirm that they have entered into this Agreement freely, voluntarily, and without reliance on any promises, representations, or other statements not contained in this Agreement and have read and understood this Agreement.

29 HEADINGS

Headings used in this Agreement are provided for convenience only and shall not be used to construe meaning or intent.

30 MISCELLANEOUS

The Company reserves the right to set a rating system and collect feedback from Learners.

The Instructor shall ensure that they possess all appropriate teaching aids for the effective provision of the Services including without limits, good broadband connection, High Definition Web Camera, Computer, or device meeting minimum requirements for running the Platform and software as necessary to provide Services, and other appropriate materials for the provision of the Services as may be notified by the Company ("**Teaching Aids**"). The Company reserves the right to examine the Teaching Aids of the Instructor through any appropriate means at any point in time.

In addition to this Agreement, the Instructor shall adhere to all applicable policies and regulations provided by the Company from time to time or as available on the Platform.

The Company may by their sole discretion perform background checks of the Instructor and verify the documents provided by the Instructor at any point in time prior to or after entering into this Agreement with the Instructor ("**Background Check**"). This Agreement is subject to the Background Check and the Company reserves the right to terminate this Agreement immediately without notice in the event that the Company discovers any anomalies during the Background Check.