



HILLTOP TUTORS

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HILLTOP TUTORS AGREEMENT

THIS CONSULTING AGREEMENT (the "Agreement") is made effective once the online application is complete and time payment is received. (the "Effective Date"),

By and between the parent of child(ren) listed on the online application (the "Client") and Hilltop Tutors, L.L.C. having a business mailing address at P.O. Box 113001 Carrollton, TX 75011 (hereinafter the "Company").

WHEREAS, the Client wishes to engage the Company commencing the date and time selected on the online scheduler for the term hereof for educational tutoring services.

NOW THEREFORE, in consideration of the matters described below and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Client and the Company (individually the "Party" and collectively the "Parties") to this Agreement agree as follows:

BACKGROUND. This Agreement shall be for a term commencing on the date hereof and continuing unless and until this Agreement is terminated pursuant to Section 5 hereof or for other good cause shown. It is agreed and understood that the Client is of the opinion that the Company has the necessary qualifications, experience and abilities to provide services to the Client. The Company is agreeable to providing such services to the Client on the terms and conditions set out in this Agreement.

1. **DESCRIPTION OF SERVICES.** Commencing on the Effective Date and throughout the term hereof, Company will provide the following services (collectively, the "Services"):
 - A. The Company will provide the Client with educational services to assist with the improvement and enhancement of the child(ren) academic skills.
 - B. During the term of this Agreement, Company shall devote his best efforts, knowledge and skill and shall devote substantial working time and attention to the performance of his duties as aforesaid, except during such periods as Client shall be ill, disabled, or on vacation as provided for by this Agreement.
 - C. Cooperate with the Client as Company and Client may mutually agree in writing from time to time with respect to the business of the Company.
 - D. On a monthly basis, and more often if requested, provide written reports as Company and Client may mutually agree in writing from time to time regarding the status of child(ren) progress.



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- E. Promptly deliver to the Client any and all Work Product, including but not limited to any notebooks, notes, memoranda, documents, or other materials as the same may exist.
- F. Performing any and all services regarding the business of the Company as Company and Client may mutually agree in writing from time to time.

2. PERFORMANCE OF SERVICES. Company acknowledges that he shall be providing services to the Client on a weekly/monthly basis. Client agrees that he/she shall not solicit independent tutoring services directly with any tutors employed with the Company. The obligation for services rendered must be fulfilled through the Parties of this Agreement. Company agrees to perform faithfully, industriously and to the best of Company's ability, experience, and talents, all of the responsibilities and duties as Company and Client may mutually agree in writing from time to time. Such responsibilities and duties shall be provided at such place(s) as Company and Client may mutually agree in writing from time to time. Supervision for any child(ren) and tutors is required during each session unless the Client has expressed in writing the assigned tutor of the Company can complete the session unsupervised.

3. COMPENSATION. For the services rendered by the Company as required by this Agreement, the Client will provide compensation (the "Compensation") to the Company at the rate selected through the online application for the appropriate number of sessions each week or month associated with the rate selected.

Payment Due Dates:

Weekly Payments are to be paid every Monday of each week the Agreement is in force. Monthly Payments are to be paid on the first of each month the Agreement is in force.

Late Payment Penalty Policy:

If a payment is not received by the Company on the designated due date in this agreement, the Client has up to **3 calendar days** to submit payment, then the Company will assess a one-time late charge in the amount of \$25. After the **5th calendar day**, the Client will be removed from the schedule until payment is received. Failure to fulfill payment within 24 hours of the scheduled appointment time will result in the loss of the session(s) due to the necessary time to prepare for session.

Except as otherwise provided in this Agreement, all monetary amounts referred to in this Agreement are in US Dollars. An acceptable payment method will be a credit card/debit card processed through the online service provider Stripe, linked within the Company's website. The Client will have an online profile on the Company's website and link their card information to allow compensation for tutoring services. The Compensation as stated in this Agreement does not include sales tax, or other applicable duties as may be required by law. Any sales tax and duties required by law will be charged to the Company in addition to the compensation.



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4. EXPENSES. Company shall not perform any Services or advance any other costs or expenses not previously advanced as of the date of execution hereof in connection with the performance of any Services, unless payment of any such estimates, costs or expenses is approved and provided or paid by Client in advance as Company and Client may mutually agree in writing from time to time.

Travel Fee (In-Person Traditional Sessions ONLY):

A Travel Fee is an additional fee added to your monthly subscription pricing. Because the Company offers in-person services, the tutors must commute further to accommodate the Client's preference. The travel fee covers the fluctuating gas prices and toll rates to arrive at the location of choice. The travel fee is **12%** of the monthly subscription, taxes excluded.

5. TERM AND TERMINATION. The initial term of this Consulting Agreement shall be for one month from the Effective Date, unless earlier terminated as follows.

- A. *By Company:* Company shall have the right to terminate this Agreement at any time, with or without cause, immediately and without notice. Cause shall include and not be limited to: (i) a material breach of this Agreement, (ii) conviction of a crime, or (iii) Company no longer capable of providing any Services.
- B. *By Client:* Client shall have the right to terminate this Agreement at any time for cause with fifteen (15) days written notice to Company. Cause shall include and not be limited to: (I) a material breach of this Agreement, (ii) conviction of any officer or director of the Company of a crime, or (iii) Client's voluntary resignation.

Upon termination of this Agreement, for any reason, whether by Company or Client, the Company is not obligated to provide full or any reimbursement for any unpaid balances remaining. If no sessions were completed by the Company, and the Client wants to terminate agreement before it starts, the Company may consider full reimbursement. If any sessions were completed by the Company, no unpaid balance will be paid to the Client.

6. CANCELLATION POLICY.

Cancellation Policy:

The Company requires a **2-hour written cancellation notice** from the Client prior to the scheduled appointment. The cancellation notice can be emailed to hilltoptutors@yahoo.com or a phone call/text be made to **972-746-3409**, which the Company will follow up with a cancellation confirmation email to the Client. Any appointments that are cancelled according to the terms of this Agreement can be re-scheduled within 24hrs by the Client without any loss of a paid session.

- If an appointment is cancelled **2-hours prior** to the scheduled tutoring appointment, then the Client has the right to reschedule the paid session for a make-up session within 30 days.



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- If an appointment is cancelled **less than the 2-hour** cancellation period, The Company will classify the session as a **“Late Cancellation”** and there will be a \$15 late cancellation fee applied to the account. The paid session will be deducted from the monthly subscription and the Client may purchase another appointment.
- If the Client **does not show up** to the session within **the first 15 minutes** of the scheduled appointment, then the Company can deem the session as a **“No Show”** and the above statement applies. Any additional sessions may be purchased to compensate for the **“No Show”** appointment.

7. CONFIDENTIALITY.

- A. Client hereby acknowledges and agrees that Company has expended significant time and resources in developing its business strategies and plans, including, without limitation, prospective customers, suppliers, opportunities, businesses and operations and any information related thereto, including, but not limited to, prices, methods, plans, programs, literature, and documents (“Confidential Information”).
- B. At all times during the term of this Agreement, the Client shall provide the Company with access to “Confidential Information.” As used in this Agreement, the term “Confidential Information” means any and all data or information relating to the Client, whether business or personal, which would reasonably be considered to be private or proprietary to the Client and that is not generally known and where the release of that Confidential Information could reasonably expect to cause harm to the Client. The parties agree that, as between them, this Confidential Information constitutes important, material, and confidential personal identification that affect the livelihood of the Client’s character and its goodwill. The Company acknowledges that the Confidential Information specifically enumerated above is special and unique information and is not information that would be considered a part of the general public knowledge.
- C. The Company agrees that the terms of this Agreement shall be deemed Confidential Information for purposes of this Section. The Company shall keep the terms of this Agreement strictly confidential. Company shall not, during the term of this Agreement or at any time thereafter, except on behalf of the Company in the regular course of the Company’s business, use, divulge, furnish or make accessible to any third person or organization any confidential or proprietary information concerning the Client or its child(ren), except to the extent required by law, and provided that information now or hereafter in the public domain shall not be deemed confidential or proprietary information.
- D. Client acknowledges that, inasmuch as the Company will suffer immediate and irreparable harm in the event breaches any of its obligations under this Agreement, and inasmuch as the Company may not have an adequate remedy at law, the Company will, in addition to any other remedy available at law or in equity, be entitled to temporary, preliminary and permanent injunctive relief and a decree for specific performance of the terms and provisions of this Agreement in the event of Company’s breach or threatened or attempted



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breach hereof, without the necessity of showing any actual damage or posting bond or furnishing other security.

- E. The Client has carefully read and considered the provisions of this Paragraph 7 and, having done so, agree that the restrictions set forth therein are fair and reasonable and are reasonably required for the protection of the interests of the Company. In the event any of said restrictions shall be held unenforceable by any court of competent jurisdiction, the parties hereto agree that it is their desire that such court shall substitute an enforceable limitation in place of any limitation deemed unenforceable and, as so modified, the covenant shall be as fully enforceable as if it had been set forth herein by the parties. It is the intent of the parties that the court, in so establishing a substitute limitation, recognize that the parties hereto desire that the afore-described restrictions be imposed and maintained to the maximum lawful extent.
- F. The provisions of this Paragraph 7 shall survive the termination of this Agreement and the Term.

8. NON-COMPETITION. Client shall not, during the term of this Agreement, engage or be interested, whether as owner, partner, consultant, employee, agent or otherwise, in any business, activity or enterprise which is in direct competition with the Company's then-current and ongoing business activities in the States of Texas. Client agrees that it shall not solicit or employ any employee of Company for a period of one year from the date of the termination of this Agreement. Client agrees that he will not, directly or indirectly, at any time during Agreement, on his or her own behalf or in the service of or on behalf of others, solicit, divert or appropriate any client, vendor or customer of the Company or encourage or induce any client, customer or vendor of the Company to terminate or modify its relationship with the Company.

9. INDEMNIFICATION. Company shall indemnify and hold Client harmless against any and all liability imposed or claimed, including attorney's fees and other legal expenses, arising directly or indirectly from the Services or any act or omission by the Company, but excluding any and all claims arising from the gross negligence or willful misconduct of Company for which Client shall likewise indemnify and hold Company harmless. This covenant shall survive any termination of this Agreement.

10. ATTORNEYS FEES. In the event it is necessary for any party to seek enforcement of this Agreement, then the prevailing party or parties shall be entitled to recover a reasonable attorney's fee from the losing party or parties.

11. ENTIRE AGREEMENT. This Agreement constitutes the entire understanding and agreement between the parties with respect to the subject matter hereof, and supersedes all other negotiations, understandings and representations (if any) made by and between such parties.

12. AMENDMENTS. The provisions of this Agreement may not be amended, supplemented, waived or changed orally, but only by a writing which makes specific reference to this Agreement and is signed by all parties.



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13. FURTHER ASSURANCES. The parties hereby agree from time to time to execute and deliver such further and other transfers, assignments and documents and do all matters and things which may be convenient or necessary to more effectively and completely carry out the obligations and intentions of this Agreement.

14. BINDING EFFECT. Unless expressly set forth to the contrary herein, all of the terms and provisions of this Agreement, whether so expressed or not, shall be binding upon, inure to the benefit of, and be enforceable by the parties in their respective administrators, executors, legal representatives, heirs, successors and permitted assigns.

15. SURVIVAL. All covenants, agreements, representations and warranties made herein or otherwise made in writing by any party pursuant hereto shall survive the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby.

16. NOTICES. All notices, requests, consents and other communications required or permitted under this Agreement shall be in writing, including telex and telegraphic communication, and shall be (as elected by the person giving such notice) hand delivered by courier or messenger service, telecommunicator or mail by registered or certified mail, postage prepaid, return receipt requested, addressed to the parties as set forth below their signature and execution hereof or to such other address as any party may designate by notice complying with the terms of this section. Each such notice shall be deemed delivered (a) on the day delivered if by personal delivery, (b) on the date telecommunicated if by electronic mail telegraph, (c) on the date of transmission if by facsimile, and (d) on the date upon which return receipt is signed or delivery is refused or the notice designated by the postal authorities is not deliverable, as the case may be, if mailed.

17. CONSTRUCTION. The parties acknowledge that they have all participated in the negotiation and drafting of this Agreement. Accordingly, in the event it is necessary for any provision of this Agreement to be interpreted by a court or other tribunal, such provision shall not be interpreted any more or less favorably against any party as the drafter of this Agreement.

18. GOVERNING LAW, JURISDICTION, AND VENUE. This Agreement shall be governed by the laws of the State of Texas. Any action to enforce this Agreement shall be filed in the Court of competent jurisdiction for Dallas County.

19. ACKNOWLEDGEMENT OF SEPARATE COUNSEL. The parties acknowledge that they have had the opportunity to, or have each consulted with their own legal counsel in connection with both the negotiation and execution of this Agreement.

20. MISCELLANEOUS.

- A. In the event any term or provision of this Agreement is determined by an appropriate judicial authority to be illegal or otherwise invalid, such provision shall be given its nearest legal meaning or be construed as deleted as such authority determines, and the remainder of this Agreement shall be construed to be in full force and effect.



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- B. In construing this Agreement, the singular shall be held to include the plural, the plural shall include the singular, the use of any gender shall include every other and all genders, and captions and paragraph headings shall be disregards.
- C. All of the exhibits attached to this Agreement are incorporated into, and made a part hereof.

21. EXECUTION IN COUNTERPARTS. This Agreement may be executed in any number of multiple counterparts, each of which shall be deemed an original and all of which together shall be deemed to be one and the same instrument.

22. NON-DISPARAGEMENT. Client agrees that he/she will not, directly or indirectly, on his or her own behalf or in the service of or on behalf of others, publish, circulate, utter or disseminate, or cause to be published, circulated, uttered or disseminated, in any manner or by any means whatsoever, to any person or entity, any statements, comments or material whatsoever, which could or would, in any manner whatsoever, either reflect unfavorably upon the reputation of the Company, or harm, damage or impair the business or operations of the Company.

23. WAIVER OF JURY TRIAL. THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT THEY MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY LITIGATION ARISING OUT OF OR RELATING TO THIS AGREEMENT.

24. DISPUTE RESOLUTION POLICY.

A. Disputes Process Overview

When a customer encounters issues with a service and has been unable to reach the Company to resolve their issue directly, they may submit a dispute through their financial institution. In these instances, Hilltop Tutors will step in to review evidence and determine if the customer is responsible for repayment of the underlying financial instrument that funded the purchase.

The resolution process is as follows:

As driven by a regulatory change taking effect July 2024, the Client may open a dispute any time after shopping with you and are not limited to a post-purchase deadline. The Client is not responsible for making payments while the dispute is open, and financial institution withholds the disputed amount until the dispute is resolved.

The Company will be notified of the dispute via email and guided with relevant instructions to respond. The email notification will specify the deadline by which the Company must respond. Typically, the Company will have 15 days (about 2 weeks) from when notified of the dispute, but reminders will also be sent 7 days and 1 day before the due date.

The financial institution will review the evidence provided by all parties and determine if the Company or the Client is responsible for repayment of the underlying financial instrument.



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The adjudication outcome will be communicated to both the Client and the Company within 60 calendar days of evidence collection. Card network processes may differ from this policy.

B. DISPUTE REASONS. The Client may initiate a dispute for various reasons. The dispute reason will be listed in the email notice you receive and may include the following:

Dispute reason	Description
Services not received	The Client claims they have not received any services they purchased from you.
Service unacceptable	The Client claims that a service they received is incorrect or doesn't meet the listed service description.
Cancelation or return not processed	The Client claims that they were charged for a product or service they canceled or returned in a manner consistent with the Company's stated refund and return policy in effect at the time of the Client's purchase.
Incorrect charge	The Client claims that they were charged an incorrect amount.
Duplicate charge	The Client claims they were charged multiple times for an item or an order.

Please note that evidence may not be required of the Client for services never delivered.

C. DISPUTE RESOLUTION. The financial institution will resolve all disputes in favor of the party that best substantiates their claim(s). If the financial institution resolves a dispute in favor of the Company, the Company will not be liable for any amount of principal or interest related to the disputed transaction. Any funds withheld related to the disputed transaction will be released. The Client will no longer be allowed to participate in any future services or enrollments with the Company.

25. ACKNOWLEDGEMENT. Client acknowledges and represents that he or she has been advised that this Agreement has legal consequences, and has been advised to seek, and has had the opportunity to seek the advice of independent legal counsel prior to his or her execution of this Agreement.



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<p>Ashley Hill, _____ Hilltop Tutors – Founder</p>	
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