

## CONSULTING AGREEMENT

Effective \_\_\_6/14\_\_\_, 2016, \_\_\_ Caitlin Davenport\_\_\_ (“Consultant”) and VIPKID HK Ltd. (“Company”) agree as follows:

### 1. **Services; Payment; No Violation of Rights or Obligations.**

Consultant agrees to undertake and complete the Services (as defined in **Exhibit A**) in accordance with and on the schedule specified in **Exhibit A**. As the only consideration due Consultant regarding the subject matter of this Agreement, Company will pay Consultant in accordance with **Exhibit A**. Unless otherwise specifically agreed upon by Company in writing (and notwithstanding any other provision of this Agreement), all activity relating to Services will be performed by and only by Consultant. Consultant agrees that it will not (and will not permit others to) violate any agreement with or rights of any third party or, except as expressly authorized by Company in writing hereafter, use or disclose at any time Consultant’s own or any third party’s confidential information or intellectual property in connection with the Services or otherwise for or on behalf of Company.

### 2. **Ownership Rights; Proprietary Information; Publicity.**

- a) Company shall own all right, title and interest (including all intellectual property rights of any sort throughout the world) relating to any and all inventions, works of authorship, designs, know-how, ideas and information made or conceived or reduced to practice, in whole or in part, by or for or on behalf of Consultant during the term of this Agreement that relate to the subject matter of or arise out of or in connection with the Services or any Proprietary Information (as defined below) (collectively, “Inventions”) and Consultant will promptly disclose and provide all Inventions to Company. Consultant hereby makes all assignments necessary to accomplish the foregoing ownership. Consultant shall assist Company, at Company’s expense, to further evidence, record and perfect such assignments, and to perfect, obtain, maintain, enforce and defend any rights assigned. Consultant hereby irrevocably designates and appoints Company as its agents and attorneys-in-fact, coupled with an interest, to act for and on Consultant’s behalf to execute and file any document and to do all other lawfully permitted acts to further the foregoing with the same legal force and effect as if executed by Consultant and all other creators or owners of the applicable Invention.
- b) Consultant agrees that all Inventions and all other business, technical and financial information (including, without limitation, the identity of and information relating to customers or employees or other Company’s consultant) developed, learned or obtained by or on behalf of Consultant during the period that Consultant is to be providing the Services that relate to Company or the business or demonstrably anticipated business of Company or in connection with the Services or that are received by or for Company in confidence, constitute “Proprietary Information.” Proprietary information also includes information received in confidence by the Company from its customers or suppliers or other third parties. Consultant shall hold in confidence and not disclose or, except in performing the Services, use or permit to be used any Proprietary Information. However, Consultant shall not be

obligated under this paragraph with respect to information Consultant can document is or becomes readily publicly available without restriction through no fault of Consultant, provided that Consultant must promptly notify Company of any knowledge of the same. Upon termination or as otherwise requested by Company, Consultant will promptly provide to Company all items and copies containing or embodying Proprietary Information, except that Consultant may keep its personal copies of its compensation records and this Agreement. Consultant also recognizes and agrees that Consultant has no expectation of privacy with respect to Company's telecommunications, networking or information processing systems (including, without limitation, stored computer files, email messages and voice messages) and that Consultant's activity, and any files or messages, on or using any of those systems may be monitored at any time without notice.

- c) As additional protection for Proprietary Information, Consultant agrees that during the period over which it is to be providing the Services and for one (1) year thereafter, Consultant will not directly or indirectly encourage or solicit any employee or consultant of Company to leave Company for any reason.
- d) To the extent allowed by law, Section 2(a) and any license granted Company hereunder includes all rights of paternity, integrity, disclosure and withdrawal and any other rights that may be known as or referred to as "moral rights," "artist's rights," "droit moral," or the like (collectively, "Moral Rights"). Furthermore, Consultant agrees that notwithstanding any rights of publicity, privacy or otherwise (whether or not statutory) anywhere in the world, and without any further compensation, Company may and is hereby authorized to (and to allow others to) use Consultant's name and group photographs, video and/or audio recordings documenting Consultant in activities relating to the provision of Service set out in this Agreement in connection with promotion of its business, products or services. To the extent any of the foregoing is ineffective under applicable law, Consultant hereby provides any and all ratifications and consents necessary to accomplish the purposes of the foregoing to the extent possible and agrees not to assert any Moral Rights with respect thereto. Consultant will confirm any such ratifications and consents from time to time as requested by Company. If any other person is in any way involved in any Services, Consultant will obtain the foregoing ratifications, consents and authorizations from such person for Company's exclusive benefit.
- e) If any part of the Services or Inventions or information provided hereunder is based on, incorporates, or is an improvement or derivative of, or cannot be reasonably and fully made, used, reproduced, distributed and otherwise exploited without using or violating technology or intellectual property rights owned by or licensed to Consultant (or any person involved in the Services) and not assigned hereunder, Consultant hereby grants Company and its successors a perpetual, irrevocable, worldwide royalty-free, non-exclusive, sub-licensable right and license to exploit and exercise all such technology and intellectual property rights in support of Company's exercise or exploitation of the Services, Inventions, other work or information performed or provided hereunder, or any assigned rights (including any modifications, improvements and derivatives of any of them).

### **3. Warranties and Other Obligations.**

Consultant represents, warrants and covenants that: (i) the Services will be performed in a professional and workmanlike manner and that none of such Services nor any part of this Agreement is or will be inconsistent with any obligation Consultant may have to others; (ii) all work under this Agreement shall be Consultant's original work and none of the Services or Inventions nor any development, use, production, distribution or exploitation thereof will infringe, misappropriate or violate any intellectual property or other right of any person or entity (including, without limitation, Consultant); (iii) Consultant has the full right to allow it to provide Company with the assignments and rights provided for herein (and has written enforceable agreements with all persons necessary to give it the rights to do the foregoing and otherwise fully perform this Agreement); (iv) Consultant shall comply with all applicable laws and Company safety rules in the course of performing the Services; and (v) if Consultant's work requires a license, Consultant has obtained that license and the license is in full force and effect.

#### **4. Conflicts of Interest.**

- a) Consultant agrees that Consultant will not engage in any activity that is in any way competitive with the business of Company, and Consultant will not assist any other person or organization in competing or in preparing to compete with any business of Company. Without limiting the foregoing, Consultant may perform services for other persons, provided that such services do not represent a conflict of interest or a breach of Consultant's obligation under this Agreement or otherwise.
- b) Consultant represents and warrants that Consultant has no outstanding agreement or obligation that is in conflict with any of the provisions of this Agreement, or that would preclude Consultant from fully complying with the provisions hereof, and further certifies that Consultant will not enter into such conflicting agreement during the term of this Agreement.

#### **5. Termination.**

- a) Consultant may terminate this Contract with reasonable justification, provides two weeks advance written notice.
- b) Company may terminate this Contract without prior notice for any of the following reason: (i) Consultant breaches a material provision of this Contract; (ii) Consultant is found unsuitable for the position; (iii) Consultant engages in misconduct (including any illegal activity during or outside of class hours) or any activity or actions that, in the reasonable opinion of Company may injure or tend to injure Company or the reputation of Company; (iv) Consultant displays poor teaching quality and consistently receives low feedback scores from students and parents; (v) Consultant does not provide the necessary tools to teach stable, high quality classes; (vi) Consultant's number of class cancellations (as stipulated in the Company's *Attendance Policy*) exceeds six during the term of this agreement.

#### **6. Relationship of the Parties; Independent Contractor; No Employee Benefits; Taxes; Indemnification.**

Notwithstanding any provision hereof, Consultant is an independent contractor and is not an employee, agent, partner or joint venturer of Company and shall not bind nor attempt to bind Company to any contract. Nothing in this Agreement shall be interpreted or construed as creating or establishing a relationship of employer and employee between Company and Consultant, or any employee or agent of Consultant. Consultant shall accept any directions issued by Company pertaining to the goals to be attained and the results to be achieved by Consultant, but Consultant shall be solely responsible for the manner and hours in which the Services are performed under this Agreement. Consultant shall not be eligible to participate in any of Company's employee benefit plans, fringe benefit programs, group insurance arrangements or similar programs. Company shall not provide workers' compensation, disability insurance, Social Security or unemployment compensation coverage or any other statutory benefit to Consultant. Consultant acknowledges and agrees that Consultant is obligated to report as income all compensation received by Consultant pursuant to this Agreement, and Consultant agrees to and acknowledges the obligation to pay all taxes, including without limitation all federal and state income tax, social security taxes and unemployment, disability insurance and workers' compensation applicable to Consultant and any person who performs Services in connection with this Agreement, and that Consultant will not be eligible for any employee benefits (nor does Consultant desire any of them) and expressly waives any entitlement to such benefits.

**7. Indemnification.**

Consultant agrees to indemnify and hold the Company, its affiliates and their respective directors, officers, agents and employees harmless to the extent of any obligation imposed on the Company (i) to pay withholding taxes or similar items or (ii) resulting from Consultant's being determined not to be an independent contractor. Consultant further agrees to indemnify and hold the Company, its affiliates and their respective directors, officers, agents and employees harmless from and against all claims, demands, losses, damages and judgments, including court costs and attorneys' fees, arising out of or based upon any breach or alleged breach by Consultant of any representation, warranty, certification, covenant, obligation or other agreement set forth in this Agreement.

**8. Assignment.**

This Agreement and the services contemplated hereunder are personal to Consultant and Consultant shall not have the right or ability to assign, transfer or subcontract any rights or obligations under this Agreement without the written consent of Company. Any attempt to do so shall be void. Company may fully assign and transfer this Agreement in whole or part.

**9. Notice.**

All notices under this Agreement shall be in writing and shall be deemed given when personally delivered, or three days after being sent by prepaid certified or registered U.S. mail to the address of the party to be noticed as set forth herein or to such other address as such party last provided to the other by written notice.

**10. Mutual Agreement to Arbitrate Claims.**

Any dispute, controversy or claim arising out of or in relation to this Agreement, including the validity, invalidity, breach or termination thereof, shall be governed by the laws of Hong Kong, and shall be submitted to the Hong Kong International Arbitration Centre for arbitration. The arbitral proceedings shall be conducted in English.

**11. Miscellaneous.**

- a) Any breach of Section 2 or 3 will cause irreparable harm to Company for which damages would not be an adequate remedy, and therefore, Company will be entitled to injunctive relief with respect thereto in addition to any other remedies.
- b) The failure of either party to enforce its rights under this Agreement at any time for any period shall not be construed as a waiver of such rights. No changes or modifications or waivers to this Agreement will be effective unless in writing and signed by both parties.
- c) In the event that any provision of this Agreement shall be determined to be illegal or unenforceable, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable.
- d) This Agreement shall be governed by and construed in accordance with the laws of Hong Kong.
- e) This Agreement constitutes the entire agreement and understanding between the Parties with respect to the subject matter herein and supersedes all prior written and oral agreements, discussions, or representations between the Parties. Consultant represents and warrants that it is not relying on any statement or representation not contained in this Agreement. To the extent any terms set forth in any exhibit or schedule conflict with the terms set forth in this Agreement, the terms of this Agreement shall control unless otherwise expressly agreed by the Parties in such exhibit or schedule.
- f) Headings are used in this Agreement for reference only and shall not be considered when interpreting this Agreement.
- g) In any court action at law or equity that is brought by one of the Parties to this Agreement to enforce or interpret the provisions of this Agreement, the prevailing Party will be entitled to reasonable attorneys' fees, in addition to any other relief to which that Party may be entitled.
- h) This Agreement may be signed in two counterparts, each of which shall be deemed an original, with the same force and effectiveness as though executed in a single document.

*[Signature Page Follows]*

[Signature Page]

VIPKID HK Limited

Date: 6/14/2016



CONSULTANT

Name: \_\_\_\_\_

Date: \_\_\_\_\_

## EXHIBIT A

### **1. SERVICES and TERM of AGREEMENT**

The term during which Consultant will provide services under this Agreement will be for six (6) months, from \_\_\_6/20\_\_\_, 2016 to \_\_\_12/31\_\_\_, 2016, unless extended in writing by the parties or terminated earlier under Section 5 above, whichever occurs first.

This Contract shall remain valid as long as Consultant passes training and practicum sessions. In case Consultant does not pass training and practicum stages within given expectations and deadlines, the contract will be terminated automatically.

The services (the “Services”) to be provided by Consultant will consist of the following:

- Teaching online classes using the Company platform (class time shall be 25 minutes of teaching time including time spent correcting IT issues. Teaching time and technical difficulties may not extend past the 28<sup>th</sup> minute of the time slot); and
- Providing deliverables in a timely manner. Any class for which feedback/unit assessment reports are not submitted in a timely manner shall be considered incomplete and therefore do not qualify for payment. Detail requirements and deadline for submitting is as follow:

<b>Item</b>	<b>Time Frame/ Details</b>
Major Course class feedback	12 hours
Trial class feedback	Immediate
Unit Assessments	12 hours
Student Interview Reports (only applicable to Assessment teachers)	12 hours
Teaching Schedule	4 weeks in advance
Cancellations (24-2 hours prior notification)	6 maximum including no-shows; 3 classes per cancellation; 2 maximum cancellations per day; 2 USD per cancellation taken from total monthly bonus
No-shows (2-no prior notification)	6 maximum including cancellations; 3 classes per no-show; 2 maximum no-shows per day; 10 USD per no-show taken from total monthly bonus
Teacher IT problems	Resolved quickly with assistance from VIPKID staff

## **2. DUTIES AND RESPONSIBILITIES**

- 2.1 Consultant will commit to a minimum of 15 class periods of availability per week (7.5 hours) for a total of 60 classes per month.
- 2.2 Consultant shall confirm his/her monthly availability four weeks in advance and will receive a schedule in the VIPKID Teacher's Portal from Company 24 hours in advance of any class booking.
- 2.3 15 class periods per week/60 class periods per month should be marked available in the following peak class times. All times are in GMT +8 (Beijing time):
  - School Year Peak Times: Monday-Friday, all classes between 6:00PM-10:00PM; Saturday-Sunday all classes between 9:00AM-11:00AM/ 6:00PM-10:00PM
  - Summer Vacation Peak Times (approximately July & August): Monday-Sunday, all classes between 9:00AM-11:00AM/ 6:00PM-10:00PM
- 2.4 Consultant may be asked to teach a class at short notice as a substitute teacher. A short notice class, or class booked for the teacher with less than 24 hours' notice, will be compensated with a 2USD bonus.
- 2.5 Consultant will not be required to take any class with less than 24 hours' notice.
- 2.6 Company may change Trial class students with no notice to the teacher. Company may not book a time slot provided by Consultant for Trial class with less than 24 hours' notice.

## **3. FEES**

In exchange for performance of the Services, the Company will pay Consultant a fee on a per-class basis, details are as follows:

- 3.1 Consultant's base fee is   8   USD per class.
- 3.2 Consultant is entitled to additional fee of up 2 USD per class according to following rules:
  - i. One dollar per class shall be directly related to teacher attendance, in addition:
    - Failure to show up for a previously scheduled class with less than 24 hours but more than 2 hours prior notification, also known as a class cancellation, shall result in a deduction of 2USD per effected class from the fee payment;



- Failure to show up for a previously scheduled class with less than 2 hours or no prior notification, also known as a no-show, shall result in a deduction of 10USD per effected class from the total monthly bonus.
- ii. One dollar per class shall be directly related to number of finished classes per month:
- For completing 45 classes per month, Consultant shall be awarded 1USD per class finished as scheduled/student no show/student IT problem/system problem.
  - For completing 30 classes per month, Consultant shall be awarded 0.5USD per class finished as scheduled/student no show/student IT problem/system problem.
- 3.3 Consultant will be paid 100% of the class payment for regular classes cancelled by the student within 24 hours of the class start time. Consultant will not receive a payment for classes cancelled with more than 24 hours' notice.
- 3.4 For Trial classes, Consultant will be paid 50% for student no-shows and student IT problems.
- 3.5 If a class is cancelled and another booked in the same time slot, Consultant shall be paid for the class with the highest pay rate.
- 3.6 Consultant will not be paid for classes cancelled due to teacher-related technical issues, teacher cancellation or teacher no-show.

#### **4. FEE PAYMENT**

- 4.1 Service fee will be monthly paid to Consultant no later than the 15th of the following month.
- 4.2 Consultant is responsible for providing Company with personal banking information no less than 10 days prior to pay day for a given month. Late or incomplete submission of information will result in salary for that month being delayed until the following month.
- 4.3 If a receiving fee is charged by the Consultant's bank when receiving the fee, the Company agrees to compensate Consultant this bank fee charge for up to 12 USD per month. The Company may request Consultant to provide evidence of such charging. If Consultant fails to provide such evidence, the Company may refuse to pay the compensation.
- 4.4 Failure to provide Service as set out in Section 1 of this Exhibit A fully will result in no-payment of the said class.

#### **5. ATTENDANCE**

Consultant shall abide Company's Attendance Policy as set out in Company's website which will be subject to changes from time to time at Company's discretion.

## **6. NECESSARY CONDITIONS**

- 6.1 Consultant shall be responsible to provide well-functioning tools at his/her own cost to teach in the online classroom including but not limited to microphone, camera, computer, and Internet connection of adequate speed.
- 6.2 Consultant will be required to upgrade said tools if contacted by Company about malfunctioning hardware.
- 6.3 Company understands that Internet issues and technological problems happen without notice, and will deal with these issues on a case-by-case basis respectfully, giving Consultant time to resolve situations as they occur. Reoccurring issues that directly affect the classroom environment may result in termination of this Contract.