

AGREEMENT FOR EDUCATION STAFFING SERVICES

This Agreement For Education Staffing (this “Agreement”) is made on _____, between Zen Educate Inc., a Delaware corporation, (hereafter referred to as the “Zen”) and Brecksville-Broadview Heights City School District located at 6638 Mill Road, Brecksville, OH 44141 (hereafter referred to as the “District”).

RECITALS

- A. Zen provides a service and online technology platform (or phone call/email/text message before the Platform is fully functional) (the “Platform”) through which individuals including teachers, teaching assistants, cover supervisors, exam invigilators, substitute teachers, paraprofessionals, special education paraprofessionals, educational assistants, teacher aides, lunchroom supervisors, and other positions required in schools (collectively, “education professionals”) can connect with schools, school districts, charter management organizations and colleges (collectively, “Districts”) and where Districts can post open positions (“Assignments”) for which Education Professionals are needed.
- B. Districts can use the Platform (or phone call/email/text message before the Platform is fully functional) to search for and evaluate Education Professionals and Education Professionals can post individual profiles and search for and evaluate District Assignments. Districts may offer an Assignment to Education Professionals via the Platform (or phone call/email/text message before the Platform is fully functional). Education Professionals are free to accept or reject an Assignment and can communicate their decision via the Platform (or phone call/ email/text message before the Platform is fully functional).
- C. When an Education Professional indicates via the Platform (or phone call/email/text message before the Platform is fully functional) his or her acceptance of an Assignment, the Education Professional will be assigned to the District as an employee of Zen and an assignment fee (the “Assignment Fee”) is payable to Zen by the District.
- D. A District may identify an Education Professional, introduced via the Platform (or phone call/email/text message before the Platform is fully functional), as a suitable candidate for a direct hire (“Direct Hire”) position. Where the District engages an Education Professional on a Direct Hire basis, an introduction fee (the “Temp-to-perm Fee”) is payable to Zen by the District.
- E. A “Temp-to-perm” Fee is also payable to Zen by a District in situations when an Education Professional who has worked at such District on an Assignment is subsequently hired directly by the District. This fee ranges from \$1,500 to \$4,500 based on the educator’s qualifications. The temp-to-perm fee reduces by \$25 for certified teachers and \$20 all other roles, for each day worked.
- F. The fees charged by Zen under this Agreement are sometimes referred to as “Charges”.

In consideration of the premises and the mutual undertakings hereunder, the parties agree as follows:

- 1. Prior to publicizing profiles of Education Professionals on the Platform and prior to supplying an Education Professional for an Assignment, Zen will carry out background checks required for individuals working in Districts and colleges. Zen will communicate

relevant information to the relevant District prior to commencement of each relevant Assignment.

2. When posting an Assignment on the Platform, the District will provide details of:
 - (a) the date on which the District requires the Education Professional to commence work and the duration, or likely duration, of the work.
 - (b) the position which the District seeks to fill, including the type of work the Education Professional in that position would be required to do, the location at which, and the hours during which, the Education Professional would be required to work, and any risk to health or safety known to the District and what steps the District has taken to prevent or control such risks;
 - (c) the experience, training, qualifications and any authorization which the District considers are necessary, or which are required by law, or by any professional body, for the Education Professional to possess in order to work in the position; and
 - (d) any expenses payable to the Education Professional.
3. An agreed upon Assignment Fee shall be paid by the District in respect of each day of an Assignment.
4. The Temp-to-perm Fee shall range from \$1,500 to \$4,500 based on educator qualifications. This fee is payable when an Education Professional who has worked at a District on an Assignment is subsequently hired directly by the District or engaged through another staffing firm within twenty-four (24) weeks of the end of any of their Assignments with the District. This fee is reduced by \$25 for certified teachers and \$20 for all other roles, for each day an Education Professional works at the District.
5. Should the Education Professional leave his or her Direct Hire position within the first ten (10) weeks and was not previously assigned to the District by Zen (i.e., no rebate will apply if the Education Professional was previously assigned to the District), then the District is entitled to a rebate (which is a percentage of Introduction Fee) depending on the period of employment.

The period of employment rebate structure (% of Introduction Fee due) is outlined below:

- (a) Up to 2 weeks 75%
 - (b) Up to 4 weeks 50%
 - (c) Up to 6 weeks 25%
6. All Charges are subject to any applicable taxes.
7. If the District does not pay any Zen invoices when due, interest shall accrue on the unpaid balance at the rate of one and one-half percent (1-1/2) per month (or the highest rate permitted by law, if less) until paid in full. In addition, the District agrees to pay Zen's costs of collection, including its reasonable attorneys' fees and other professional fees (including expenses and court costs).
8. The District or Zen may terminate an Assignment without prior notice, but Zen strongly discourages the early termination of Assignments unless exceptional circumstances occur. Education Professionals depend on predictable schedules and reliable income. Early termination of Assignments without sufficient warning or reason causes undue inconvenience and provides Education Professionals with no income protection.

Accordingly, the District agrees to pay one day's Assignment Fee in respect of any confirmed Assignment canceled less than twenty-four (24) hours prior to the agreed commencement date, to enable payment to the Education Professional.

9. The District undertakes to supervise the Education Professional sufficiently to ensure the District's satisfaction with the Education Professional's standards of work. If the District reasonably considers that the services of the Education Professional are unsatisfactory, the District may terminate the Assignment either by instructing the Education Professional to leave the Assignment immediately, or by directing Zen to remove the Education Professional. Zen may, in its absolute discretion in such circumstances, reduce or cancel the Charges for the time worked by that Education Professional, provided that the District has notified Zen immediately that they have asked the Education Professional to leave the Assignment or the Assignment terminates:
 - (a) within four (4) hours of the Education Professional commencing the Assignment where the Assignment is for more than seven (7) hours; or
 - (b) within two (2) hours for Assignments of seven (7) hours or less.
10. During an Assignment, the District will confirm to Zen that the Education Professional has indeed worked on the Assignment but, in any case, it shall be assumed that the Education Professional has worked (and the District will be invoiced accordingly) unless the District immediately notifies Zen that no work has been carried out by the Education Professional on the day in question.
11. Zen shall invoice the District weekly in respect of all time worked on Assignments by all Education Professionals at that District during the preceding week and the District shall pay all invoices within thirty (30) business days of issuance.
12. Zen shall keep, and maintain for at least six (6) years following each Assignment, details of all Assignments and the Education Professionals working on them.
13. Educational Professionals are required to have on file a certification showing that staff that require frequent or prolonged contact with students have submitted to a tuberculosis risk assessment and if tuberculosis risk factors were identified, was examined and found to be free of infectious tuberculosis. If no risk factors are identified an examination is not required.
14. Educational Professionals will have direct contact with students. As required under Education Code Section 45125.1, subdivision (a), Zen shall advise Educational Professionals who will provide services pursuant to this Agreement to submit their fingerprints in a manner authorized by the Department of Justice together with a fee determined by the Department of Justice in order to conduct a criminal background check to determine whether such Educational Professionals have been convicted of or have charges pending for a felony as defined under Education Code Section 45122.1. Zen shall advise Educational Professionals it is not permitted to perform Program services that may come in contact with students under this Agreement until the Department of Justice has determined that the Educational Professional has not been convicted of a felony or has no criminal charges pending for a felony as defined in Section 45122.1.
15. While Zen makes commercially reasonable efforts to ascertain the skill, integrity and reliability of the Education Professionals, and to provide the same in accordance with the details provided by the District, no liability is accepted by Zen for any loss, expense, damage or delay arising from any failure to provide any Education Professional for all or

part of the Assignment or from the negligence, dishonesty, misconduct or lack of skill of the Education Professional, or if the Education Professional terminates the Assignment for any reason. For the avoidance of doubt, Zen does not exclude liability for death or personal injury arising from its own gross negligence or willful misconduct, or for any other loss which it is not permitted to exclude by law.

16. Education Professionals supplied by Zen are Zen's employees but are deemed to be under the supervision, direction and control of the District from the time they report to take up duties and for the duration of the Assignment. The District agrees to be responsible for all acts, errors or omissions of the Education Professional, whether willful, negligent or otherwise, as though the Education Professionals were on the payroll of the District.
17. The District will comply in all respects with all public health, safety and statutory provisions as are in force from time to time, including codes of practice and legal requirements to which the District is ordinarily subject in respect of the District's own staff (such as adequate liability insurance coverage).
18. Zen and the District agree that they will keep confidential all confidential information and take reasonable steps to ensure that their officers, employees and agents do not disclose confidential information except in the proper performance of their obligations under this Agreement.
19. Without prejudice to the generality of Section 18 above:
 - (a) All information relating to an Education Professional posted on the Platform or otherwise provided by Zen to the District is confidential and is provided solely for the purpose of providing work-finding services to the District. Such information shall not be used by the District for any other purpose nor divulged to any third party, and the District undertakes to abide by the provisions of any applicable data protection legislation at all times in receiving and processing personal data.
 - (b) Zen undertakes to keep confidential all relevant terms and conditions of employment that the District discloses to Zen and not to use such information except for the purposes of this Agreement.
20. Zen accepts no liability for any inability to access or use the Platform caused by system downtime or by technical issues beyond Zen's control.
21. Zen reserves the right to restrict a District's access to the Platform, for example in cases of non-payment.
22. TO THE MAXIMUM EXTENT ALLOWABLE BY LAW, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS, LOSS OF BUSINESS OPPORTUNITY OR LOSS OF GOODWILL), WHETHER BASED ON CONTRACT OR TORT (INCLUDING NEGLIGENCE), ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF THE OFFENDING PARTY KNEW OR SHOULD HAVE KNOWN OR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
23. This Agreement and the Assignment details constitutes the entire agreement between the parties pertaining to its subject matter and supersedes all prior agreements and understandings of the parties pertaining to its subject matter.

24. No modification or amendment of this Agreement shall be binding unless executed in writing by authorized signatories of both parties.
25. Any provision of this Agreement that expressly or by implication is intended to come into or continue in force on or after the termination or expiration of this Agreement, shall remain in full force and effect after the termination or expiration of this Agreement.
26. This Agreement may be signed in counterparts, and electronic and PDF signatures shall be treated as originals of the respective party's signatures.
27. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio, without regard to its conflicts of law principles. The parties irrevocably and unconditionally consent to the exclusive jurisdiction and venue of the state and federal courts located within the State of Ohio, for purposes of all legal proceedings arising out of or relating to this Agreement, and hereby irrevocably waive the right to trial by jury in any such legal proceedings.
28. Any notice required to be given under this Agreement shall be: (i) in writing signed by a person duly authorized by the sending party and (ii) delivered by hand, e-mail with acknowledgement of receipt, or prepaid first-class mail, to the recipient at its address specified in this Agreement (or otherwise notified from time to time to the sender by the recipient for the purposes of this Agreement).
29. If any provision of this Agreement is held to be unenforceable, (i) such provision shall be severed from this Agreement and the remainder of this Agreement shall not be affected; and (ii) Zen and the District shall negotiate in good faith a replacement provision which is enforceable.

Zen and the District, by their authorized representatives, have signed this Agreement as of the date set forth above.

ZEN EDUCATE INC.

By: Alava Kremerman

By: _____

Name: Vyacheslav Kremerman

Name: _____

Title: CEO

Title: _____