

EDUCATION SERVICE AGREEMENT

THIS EDUCATION SERVICES AGREEMENT (hereinafter referred to as the “Agreement”) is made on the date this Agreement is signed by each Parent following by the Private Teacher and First XV Tutorial Centre Pte Ltd (201534822E - The Open Primary) and the payment of the first instalment of Education Services Fees by each Parent (hereinafter referred to as the “Effective date”).

BY AND BETWEEN:

The “**Private Teacher**”,

- and -

The “**Parent**”/”Parents”

(The private teacher and the parent shall together be referred to as “parties” and individually as a “Party”).

RECITALS

A. First XV Tutorial Centre Pte. Ltd. (“**The Open Primary**”) operates and manages an online platform at www.theopenprimary.sg (hereinafter referred to as the “**Website**”) through which Parents can register their interest to have their child/children (hereinafter referred to as “**Student/Students**”) be part of a Class to receive education services from a Private Teacher.

B. Once a Class of Fully Committed Parents is formed within the Website a Private Teacher Job is created.

C. Once a Private Teacher Job is created, The Open Primary via an algorithm then offers the Private Teacher’s Request to the suitable education services providers (individually referred to as “**Private Teacher**”) from its database (the “**Database**”).

D. From the Private Teachers who apply for the Private Teacher Job, The Open Primary will via an algorithm select the most suitable candidate for the Private Teacher Job. Once all the Parents in the Class and the Private Teacher have signed this agreement, The Open Primary issues fee instalment invoices on behalf of the Private Teacher to each Parent, in the Class and collects payment into each Parent’s RedPak account for the education services to be delivered by the Private Teacher over the academic year. Once the first instalment payment is received from each Parent by The Open Primary, the Parents and the Private Teacher enter into this agreement for the education services, after which The Open Primary will disburse the education services fees to the Private Teacher by way of 10 equal instalments over the course of the academic year, less any applicable deductions.

E. The Parents of the Class have registered with the Website and each have the status of Fully Committed, having each paid the requisite refundable commitment deposit into their individual RedPak accounts

F. The Private Teacher is an independent contractor providing education services and is listed on the Database and has been matched to the Class having submitted an application for the Private Teacher Job Offer.

G. The Parties wish to enter into this agreement for the purposes of setting forth the obligations of the parties in connection with the providing of the education services.

NOW THEREFORE in consideration of the mutual covenants herein contained, the receipt and sufficiency of which is acknowledged by the parties, the parties agree as follows:

ARTICLE 1 – RECITALS AND DEFINITIONS:

1.1 **Recitals.** The recitals set out above are true, both in substance and in fact, and are hereby incorporated into and form an integral part of this Agreement.

1.2 **Defined Terms.** For the purpose of this Agreement, the following terms shall have the respective meanings set out below and grammatical variations of such terms shall have corresponding meanings:

(a) **“Academic Year”** means 36 to 40 weeks of 5 week days each (**720 hours contact time**) in which education services are delivered between 16 January 2017 and 30 November 2017, and between 8am and 1pm on week days

(b) **“Agreement”** means this agreement together with any schedules or annexures hereto, which may be amended from time to time in writing, as agreed to by the Parties;

(c) **“Annexure”** means and includes **Annexure A** in which the fee related details have been stated, **Annexure B** in which contact details (addresses, contact number, email addresses) of both the parties have been mentioned and **Annexure C** consisting of the digital signature page received by email by each party to this agreement (all the Parents of the Students in the Class and the Private Teacher);

(d) **“Class Acceptance”** means the acceptance of the offer to be part of an aggregated of nine (9) students to form a Class that will be matched with a Private Teacher for the purpose of receiving Education Services, and is executed by each Parent with a Website status of “Fully Committed” communicating via email to The Open Primary, the signing up child for English Based Programme education services to be delivered at a specified Campus location.

(e) **“Education Services”** means the education services consisting of the Standard Education Package (English Based Programme) and any additional services as set out in this agreement provided over the course of the academic year at the Singapore educational level stated in **Annexure A**.

(f) **“Education Services Fee”** means the total fee payable by each Student for the Education Services;

(g) **“Campus”** means the premises, within a commercial building address listed in **Annexure A**, in which the Education Services will be delivered, and for which the Private Teacher is responsible for providing for the full academic year;

(h) **“Parent”** means each individual above the age of 18 named in **Annexure B** that has accepted the Class offering;

(i) **“Student”** means each individual under the age of 13 that is named in **Annexure B** and is a child of a Parent that has accepted the Class offering;

(j) **“RedPak”** means the stored value facility held by First XV Tutorial Centre Pte. Ltd. which individually belongs to each Parent and is to be used to settle the Education Services Fees due to the Private Teacher in accordance with the payment terms

- (k) **“Payment Terms”** means the payment of the Education Services Fees to the Private Teacher in ten (10) equal instalments payable after every four (4) weeks of Education Services delivery, with the tenth (10th) instalment being paid together with ninth (9th) instalment;
- (l) **“Standard Education Offering”** means the list of the standard education activities that will be performed by the Private Teacher and any related obligation the Private Teacher is required to fulfil, a copy of which is available on the Website.
- (m) **“Notice Period”** means the time period in weeks that the Private Teacher is required to notify the Parents in advance of terminating the provision of Education Services or the time period of which a **seven ninths** majority of the Parents are required to notify the Private Teacher in advance of terminating this Education Services agreement;
- (n) **“Consultant Reviewer”** means an educator, holding the equivalent of a Post Graduate Diploma in Education and having at least 5 years teaching experience, who is appointed by the Parents to monitor, and or guide the Private Teacher’s planned progress for the maximising student educational outcomes under the Singapore Ministry of Education curriculum for the defined level;
- (o) **“Private Teacher Job Offer”** means the communication by The Open Primary to Private Teachers in its Database on the opportunity to provide education services to a Class for an academic year
- (p) **“Relief Teacher”** means a Private Teacher registered on the website who provides education services to a Class in the event of the absence of the Private Teacher contracted for the full academic year, the Relief Teacher may be a part of a pool of Relief Teachers dedicated to one Class.
- (q) **“Tax”** means goods and services tax or any other type of taxes imposed by relevant authorities in Singapore;
- (r) **“Website”** means www.theopenprimary.sg.

1.3 **Sections and Headings.** The division of this Agreement into Articles and Sections and the insertion of headings are for convenience of reference only and shall not affect the interpretation of this Agreement. Unless otherwise indicated, any reference in this Agreement to an Article, Section or a Schedule refers to the specified Article or Section of, or Schedule to this Agreement.

2. TERM:

The term of this agreement shall commence on the date on which the Parties to the agreement have all electronically signed the Agreement and will continue until terminated in accordance with Section 7 below.

ARTICLE 3 – ACCEPTANCE OF THE CLASS:

3.1 **Private Teacher Acceptance.** The Parent has accepted the Private Teacher and has agreed to pay the Education Services Fees in exchange for the provision of the Education Services.

3.2 **Acceptance of Education Services Request.** The Private Teacher confirms that they accept the Education Services Request, and are qualified to deliver the Education Services.

3.3 **Independent Contractor Relationship.** The Parties acknowledge that the Private Teacher is engaged directly by the collective of Parents as an independent contractor and nothing in this Agreement shall be construed as creating a partnership, joint venture or employer-employee relationship between the Parties. Neither Party is the agent of the other nor is either Party

authorised to make any representation, contract or commitment on behalf of the other Party without express consent from the other.

ARTICLE 4 – OBLIGATIONS OF THE PRIVATE TEACHER:

4.1. Performance of Education Services. In providing the Education Services to the Class, the Private Teacher undertakes to:

- (a) deliver the Education Services as set out in the Standard Education Offering with acceptable care and skill;
- (b) provide the Campus in which Education Services will be delivered and take all necessary steps to avoid any loss and/or damage to the Education Services Campus that may result in interruption of delivery of Education Services;
- (c) provide or reasonable and necessary information required for the discharge of duties of the Consultant Reviewer;
- (d) limit absence to the lower of 12 days and 48 hours during the academic year;
- (e) provide Student care services as necessary each day until such the time the Student is collected by their guardian/Parent (responsibility is waived for Classes of Students at Primary 3 or higher)

4.2. Notice Period. The Private Teacher must give the Parents four (4) academic weeks' notice (80 contact hours) in advance of terminating this agreement. Upon the appropriate notice the Private Teacher's original tenth (10th) instalment entitlement will be paid to the Private Teacher on pro-rated basis (total hours of Education Services delivered divided by 720 hours). The Private Teacher will forfeit entitlement to the pro-rated portion of the tenth (10th) instalment if the Notice Period is not fully served in the absence of the unanimous approval of the Parents.

4.3. Relief Teacher. Take all necessary steps to ensure that one of the panel of Relief Teachers referred by The Open Primary is present at the Education Services Campus to deliver Education Services in the event of the Private Teacher's absence. Specifically the Private Teacher must send a request for Relief Teacher services through The Open Primary or other communication method to which Parents are part of the communication or advised of substitution prior to the start of the absence.

4.4 In case of any verbal advice given by the **Private Teacher** to any Parent, the Private Teacher shall not at any time be legally bound any verbal advice so given.

ARTICLE 5 – OBLIGATIONS OF THE PARENT(S):

5.1 Obligations of the Parents. Each Parent shall be responsible for each of the following:

- (a) having their Student attend all classes on time, equipped and in a condition to beneficially receive the Education Services;
- (b) payment of the Education Services Fees instalment invoices into his/her RedPak account by the dates set out in Annexure A; and
- (c) collection of his/her Student child within 15 minutes of the end of each class day, and to pay the Private Teacher or Campus Provider any applicable student care fee for late collection of their Student at rate set out in **Annexure A**.

5.2 The Parent(s) agrees that:-

- a) any personal injury which the child may sustain at any time either within the school premises or elsewhere which is not attributable to the fault of the Private Teacher, shall not be the responsibility of the **Private Teacher**;
- b) unless clearly attributable to the Private Teacher, the Private Teacher shall not be liable for any loss of or damage to property of any other kind whatsoever which the Student(s) may suffer;
- c) they shall not visit the Campus without scheduling an appointment with the Private Teacher except in case of emergencies;
- d) they (and their Student child) shall at all times conduct themselves in a manner that supports the effective delivery and beneficial receipt of the Education Services. In the event of any breach of this require, the remainder of the Parents have, with the seven ninths approval of their number, reserve the right to remove the Student from the Class.

ARTICLE 6 – PAYMENT FOR EDUCATION SERVICES:

6.1 **Payment Authorization.** The Parties appoint The Open Primary as the Administrator of Education Services Fees, that is the invoicing to and collection from parents, and for the payment of the fees so collected to the Private Teacher net of any applicable charges on the dates set out in **Annexure A**;

6.2 The Parents will pay the Education Services Fees invoices, as detailed in **Annexure A**, in accordance with the Payment Terms, and fees so paid are non-refundable except under article 8.1, 8.2 or under any circumstances where the Private Teacher ceases to provide the Education Services prior to completing the delivery of Education Services for period covered by payments made by Parents

6.3 Fees for Relief Teacher services will be deducted from the Private Teacher’s gross receivable fees at the rates set out in **Annexure A**.

6.4 For days of absence in excess of the limit in 4.1, the Private Teacher will receive no payment and there will be a deduction per 6.3 as well.

ARTICLE 7 – REFUNDS:

Should the Parents be entitled to a refund as a result of a breach of this Agreement by the Private Teacher, such refund will be limited to the gross amount of the Education Services Fees paid to Private Teacher by The Open Primary.

ARTICLE 8 – TERMINATION OF AGREEMENT

8.1 **Termination Following Insufficient Payments of First Instalment of Education Services Fees.** The Private Teacher may terminate this agreement immediately where only 5 or less parents /students complete the payment of the first instalment of the Education Services Fees by stipulated date.

8.2 **Election to Terminate.** Either Party shall be permitted to terminate this Agreement on 20 academic days prior written notice to the other Party at any time during of this Agreement by such Party, on the proviso that at least 75% of the Parents within the Class have given written notice

within 14 day period of each other and that Notice Period terms will apply on receipt of the notice from the Parent who brings the notifiers percentage to 75% of the parents within the Class.

8.3 Termination Following Reduction of Private Class Number to be 6 (six). The Private Teacher may terminate this agreement immediately after delivering services covered by the first instalment of the Education Services Fees where only 5 or less parents/students pay or commit to pay the second instalment of Education Services Fees by stipulated date.

8.4 Termination Following Failure By The Open Primary to Perform its Administrator Function. The Private Teacher shall be permitted to terminate this agreement with immediate effect if The Open Primary fails to pay the Private Teacher within seven (7) after the due dates set out in **Annexure A**.

8.5 Termination Following Completion of the Education Services. This Agreement shall terminate immediately once both Parties have fulfilled their obligations under this Agreement.

ARTICLE 9 – LIABILITY OF THE PARTIES:

Liability for Breach of Contract. It is understood that the Private Teacher and the Parents, individually and collectively, shall remain liable to one another for any breach of this Agreement with the Parties at all times having all legal remedies available to it at law

ARTICLE 10 – GENERAL CONTRACT PROVISIONS:

10.1 Currency. All amounts payable pursuant to this Agreement are expressed in and shall be paid in Singapore dollars.

10.2 Rights and Waivers. All rights and remedies of the Parties are separate and cumulative, and none of them, whether exercised or not, shall be deemed to be to the exclusion of any other rights or remedies or shall be deemed to limit or prejudice any other legal or equitable rights or remedies which either of the Parties may have.

10.3 Waiver. Any purported waiver of any default, breach or non-compliance under this Agreement is not effective unless in writing and signed electronically by the Party to be bound by the waiver. No waiver shall be inferred from or implied by any failure to act or delay in acting by a Party in respect of any default, breach or non-observance or by anything done or omitted to be done by the other Party. The waiver by a Party of any default, breach or non-compliance under this Agreement shall not operate as a waiver of that Party's rights under this Agreement in respect of any continuing or subsequent default, breach or non-observance (whether of the same or any other nature).

10.4 Severability. Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of the prohibition or unenforceability and shall be severed from the balance of this Agreement, all without affecting the remaining provisions of this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction.

10.5 Notices. Any notice required or permitted to be given under this Agreement shall be in writing and shall be properly given if personally delivered, delivered by electronic transmission or mailed by prepaid registered mail addressed as follows:

(a) to the Private Teacher: At the address set forth in the **Annexure B** or through The Open Primary communication platform.

(b) to the Parents: At the askus@theopenprimary.sg email address and or letters passed directly to Parents or deposited into students' bags or through The Open Primary communication platform or to such other address as the Parties may from time to time specify by notice given in accordance herewith. Any notice so given shall be conclusively deemed to have been given or made on the day of delivery, if personally delivered, or if delivered by facsimile transmission or mailed as aforesaid, upon the date shown on the facsimile confirmation of receipt or on the postal return receipt as the date upon which the envelope containing such notice was actually received by the addressee.

10.6 Time of Essence. Time shall be of the essence of this Agreement in all respects.

10.7 Successors and Assigns. This Agreement shall inure to the benefit of, and be binding on, the Parties and their respective heirs, administrators, executors, successors and permitted assigns. No Party shall assign or transfer, whether absolutely, by way of security or otherwise, all or any part of its, his or her rights or obligations under this Agreement without the prior consent of the other Party, which may be arbitrarily withheld.

10.8 Amendment. No amendment of this Agreement will be effective unless made in writing and signed by the Parties electronically.

10.10.9 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Republic of Singapore and the parties agree to submit to the non-exclusive jurisdiction of the courts of the Republic of Singapore.

10.10 Resolution of disputes And Jurisdiction:

a) Any dispute arising from or relating to the subject matter of this Agreement shall be finally settled by arbitration in Singapore using the English language in accordance with the Arbitration Rules and Procedures of Singapore, then in effect.

b) The prevailing party in any arbitration or other proceeding arising under this Agreement shall be entitled to receive reimbursement of its reasonable expenses (including reasonable attorneys' fees, expert witness fees and all other expenses) incurred in connection therewith.

c) Judgment upon the award so rendered may be entered in a court having jurisdiction or application may be made to such court for judicial acceptance of any award and an order of enforcement, as the case may be.

d) Notwithstanding the foregoing, each party shall have the right to institute an action in a court of proper jurisdiction for injunctive or other equitable relief pending a final decision by the arbitrator.

e) Both the parties agree that any cause of action arising out of or related to these terms (including, but not limited to, any services provided or made available therein) or this Agreement must commence within one (1) year after the cause of action arose; otherwise, such cause of action is permanently barred.

10.11 Counterparts. This Agreement may be executed in one or more counterparts and all such counterparts when executed and taken together will constitute this Agreement.

10.12 Contracts (Right of Third Parties) Act. A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act, Chapter 53B of Singapore, to enforce any term of this Agreement.

10.13 **Non-assignability:** Except as otherwise provided for within this Agreement, parent/parents shall not assign any of its rights or delegate any of its obligations under this Agreement to any third party without the express written permission of the other party. Any such assignment shall be deemed null and void.

10.14 **Force Majeure:** In the event that either party is unable to perform any of its obligations under this Agreement or to enjoy any of its benefits because of any Act of God, strike, fire, flood, governmental acts, orders or restrictions, Internet system unavailability, system malfunctions or any other reason where failure to perform is beyond the reasonable control and not caused by the negligence of the non-performing party (a “Force Majeure Event”), the party who has been so affected shall give notice immediately to the other party and shall use its reasonable best efforts to resume performance. Failure to meet due dates resulting from a Force Majeure Event shall extend such due dates for a reasonable period. However, if the period of nonperformance exceeds sixty (60) days from the receipt of notice of the Force Majeure Event, the party whose ability to perform has not been affected may, by giving written notice, terminate this Agreement effective immediately upon such notice or at such later date as is therein specified.

ARTICLE 11 – ELECTRONIC SIGNATURES:

11.1 This Standard Clause provides that parties may authenticate this agreement with an electronic signature. Each party agrees that the electronic signatures whether digital or encrypted, of the parties included in this Agreement are intended to authenticate this writing and to have the same legal force and effect as manual signatures.

11.2 Electronic signature means any electronic sound, symbol or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or e-mail electronic signatures.

ARTICLE 12 - ENTIRE AGREEMENT:

This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter of this Agreement and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written. There are no conditions, warranties, representations or other agreements between the Parties in connection with the subject matter of this Agreement (whether oral or written, express or implied, statutory or otherwise) except as specifically set out in this Agreement.

ARTICLE 13 - UNDERSTOOD, AGREED AND APPROVED:

Both the parties have carefully reviewed this contract and agree to and accept all of its terms and conditions.

14. SIGNATURES:

Signatures electronically executed by parties listed in **Annexure C**.

ANNEXURE A

1. SINGAPORE EDUCATIONAL LEVEL

Primary 2 (Two)

2. CAMPUS ADDRESS

3. FEES

Education Services Fee per Student for Academic Year (2017) – 7 student class	\$7,100.00 (Seven Thousand One Hundred Dollars)
Instalment 1 (Due 8 January 2017)	\$3,214.00
Instalment 2 (Due 10 April 2017)	\$2,500.00
Instalment 3 (Due 10 August 2017)	\$1,386.00
ADJUSTED Education Services Fee per Student for Academic Year (2017) on prospective pro-rated – if additional students join the private class after execution of this agreement:	
- 9 students	\$6,780.00
- 8 students	\$6,940.00
- 7 students	\$7,100.00
- 6 students	\$7,300.00
Decrease/Increase in fees for the students enrolled at the time of change in number of students will be deducted from Instalment 3	
Due dates for payment of fees to Private Teacher by The Open Primary	4 February 2017, 4 March 2017, 8 April 2017, 6 May 2017, 8 July 2017, 12 August 2017, 16 September 2017, 14 October 2017, 18 November 2017
Relief Teacher Fees (per day)	Up to,
- 5.0 Hours	\$337.50
- 3.5 Hours	\$236.25
- 3.0 Hours)	\$202.50
Deduction from Education Fee for Private Teacher Absence in Excess of 12 days/48 hours	Up to,
- 5 Hours	\$337.50
- 3.5 Hours	\$236.25
- 3.0 Hours)	\$202.50
Student Care Fees	
- Within the first 15 minutes (beyond 15 minutes grace period)	\$15.00
- Every subsequent block of 15 minutes	\$25.00

ANNEXURE B

Parent's NRIC/FIN	Child's Full Name	Child's Birth Certificate Number

ANNEXURE C

SIGNATURES

Private Teacher's Name and NRIC	Signature	Date

Parent's Name	Signature	Date

First XV Tutorial Centre Pte Ltd Accepts Appointment as Administrator of Education Services Fees

Authorised Signatory	Signature	Date
Andrew Marimo Kagoro (Director)		