

AGREEMENT

BETWEEN:

Adams Academy Inc. Ltd
71-75 Shelton Street
Covent Garden
London WC2H 9JQ
Company Registration Number: 10647280

AND

Instructor
Jamie Adams

Effective Date: May 17, 2017

WHEREAS Adams Academy Inc. Ltd (hereinafter referred to as 'Adams Academy') and Instructor entered into the agreement on the terms and conditions hereinafter set forth;

WHEREAS, Adams Academy produces and provides education, training and skills courses to students/users/subscribers/customers (hereinafter referred to as 'student'). It provides necessary platform, support and customer care to the students;

WHEREAS Instructor makes courses and intends to become the instructor of Adams



Academy on profit sharing basis for the sale of the courses. Instructor is the teacher of the courses;

AND WHEREAS Instructor and Adams Academy (hereinafter referred to individually as 'Party' and collectively as 'Parties') intends to enter a commercial relationship under which Parties share the profit for the courses sold;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the premises and the mutual covenants, agreements and conditions herein contained, it is hereby covenanted, agreed and declared by and among the Parties as follows:

1. **Course Delivery, Listings, Selling, Usage & Manage:** Instructor will provide Adams Academy the full contents, materials, images and videos with relevant details of the courses in the format prescribed by Adams Academy. Adams Academy will publish and list the course on its websites and on various advertising sites. Instructor hereby grants Adams Academy the right and license to sell, reproduce, distribute, publicly perform, offer, market and otherwise use the courses to the students and for these purposes directly or through third parties. Adams Academy will be exclusively responsible for assessment of the students and will provide all necessary customer care, support, information, certifications to the students. Instructor hereby agrees that Adams Academy may record all or any part of any courses (including voice chat communications) for quality control and delivering, marketing, promoting, demonstrating or operating the services. Instructor hereby grants Adams Academy permission to use instructor's name, likeness, image or voice about offering, delivering, marketing, promoting, demonstrating, and selling the courses, content and submitted content and waive all rights of privacy, publicity, or any other rights of a similar nature in connection therewith, to the extent permissible under applicable law. Instructor has the right to amend, update and/or remove any course or any content of a course at any time as he/she thinks fit.
2. **Course Pricing:** Adams Academy will be free to determine, increase the price or



offer discounts and promotions on any course itself and with other courses of different instructors.

3. **Revenue, Costs & Profit:** Sale price of a course excluding VAT is Revenue. The amount after deducting the Costs from Revenue will be the Profit. When a course is sold from Adams Academy's website, the Costs will be considered as 35% of the Revenue. When a course is sold by any 3rd party, the net Revenue paid to Adams Academy by the 3rd party will be the Profit. Only for the purpose of this Agreement the terms **Revenue**, **Costs** and **Profit** are defined as stated above in this section.
4. **Profit Share:** Profit will be equally shared (50% each) between the Parties.
5. **Payment:** Adams Academy will pay Instructor's share of profit from all course sales in each month, at the end of the month following the month in which the sales took place.
6. **Instructor Account:** Instructor will have an online portal with Adams Academy, from which full sales of the instructor's courses can be viewed.
7. **Student ownership:** All students of the courses will be the students of Adams Academy and it will have the full ownership of each student.
8. **Contractual Relationship:** Instructor will be directly contracting with Adams Academy. Adams Academy may however utilize its other subsidiaries to facilitate the services. Instructor's contract remains strictly with Adams Academy.
9. **Relationship with Students:** Instructors do not have a direct contractual relationship with students. The only information instructor will receive about students is what is provided to instructor by Adams Academy.



10. Instructor's specific obligations:

- Instructor agrees that he/she owns or has the necessary licenses, rights, consents, and permissions, and the authority to authorize Adams Academy to sell, reproduce, distribute, publicly perform (including by means of a digital audio transmission), publicly display, communicate to the public, promote, market and sell, otherwise use and exploit the courses or any of content of the courses.
- No content on any course shall infringe or misappropriate any intellectual property right of a third party;
- Instructor has the required qualifications, credentials and expertise, including without limitation, education, training, knowledge, and skill sets, to teach and offer the courses and services of instructor;
- Instructor will not post or provide any illegal, inappropriate, offensive, racist, hateful, sexist, pornographic, false, misleading, incorrect, infringing, defamatory or libelous content or information on any course;
- Instructor will not upload, post or otherwise transmit any unsolicited or unauthorized advertising, promotional materials, junk mail, spam, chain letters, pyramid schemes or any other form of solicitation (commercial or otherwise) through the services or to any student;
- Instructor will not use the services for any business other than for providing tutoring, teaching and instructional services for and to the students;
- Instructor will not engage in any activity that will require Adams Academy to obtain any licenses from or pay any royalties to any third party, including, by way of example and not limitation, the payment of royalties for the public performance of any musical works or sound recordings;
- Instructor will not copy, modify, distribute, reverse engineer, deface, tarnish, mutilate, hack, or interfere with Company Content and/or the Services or operations thereof, except as permitted by the terms and conditions of this agreement;



- Instructor will not frame or embed the services in a manner to embed a free coupon version of the course or other similar functionality intended to circumvent the services;
 - Instructor will not impersonate another person or gain unauthorized access to another person's Account;
 - Instructor's use of the services is subject to Adams Academy's approval;
 - Instructor will not introduce any virus, worm, spyware or any other computer code, file or program that may or is intended to damage or hijack the operation of any hardware, software or telecommunications equipment, or any other aspect of the services or operation thereof; scrape, spider, use a robot or other automated means of any kind to access the services;
 - Instructor will not interfere with or otherwise prevent other Instructors from providing their services or Courses;
11. **Refunds:** Instructor hereby acknowledges and agrees that students have the right to receive a refund, as set forth in Adams Academy's Refund Policy. Neither Instructors nor Adams Academy shall receive any payments, fees or commissions for any transactions for which a refund has been granted by Adams Academy. If a student requests a refund for a course after Adams Academy has sent an Instructor payment for that course, Adams Academy reserves the right to either (1) deduct the amount of such refund (only the amount previously paid to the Instructor) from the next payment to be sent to that Instructor, or (2) require that Instructor to refund any amounts previously paid to the Instructor.
 12. **Taxes:** Instructor understand and agrees that he/she is responsible for any taxes, VAT, duties on the income. Instructor will indemnify and hold Adams Academy harmless against all claims by any tax authority for any underpayment of VAT, and any penalties and/or interest thereon on Instructor Revenue/Profit or otherwise.
 13. **Intellectual Property:** Each party retains full ownership of their own intellectual property. In respect of Courses from Instructor to Adams Academy, Instructor hereby grants a royalty-free, perpetual, irrevocable, non-exclusive right and license to use, reproduce, publish, sell, advertise, distribute and



communicate the Courses.

14. **Representation and Warranties:** Each Party represents and warrants that: (a) it has all the necessary legal, corporate power and authority to enter into this Agreement, to carry out its obligations hereunder and to grant the rights herein granted; (b) it will conduct business in a manner that reflects favorably on the other Party and its products and services; and (c) it will comply with all applicable national, state and local laws, policies and regulations in its performance of this Agreement.
15. **Confidentiality:** Both Parties undertakes to hold all Confidential Information in the strictest confidence and will not during (or at any time after the termination of) the agreement directly or indirectly use, disclose or divulge any Confidential Information other than in the proper performance of the Services or make unauthorized use of any Confidential Information and will use their best endeavors to prevent such disclosure, publication or use.
16. **Indemnification:** Each Party shall indemnify, defend and hold harmless the other Party, its employees, representatives, agents, directors, officers and shareholders, from and against damages, liability, loss or expenses (including all court costs, reasonable expenses and reasonable legal fees) incurred because of third party claims resulting from its breach of any representation or warranty contained in this Agreement. A Party will be entitled to indemnification only if (a) it promptly notifies the other Party in writing of a claim in sufficient detail to enable the other Party to evaluate the claim (provided, however, that the failure to provide prompt notice shall only relieve the indemnifying party from its obligations under this Agreement to the extent that such late notice prejudiced either Party's defense or resulted in increased damages, liability, loss or expense), (b) it grants the indemnifying party sole control of the defense and settlement of such claim, and (c) it cooperates in all reasonable respects, at the indemnifying party's cost and expense, with the investigation, trial and defense of such claim and any appeal arising therefrom. An indemnified party may nonetheless retain separate counsel of its own choosing at its own cost. To benefit from indemnification, a Party may not compromise any claim or enter any settlement without the written consent of



the indemnifying party.

17. Term and Termination:

a. Term: This Agreement shall commence upon the Effective Date and shall continue until terminated by either Party pursuant to subsection (b) of this Section below ("Termination").

b. Termination: This Agreement may be terminated by either Party, at any time, with or without cause, upon thirty (30) days prior written email notice to the other Party.

c. Continuity of Obligation: Any clause in this Agreement, which by its nature, shall remain applicable after termination of this agreement, will continue to be valid after termination, including, but not limited to confidentiality and profit sharing.

18. Miscellaneous:

a. Independent Contractor: Each Party shall be solely responsible to compensate any employees, agents or representatives employed or engaged by it to perform duties under this Agreement and for all taxes, duties and all charges of any governmental authority arising from its activities under this Agreement.

b. Governing Law: This Agreement shall be governed by and construed and enforced in accordance with the English Law without regard to its conflict of law principles.

c. Entire Agreement: This Agreement constitutes the entire agreement between the Parties concerning the subject matter hereof, and supersedes all prior and contemporaneous agreements, proposals, oral or written, and all other communications between the Parties with respect to the subject matter hereof. No Party is relying upon any warranties, representations, or



inducements not set forth herein.

d. Amendments to the terms: Both Parties acknowledge and agree that any of the terms or conditions of this Agreement may need to be amended, modified or waived for future need. However, no term or condition of this Agreement may be amended, changed, modified or waived except in a writing signed by the Parties that expressly refers to this Agreement and specifically states the term or condition to be amended, changed, modified or waived.

The Parties hereto entered into this Agreement on the Effective Date first above written.

Signed by the Instructor

Name: Jamie Adams

Signature: *Jamie Adams*
Jamie Adams (May 17, 2017)

Email: jamieadams717@gmail.com

Date: May 17, 2017

Signed for and on behalf of Adams Academy

Name: Saif Uddin Khaled

Signature: *Skhaled*
(Saif Uddin Khaled)

Date: May 17, 2017

