

SERVICE AGREEMENT

This Service Agreement (“Agreement”) is entered into on _____ (the “Effective Date”) between What Will I Do Pte Ltd (Parent company of “**WhatwilliDO**”, “**WhatwilliLEARN**,” “**WhatwilliBE**,” “**De Analysi Professional Development**”, “we,” “us,” “our,” “Company”) and _____ (“Instructor”). This Agreement includes and incorporates the clauses set forth in this document as well as the “Terms & Conditions” (as available in www.whatwillilearn.com/terms&conditions) and contains, among other things, warranty disclaimers, liability limitations and use limitations.

You acknowledge and agree that by registering for or using the WhatwilliLEARN platform, you, as an Instructor, expressly agree to be bound by the Terms & Conditions published on www.whatwillilearn.com/terms&conditions, as may be updated and amended by WhatwilliLEARN from time to time at its sole discretion. Any amendments to the Terms & Conditions shall become effective and binding on the Instructor no earlier than 14 days after they are posted, except changes addressing new functions introduced to the platform or changes made for legal reasons, which will be effective immediately.

1.0 KEY TERMS

- 1.1 **What Will I Do Pte Ltd** refers to “**WhatwilliDO**,” “**WhatwilliLEARN**,” “**WhatwilliBE**,” “**De Analysi Professional Development**”, “we,” “us,” “our,” “Company.”
- 1.2 “**Instructor(s)**” refers to a person who applies for or completes WhatwilliLEARN’s account registration process to sell Courses on the WhatwilliLEARN website (“Site,”

“Platform”) or an organisation that executes an agreement with WhatwilliLEARN to sell Classes on the Site.

- 1.3 “Course(s)” refers to any online class(es) or workshop(s) submitted by an Instructor for sale on the platform.

2.0 INTERPRETATION

- 2.1 No provision shall be construed against or interpreted to the disadvantage of any Party by reason of such Party having or being deemed to have structured or drafted such provision. The rule of interpretation that an agreement will be interpreted against the Party responsible for the drafting and any similar rules of interpretation shall not apply to this Agreement and the Parties waive any rights they have to rely on such rules.
- 2.2 Terms other than those deemed within this Agreement will be given their plain English meaning, and those terms, acronyms, and phrases known in the information and communications technology industry shall be interpreted in accordance with their generally accepted meanings.
- 2.3 If any conflicts exist between the provisions of this Agreement and the Terms & Conditions (as published on www.whatwillilearn.com/terms&conditions), the provisions of the Terms & Conditions will prevail.
- 2.4 When any number of days is prescribed in this Agreement, it shall be reckoned to exclude the first and to include the last day.
- 2.5 Words importing the singular shall include the plural, and vice versa, words importing the masculine gender shall include the feminine and neuter genders, and vice versa, and words importing natural persons shall include legal persons, and vice versa.

3.0 INSTRUCTOR OBLIGATIONS AND RESPONSIBILITY

- 3.1 As an Instructor, you must provide WhatwilliLEARN with any information requested in order for WhatwilliLEARN to list your Classes on its platform.
- 3.2 WhatwilliLEARN may conduct background checks on and interviews of Instructors at its discretion. You agree to provide accurate information through interviews and/or written or electronic consent to such background checks.
- 3.3 You declare that you do not have criminal records or a history of any psychiatric illness.

- 3.4 You agree to follow our Community Standards (available at www.whatwillilearn.com/communitystandards), Privacy Policy (available at www.whatwillilearn.com/privacypolicy) & Social Media Policy (available at www.whatwillilearn.com/socialmediapolicy). Any deviation from the standards set forth in the above policies can result in suspension or removal of instructors from the WhatwilliLEARN platform at our sole discretion.
- 3.5 As an Instructor, you are expected to communicate in a considerate and professional manner, model appropriate behaviour and act professionally. When joining the community, you agree to display appropriate behaviour in the use of social media, blogs and other online forums. Inappropriate behaviour includes (but not limited to) intent to provoke, bully, insult, cause harm, create conflict, make offensive remarks based on race, sex, age, gender, sexual orientation, gender identity or expression, national origin, disability or medical condition, veteran status, or any other legally protected characteristic; derogatory, disparaging, or disrespectful comments about Learners, Instructors, Parents, or Whatwilli-LEARN staff. You agree to not display the above stated behaviour even if the target is not identified by name.
- 3.6 You are not to share any private material, communication, or information regarding Learners or Parents, including but not limited to Learners' or Parents' names, photos, conversations, emails, student academic or performance information, screenshots of student work, or any other personal identifying information; posts that may be harmful to WhatwilliLEARN's ongoing business operations; sharing content that contains or promotes hate speech, threats of violence, or the endangerment of children; and any other violation of WhatwilliLEARN's community standards.
- 3.7 You are expected to not post online or speak to the media on WhatwilliLEARN's behalf without prior written authorisation from WhatwilliLEARN.
- 3.8 You acknowledge and agree that you are responsible for your own acts and omissions while using the WhatwilliLearn Platform.
- 3.9 If you are required by law to possess a particular license in order to conduct a course in a specific topic, it is your sole responsibility to ensure that you have the necessary license, certifications and qualifications to carry out such a course. WhatwilliLEARN is acting solely as a platform to facilitate the conduct of the course and will not be held responsible for any misdemeanour on your part with regards to licensing law. If litigation is brought against WhatwilliLEARN with regards to this, any penalty fees levied at WhatwilliLEARN will be payable by you.

- 3.10 You are solely responsible for all code, video, images, information, data, text, software, music, sound, photographs, graphics, messages or other materials (“content”) that you upload, post, publish or display (hereinafter, “upload”) or email or otherwise use via the Service. Please refer to the ‘User Conduct’ section in the Terms & Conditions of Service for examples which are prohibited by WhatwilliLEARN. WhatwilliLEARN reserves the right to investigate and take appropriate legal action against anyone who, in WhatwilliLEARN’s sole discretion, violates this provision, including without limitation, removing the offending content from the Service, suspending or terminating the account of such violators and reporting you to law enforcement authorities.
- 3.11 We reserve the right to reject any potential Instructors and remove or suspend any Instructors from the Whatwilli-LEARN platform, at our sole discretion.

4.0 COURSE CONTENT

- 4.1 Refer to the Class Content Policy (Available at www.whatwillilearn.com/classcontentpolicy) for the expected standards for Courses listed on the WhatwilliLEARN platform.
- 4.2 WhatwilliLEARN has sole discretion as to which Courses we list on the platform and we reserve the right to reject any Courses from listing on the platform at our discretion.
- 4.3 WhatwilliLEARN will have the right to remove any content that violates our Terms & Conditions or is deemed by WhatwilliLEARN, in its sole discretion, to be otherwise objectionable. You acknowledge that WhatwilliLEARN may, but is not required to, pre-screen content, and we will have the right (but not the obligation) in our sole discretion to refuse or remove any content that is available on the WhatwilliLEARN Platform. Furthermore, WhatwilliLEARN reserve the rights to edit Course descriptions at our sole discretion. We may also choose to serve a notice or request the Instructor to amend certain sections of Course(s) to comply with our policies and Terms & Conditions.
- 4.4 You agree that you must evaluate, and bear all risks associated with, the use of any content, including any reliance on the accuracy, completeness, or usefulness of such content.
- 4.5 With respect to the content or other materials you upload onto the WhatwilliLEARN platform or share with other Users (collectively, “User Content”), you represent and warrant that you own all right, title and interest in and to such User Content, including, without limitation, all copyrights and rights of publicity contained therein.

- 4.6 You shall retain any intellectual property rights that you hold in your User Content, and WhatwilliLEARN does not claim any ownership (copyright, trademark, or otherwise) over your User Content. By submitting, posting or otherwise uploading User Content on or through the Services you give WhatwilliLEARN a worldwide, nonexclusive, perpetual, irrevocable, fully sub-licensable, royalty-free right and license. For details see the 'Intellectual Property Rights' section in the Terms & Conditions.
- 4.7 WhatwilliLEARN respects the intellectual property of others, and we ask our users to do the same. You agree to take full legal liability and agree to pay for any damages arising from your use of copyrighted materials in your Courses, Profile or any other dealings on the WhatwilliLEARN platform without prior written permission from copyright holders.

5.0 PAYMENT

- 5.1 For Full details on payment policies, see the Payment Section in the Terms & Conditions (as published on www.whatwillilearn.com/terms&conditions)
- 5.2 As an Instructor, you understand and agree that WhatwilliLEARN is not an insurer, agent or employer for you. If a Learner or Parent purchases any of your Classes, any agreement you enter into with such Learner or Parent is between you and the Learner or Parent, and WhatwilliLEARN is not a party thereto. Apart from the previous, WhatwilliLEARN is authorised to serve as your limited agent purely for the purpose of accepting payments from Learners or Parents on your behalf and transmitting such payments to you minus our service fees ("WhatwilliLEARN Fee").
- 5.3 As an instructor, you determine your own earnings by setting the cost for each course or a series of courses, as well as the maximum class size
- 5.4 You agree to have a PayNow account if you are based in Singapore. If you are based outside of Singapore, please contact admin@whatwillilearn.com to discuss arrangement of other forms of remittance on a case by case basis.
- 5.5 WhatwilliLEARN will transfer the Enrollment Fees to your PayNow account for sale of Course(s) to User(s) within a reasonable period of time, minus WhatwilliLEARN service fees ("WhatwilliLEARN Fee").
- 5.6 WhatwilliLEARN will take a service fee each time a Learner enrolls, equivalent to 30% of the Course fees after taxes, with the Instructor receiving 70% of the Course fees after taxes. All Course fees must be paid through the WhatwilliLEARN platform.

- 5.7 WhatwilliLEARN has the discretion to not transfer the Enrollment Fees to the Instructor if any Learner or Parent reports that the Classes were not provided or were not completed as promised.
- 5.8 For most classes, you will receive payment within 30 days after the end of the class date.
- 5.9 WhatwilliLEARN is appointed as your limited payment collection agent solely for the purpose of accepting Enrollment fees for the purchase of your courses. You agree that payment of Enrollment Fees by Users to WhatwilliLEARN shall be considered the same as a payment made directly by such Users to you. You will in turn provide the relevant Courses to Users as outlined on the Site as if you had received the payment directly. WhatwilliLEARN, as a limited payment collection agent for you, agrees to facilitate the payment of any Enrollment Fees (less the WhatwilliLEARN Fee) for Courses pursuant to these Terms & Conditions unless otherwise agreed between WhatwilliLEARN and you. In the event that WhatwilliLEARN does not remit such amounts, you will have recourse only against WhatwilliLEARN.
- 5.10 For Cancellation and Refund policies refer to Terms & Conditions.

CONCLUSION

As an instructor, you hereby declare that you have read the Terms & Conditions, Privacy Policy, Class Content Policy, Community Standards and Social Media Policy published on www.whatwillilearn.com and have agreed to be bound by them. You also acknowledge that you have read the above Service Agreement and agree to be bound by it.

Signature of Instructor:

Date

Name of instructor: