

Nassaly Online Tutoring Agreement

Nassaly is wholly-owned by Nassaly LLC, Azerbaijan

A Non-Exclusive Agreement for Spanish Online Tutoring Services between Nassaly and an Independent Individual Language Contractor

I, Juan Carlos Baez Nieto, in my role as a Nassaly teacher, represent, warrant and agree to the following terms and conditions:

1. PROVISION OF ONLINE SPANISH TUTORIAL SERVICES

- I guarantee that I can provide quality online face to face Spanish instruction / tutoring via ZOOM platform and that I am fully qualified to offer such services on the basis of my education, tutoring skills and / or work experience.
- I agree to work from home or any other location using my own computer with a LAN-cable providing at least 5 mbps Internet connection to deliver my tutoring services.
- I agree that each lesson I conduct should be recorded on the ZOOM platform from start to finish for learners, Nassaly Administration tracking, monitoring and remuneration purposes.
- I agree that Nassaly shall not be held liable for any cost directly or indirectly arising from, related to or associated with my use and upkeep of my computer, the Internet, video conferencing, hardware, software, or any other related means or materials related to delivery of my tutoring services.

2. CONTRACTUAL SERVICE AGREEMENT

- I understand that this is a contract service and that this agreement will not result in a full-time nor a part-time staff position nor will it constitute an employee-employer relationship with Nassaly.
- Any tax or transfer deduction (outside of Azerbaijan) will be deducted from my account.
- This contract will last for three months and will automatically be renewed on a rolling basis unless explicitly specified in writing by the Teacher or Nassaly.

3. Special Qualifications for Teacher Members

In addition to meeting the general qualifications for membership, teacher members shall submit the following written information to this company for review:

1. Personal curriculum vitae of the teacher member and relevant evidence of included information
2. Teaching video of the teacher member or introduction video
3. Various certificates or relevant evidence regarding the language teaching profession of the teacher member

This company shall review any information the teacher member has provided and has the right to judge this teacher on competence. In case of doubt regarding the authenticity of the information or when the information is incomplete, this company may request the teacher member to provide additional information.

4. The Proposed Conflict Settlement

If there is refund dispute resulting from any lesson agreement, with the exception of written requests by student members or teacher members, it will be dealt with according to company conflict resolution procedures. Requests need to be advanced within 15 days after the dispute occurred. Non-compliant requests or requests that are not within the said deadline may be refused by this company.

After this company receives a request by one of the parties, it shall notify the other party of the teaching agreement as soon as possible

5. TEACHER LEVEL & REMUNERATION

- I understand that given the fluency, grammar level, teaching experience, and certification, teachers are designated as Language Tutors, Experienced Instructors, and Professional Teachers; with basic hourly rates **\$10**, **\$12** and at most **\$15** respectively (A class lasts for 60 minutes).

I work as a Language tutor at Nassaly for first 3 months and later with evaluation and feedbacks from students Nassaly decides to increase the hourly rate.

In the group lessons, there are 4-5 learners at most and 2 learners at least. If there are 2-5 learners, teacher gets= **\$10/hour**, mostly there will be 2 learners in each group. If some students withdraw the lessons and only one student is left, the Nassaly company transfers that student to another Nassaly teacher group or hourly rate is **\$7/hour** for one left student in a group. **Teacher decides it** to teach at that rate or transfer it to another teacher at Nassaly.

Teacher gets **\$10/hour** for one-to-one classes (individual classes).

- I agree that I will be compensated if a first-time student joins the 60-min. Free Trial class. I also agree that I will not be compensated for a free trial lesson if the student does not join the group after trial lesson.

6. CONDUCTING TUTORIAL SESSIONS

- I agree to be fully prepared to conduct regular sixty-minute (60-min.) video conferencing tutoring sessions for registered Nassaly students.
- I agree that the number of lessons I can conduct per day shall be based on an open teaching schedule I make available to Nassaly from which students can book a time slot. The open schedule can be offered as early as one month prior to a target tutoring date.
- I agree that I cannot cancel a scheduled lesson once it is booked, without incurring a penalty.

7. STANDARDS OF CONDUCT

- I agree to add the key people relevant to my position on Skype, WhatsApp and would properly communicate with them.
- I agree to acknowledge and answer messages, such as but not limited to SMS, Electronic mail, private message, or chat which need replies within 48 working hours from receipt thereof.
- I guarantee that I will always adhere to the highest moral, ethical, legal and professional standards of conduct through all means of communication with all of Nassaly students and users.
- Should I become privy to certain personal information of Nassaly students in the course of my tutorials, I will never use any personal information obtained through my work in Nassaly for any illegal or immoral purposes.
- I agree to hold confidential all personal and other information of Nassaly students.
- I agree not to contact any Nassaly student or user for any reasons outside my professional duties without prior written authorization from Nassaly. Should there be a violation of this policy, I understand that Nassaly reserves the right to terminate my services unilaterally.

8. TEACHER EVALUATION

- I agree to be subject to a Teacher Evaluation by Nassaly students and Nassaly Quality Assurance Team. I understand Nassaly reserves the right to terminate my services unilaterally should I consistently be rated poorly.
- I agree to have my lessons monitored and recorded for quality assurance purposes.
- Nassaly will provide online training and conduct live training sessions for the teachers to equip us with the appropriate skills and techniques used in conducting online lessons.
- Nassaly will conduct regular standard lesson checks to ensure that the Nassaly teaching standards are met.

9. CANCELLED & MISSED CLASSES

- I agree to always be on time for my monthly scheduled classes. I agree that if I am 5-10 minutes late for my class, I will be considered absent and the class will be considered missed.
- I agree to the following Nassaly guidelines on cancellation of & missed classes:

1. If I miss a scheduled Private/Group/Level Check class, I will incur 1 deduction equivalent to my rate per lesson and 1 strike on my Nassaly account. I agree that I will incur this penalty regardless of:
 - a. the reason I missed the booked class
2. If a student cancels a booked class with me within 12 hours before the scheduled class, I will be compensated for that class.
3. If a student cancels a booked class with me more than 12 hours before the scheduled class, I will not be compensated for that class.

10. CONSIDERATION

- For the services I render, I agree that payouts are being conducted manually on 1st-5th and end of each month at the rate according to the category I was assigned in for every successfully completed sixty minute (60-min) tutoring session.
- I agree to be paid through Paypal or Payoneer or card-to-card.

11. ONLINE TEACHING MODULES

- I agree to use online teaching modules prepared by myself.
- I agree that Nassaly reserves the right to make changes to its website, its services and the terms and conditions that shall govern its services at any time, and I hereby fully accept these and any future terms and conditions

NON EXCLUSIVITY

- I understand that this agreement is non-exclusive and I am free to work for other employers while providing online English tutoring services for Nassaly students.

12. TERMINATION OF SERVICES

- Both parties are entitled to the termination of this Agreement by written notice.
- Nassaly may terminate the contract of each teacher unilaterally with immediate effect.
- All Nassaly Teachers are required to give a 30-day prior notice in writing for their resignation to take effect, unless otherwise specified in writing by Nassaly management.

- During this time, they are required to continue teaching their scheduled classes however; they may ask to close out unbooked remaining availabilities on the platform.
- Prior to finally ending their contract, it is the teacher's responsibility to tell the company, and from that time on there will be no more availabilities listed on the platform, beyond their date of termination. The teacher's account will be deactivated on the termination date and all future booked class will be automatically transferred.

Failure to do any of the above points will result in the withholding of outstanding payments.

• Nassaly retains the right to terminate the services of a teacher unilaterally on the following grounds (although not limited to the following):

- Teaching or communicating directly to Nassaly students outside posted schedule
- Inappropriate moral behavior to students and other parties
- Five (5) counts of "strikes"
- Severe complaint from student
- Poor average student evaluation ratings and reviews
- Poor performance in internal quality assurance reviews
- Passing on student information to other parties
- Giving my personal information or asking for the student's personal information for any personal gain such as asking for the student's email address or phone number without any written consent from Nassaly Management and using this information to conduct classes outside of Nassaly. Talking about politics and religions or using violence, sexuality related videos, text during the class
- Letting another person teach my class using my account without any written consent from Nassaly Operations
- Business reasons

If there are any uncertainties regarding any items described in this agreement, please contact our customer service center in written form. This company has the right to refuse to reply to any ambiguities that are not brought to light in aforesaid procedure.

EFFECTIVITY DATE

- The agreement will take immediate effect on November 1, 2020.

I have read and I understand the policies, terms and conditions stated above thoroughly. I agree to sign to abide by the policies and provisions stated in this Agreement.

The Bank Details and Addresses of Service Provider:

"Service Provider": NASSALY LLC

Address: Mahammad Hadi 130, Baku, Azerbaijan

Tax Identification Number: 9900003611

Bank: KapitalBank ASC Bravo 3 branch

IBAN: AZ77AIB41050018401426518218

Account number: AZ69AIB40160018400818853218

SWIFT: AIBAZ2X

Signature:



. The Bank Details and Addresses of Tutor:

"Customer"(tutor):

Address: _____

Bank address: _____

Tax Identification Number: _____

Bank: Paypal

Account number: juanca-baez@hotmail.com

SWIFT: _____

Signature:

