

Instructor Terms Agreement

This Instructor Terms Agreement (hereinafter “Agreement”) is made between You (hereinafter “Instructor”), Dr. _____ and Myattendings.com, MyAttendings LLC (hereinafter the “MyAttendings”) (collectively the “Parties”). This Agreement contains the general terms and conditions applicable to the Services to be provided by Instructor for MyAttendings.

NOW THEREFORE, and in consideration for the mutual covenants and agreements, the Parties agree as follows:

Article 1 - Definitions

“Course” shall mean all modules, course documents, PowerPoint presentations and related videos that are posted on the platform for use by the Student.

“Course Content” shall mean the PowerPoint presentation and videos submitted by the Instructor for use in the Course.

“Instructor” or “Instructors” shall mean the User who uploads the Course Content for the Course and teaches related classes to the Students.

“MyAttendings” shall refer to MyAttendings.com, MyAttendings LLC or the MyAttendings website, and its affiliated officers and managers of the website.

“Parties” shall mean the parties of this Agreement – Student and MyAttendings collectively.

“Services” shall mean MyAttendings’ actions to facilitate the MyAttendings.com website for the platform and Courses.

“Student” shall mean the User who purchases the Course and utilizes it for CME crediting and general knowledge.

“Submitted Content” shall mean the content that Instructor has uploaded to MyAttendings prior to MyAttendings approving it to become Course Content.

“Subscription Plan” shall mean a recurring payment plan by Student to MyAttendings.

“User” shall mean a person who creates and maintains an account on the MyAttendings website and platform.

“Transaction Taxes” shall mean the taxable amount of the purchase in Section 7.4.

Article 2 – Scope of Agreement

2.1 General. When You sign up to become an Instructor on the MyAttendings' platform, You agree to abide by this Agreement. This Agreement covers details about the aspects of the Myattendings platform relevant to Instructors and the general terms that govern your use of our Services. Instructor, contracting directly with Myattendings.com, Myattendings LLC, to provide Course Content which includes PowerPoints, other documents and course videos associated with them (collectively the “**Course**”) that are relevant to your specialty in which will be uploaded and presented on this platform for purchase to its students and organizations.

Article 3 – Instructor Obligations to MyAttendings

3.1 General. **Instructor** agrees that they are responsible for all **Submitted Content** in the “**Course**”, that Instructor provides to MyAttendings, including lectures in video format and the PowerPoint presentations/other documents associated with the video course.

3.2 Representations and Warranties. Instructor represents and warrants the following:

- a. Instructor will be requested to verify his/her identity before he/she is authorized to submit content for publication on the MyAttendings platform.
- b. Instructor owns and has access to the necessary licenses, rights, consents, permissions, and authority of all the submitted content and is able to authorize MyAttendings to use the Submitted Content as specified in this Agreement. This includes rights to all the pictures and content submitted in the course content.
- c. Instructor's Submitted Content will not infringe or misappropriate any third party's intellectual property rights.
- d. Instructor's content will not contain any copyrighted pictures or material that is subject to stealing or fraud.
- e. Instructor is board certified/board eligible in his/her own specialty and shall have all required qualifications, credentials, and expertise (including education, training, knowledge, and skill sets) to teach and offer the services that you offer through your Submitted Content and use of the Services.
- f. Instructor will ensure a quality of service that corresponds with the standards of your specialty and instruction services in general.
- g. Instructor shall not post or provide any inappropriate, offensive, racist, hateful, sexist, false, misleading, incorrect, infringing, defamatory or libelous content or information to be part of the instructor's courses on the platform;
- h. Instructor shall not post or transmit any unsolicited or unauthorized advertising, promotional materials, junk mail, spam, or any other form of solicitation (commercial or otherwise) through the Services or to any user;
- i. Instructor shall not use the Services for business other than providing tutoring, teaching, and instructional services to students or anyone who is interested in your content;
- j. Instructor shall not engage in any activity that would require us to obtain licenses from or pay royalties to any third party, including the need to pay royalties for the public performance of a musical work or sound recording; Instructor understands that it is their

sole responsibility to assure that their content does not infringe any copyrights and holds MyAttendings harmless of such action.

- k. Instructor shall not frame or embed the Services (such as to embed a free version of a course) or otherwise circumvent the Services;
- l. Instructor shall not impersonate another person or gain unauthorized access to another person's account;
- m. Instructor shall not interfere with or otherwise prevent other instructors from providing their services or content; or abuse Myattendings.com resources, including support services.
- n. Instructor shall not provide content, video or presentation that have not been made by yourself.

Article 4 – Instructor Covenants

4.1 License Grants. Instructor grants MyAttendings an exclusive license and rights to offer, market, and otherwise exploit your Submitted Content. This includes the right to apply for Continuing Medical Education (CME) for your courses, modify Submitted Content to ensure accessibility. This license will allow MyAttendings to offer the course content including the PowerPoint presentations and associated videos for sale on its platform.

4.2 Sale of Course. Instructor allows MyAttendings to sell Instructor's courses directly to students/ and organizations, create sample videos as a form of advertising to Instructor's course and potentially use portions of your Submitted Content in the advertising videos which will be given to 3rd parties social media and other platforms decided upon by MyAttendings.

4.3 Permanency. Unless otherwise agreed upon, once Instructor's course/video is uploaded on the platform and is purchased, the course will no longer be removed from the platform unless agreed upon mutually between both (Section 10.2) This ensures credibility of the platform, and establishes that once a course is purchased by a User, access will be permitted to the course for 1 year to that User.

4.4 Use of Information. Instructor allows the use of any part of its Submitted Content for quality control and for delivering, marketing, promoting, demonstrating, or operating the MyAttending's services. Instructor grants Myattendings.com permission to use his/her name, likeness, voice, and image in connection with offering, delivering, marketing, promoting, demonstrating, and selling the Services, your Submitted Content, and you waive any rights of privacy, publicity, or other rights of a similar nature, to the extent permissible under applicable law. Instructor understands that under the course, his/her professional picture and a short biography about him/her which includes, the college, medical school, residency, fellowship that he/she attended, and other information will be present. This biography is created to give creditability to the course and assurance to the Student who will purchase the content to view.

4.5 Access to Course Materials. Instructor acknowledges that through MyAttendings, the Student who purchases the Course will be able to download the PowerPoint presentation and other documents made available with the course provided to Myattendings.com which is associated with the course by the instructor to their computer or other digital hardware and refer

to it as needed for life. The Course videos will only be available to the Student to view for 1 year unless the Student renews their subscription to the Instructor's Course.

4.6 Third-party Video Hosting. Instructor acknowledges that the videos Instructor provides to MyAttendings as part of his/her **Course** will be uploaded to Vimeo.com ("Vimeo"). Vimeo will allow MyAttendings to share Instructor's content on its platform. The video will not be downloaded or shared between its students. Doing so, stealing, or fraud will be closely evaluated online and legal action will be taken on your behalf if this is found and that party when found will be penalized to the greatest extent under law.

4.7 Advertising. Instructor acknowledges that MyAttendings will advertise its platform on multiple domains and advertising agencies, including online and physical entities. This will be targeted toward medical professionals and it is understood that any individual online could potentially be a student/subscriber and purchase the Courses. Therefore, it is understood and mutually agreed upon that the Course may be purchased by any medical professional and non-medical professionals. MyAttendings will not be responsible to verify the identity of the potential subscriber and their background prior to becoming a Student. MyAttendings will only question the identity of the potential Student and their background career without verification at their initial registration for statistical purposes and not to allow or prevent any individual from purchasing a course.

Article 5 MyAttendings Obligations to Instructor

5.1 MyAttendings's Representations. MyAttendings shall:

- a. Review Instructor's Course Material for the purpose of obtaining CME approval for Instructor's course.
- b. Apply for CME through American Academy of Family Physicians (AAFP) only and, once approved, that CME provided to the students will count to the parties associated with AAFP.
- c. Support the platform to give access to Instructor's course and to its Users.
- d. Advertise the platform and courses to attract Students to purchase the courses.
- e. Not favor any specific Course present on the platform and shall support all existing Courses and, offer the Courses fair share of its visibility.
- f. Support the website and its capabilities to provide the Users an easy pathway to view and purchase Instructor's Course.

5.2 MyAttendings Covenants. MyAttendings shall make best efforts to protect the Course and the Instructor's Course Content. It is understood that piracy may still occur and Courses may appear on the internet for free without the control of MyAttendings. Despite that, the Instructor **HOLD HARMLESS, RELEASE, DEFEND AND INDEMNIFY** MyAttendings and its owners, affiliates, employees, successors, assigns and agents and gives the MyAttendings the rights to investigate the situation.

5.3 Additional Parties Purchasing Course Content. If an additional party, such as a school, wishes to engage directly with MyAttendings to purchase the catalog of Courses for use, then MyAttendings shall pay Instructor for their fair share of the revenue as per Section 8.2.

Article 6 Safety & Privacy Policies

6.1 Approval. Instructor understands that his/her use of the Services is subject to MyAttendings' approval, which may be granted or denied at MyAttendings' sole discretion.

6.2 Right to Remove Content. MyAttendings reserves the right to remove content, suspend course and/or ban instructors if any of the terms included in this agreement have been broken and or the following;

- a. An Instructor or Course Content does not comply with our policies or legal terms.
- b. Course Content falls below MyAttendings' quality standards or has a negative impact on the Student experience.
- c. An Instructor engages in behavior that might reflect unfavorably on MyAttendings or bring MyAttendings into public disrepute, contempt, scandal, or ridicule.
- d. An Instructor engages the services of a marketer or other business partner who violates MyAttendings policies.
- e. An Instructor uses the Services in a way that constitutes unfair competition, such as promotion of their off-site business in a way that violates MyAttendings' policies.
- f. Or such other misconduct as determined by MyAttendings in its sole discretion.

6.3 Relationship to Other Users. Instructors do not have a direct contractual relationship with Students. The only information Instructors receive about students is what is provided to them through the Services platform. Instructor agree that he/she will not use the data he/she receives for any purpose other than providing Instructor services to those Students on the Myattendings.com platform, and that he/she will not solicit additional personal data or store Students' personal data outside the Myattendings.com platform.

6.4 Indemnification. Instructor agrees to **HOLD HARMLESS, RELEASE, DEFEND AND INDEMNIFY** MyAttendings and its owners, affiliates, employees, successors, assigns and agents of Myattendings.com against any claims or harm arising from Instructor's use of Students personal data if there is a dispute between the Student and the Instructor.

6.5 Anti-Piracy Efforts. MyAttendings may partner with anti-piracy vendors to help protect your content from unauthorized use. To enable this protection, you hereby appoint Myattendings.com and our anti-piracy vendors as your agents for the purpose of enforcing copyrights for each of your content, through notice and takedown processes (under applicable copyright laws like the Digital Millennium Copyright Act) and for other efforts to enforce those rights. You grant Myattendings.com and our anti-piracy vendors primary authority to file notices on your behalf to enforce your copyright interests. You agree that Myattendings.com and our anti-piracy vendors will retain the above rights unless you revoke them by contacting us directly.

6.6 Content Privacy. It is mutually agreed between the Instructor and MyAttendings that the Course content will be on the platform for purchase by its Users and Subscribers exclusively. Instructor agrees that the course videos must be protected by the author and not shared on any other platform for purchase or any free domain, or any other domain for that matter. Instructor

retains the ability to use their course PowerPoint for their own use in whatever need, but it is mutually agreed that the course videos are not to be shared with any other company or individual other than MyAttendings.

Article 7 Pricing

7.1 Price Setting. When creating Submitted Content available for purchase on Myattendings.com, the price of that Course will be set after mutual agreement between both Parties, the instructor and MyAttendings. This communication and agreement will be done via email prior to the course to be posted on the platform. The price will be posted only after this agreement is made. Instructor agrees that MyAttendings shall have the right to reduce or increase the price of the course depending on the market of that specific course, inflation or as need. This will only be done after communication has been done with the Instructor via email and an agreement has been made of such price change.

7.2 Failure to Agree with Pricing. If there is no agreement made between MyAttendings and the Instructor regarding the price of the Course, then MyAttendings will not proceed with placing the course on its platform until an agreement is made. The price will need to be mutually agreed upon initially prior to the Course being placed on the platform. If the course has been already placed on the platform and a disagreement arises afterwards, then the price of the course will remain the same at the price set up and agreed upon on the last agreement made between both parties. Course and its content will not be removed after the placement of the course on the platform if a disagreement arises on the price of the course unless a mutual agreement and plan has been made between the instructor and MyAttendings to remove the course.

7.3 Internal Use. Instructor grants MyAttendings permission to share the Course Content for free with its employees, and in cases where we need to review Submitted Content for the purpose of comparison between it and other submitted courses. Instructor will not receive compensation for these specific purposes.

7.4 Transaction Taxes. If a Student purchases a product or service in a country that requires MyAttendings to remit national, state, or local sales or use taxes, value added taxes (VAT), or other similar transaction taxes (“**Transaction Taxes**”), under applicable law, we will collect and remit those Transaction Taxes to the competent tax authorities for those sales. We may increase the sale price of Courses at our discretion where we determine that such taxes may be due.

7.5 Promotional Programs. MyAttendings will offer several optional marketing programs such as coupons/coupon codes to its subscribers throughout the year which will offer a discount on the Instructor’s Courses. These discounts and coupons will in turn decrease the total price/net income received by the instructor. These promotions are made to increase the number of subscribers to the instructor’s courses and potentially increase the revenue. These promotions will be made by the sole discretion of MyAttendings and might be done throughout the year. Instructor understands that communication about such offers and or marketing coupons from MyAttendings to the instructor will not be made prior to moving forward with such discounts but will be made under the sole discretion of MyAttendings having a mutual agreement that these

promotions and discounts will be of reasonable numbers. If a disagreement is made about such discounts or promotions, then communication via email from the instructor to MyAttendings will need to be made to remove course from such promotion/marketing programs.

7.6 Organization Purchase Program. An organization may purchase a portion of the Courses or the entire Course library from MyAttendings. If an Instructor publishes a Course after an organization purchased the full Course library (i.e., full access to the platform Courses), Instructor acknowledges that all established subscribers of the organization shall have access to the new submitted Courses for free. The purpose of this is to engage in more direct relationships with larger organizations which will in turn increase revenue. Instructor understands that when such organization renews their annual subscription in the next cycle, that the instructor will receive their fair revenue share according to Section 8.2 below.

Article 8 Payments

8.1 Profit and Revenue Share with individual's purchase. Once your courses are placed on the platform for purchase, profit will then be obtained via revenue share/profit share model. This occurs when a Student purchases your Course only and Instructor's revenue share shall then be 37% of the Net Amount received of the price of the Course agreed upon from each course purchase. This will be done automatically through computer software and through Paypal. Instructor acknowledges that there will be Paypal fees paid prior to the net income received. These Paypal fees are automatically generated and Myattendings does not have control of such fees. These fees will be divided between the Parties and will be deducted prior to both Parties (the instructor and MyAttendings) receiving their net income. The Instructor will need to create a PayPal account and to ensure its working actively to receive their share appropriately.

8.2 Revenue Share with Organization. MyAttendings may engage in a direct relationship with an organization, such as a school, to purchase all the catalog of Courses present on the platform at that time. Such engagement will also include access to future Courses posted on the platform. Such engagement will be renewed/paid for on an annual basis directly between MyAttendings and that organization. If this is to occur, and the Instructor has courses uploaded on the platform at the time of that engagement, then the Instructor's profit share shall be as follows: The total revenue received from the organization will be shared, where 60% of the revenue will be attributed to MyAttendings, while the remaining 40% of that revenue will be divided among all the current instructors equally based on how many hours of video has been contributed to the platform by the Instructor. These engagements will be made at the sole discretion of MyAttendings, and the Instructor will be notified if such engagement has been made. In such a case, MyAttendings will calculate the fair share of the Instructor and payment will be sent directly to the Instructor via PayPal.

8.3 Income Report and Tax Form. As revenue share will be facilitated through PayPal, Instructor is responsible and must review a 1099 Form that is received from PayPal directly on an annual basis. Instructor must review the 1099 Form to ensure that they comply with the tax law of the United States.

8.4 Adjustments to Revenue Share. Instructor understands that if there is a promotion, or coupons offered, that the agreed price will be reduced and therefore the received net income will also be reduced. You understand therefore that Instructor's net revenue share (37%) will be the same throughout if the course is sold to an individual, but the actual net income might change depending on the promotions made by the discretion of MyAttendings.

8.5 Receiving Payments. As an instructor, you are responsible for determining whether you are eligible to be paid by a U.S. company. MyAttendings reserves the right not to pay out funds in the event of fraud, violations of intellectual property rights, or other violations of the law. If we cannot settle funds into Instructor's payment account after the period of time set forth by your state, country, or other government authority in its unclaimed property laws, we may process the funds due to you in accordance with our legal obligations, including by submitting those funds to the appropriate government authority as required by law.

8.6 Refunds. At this point, once the course is placed on the platform for purchase, refund is not offered to the Student. This may change in the future and will be discussed and agreed upon by both Parties prior to doing so.

8.7 Renewal. Once the Course subscription expires (after one year of purchase), Students will have the option to renew their subscription on the platform.

Article 9 Trademarks

9.1 Permitted Use of MyAttendings' Trademark. While you are a published Instructor and subject to the requirements below, Instructor may use our trademarks where we authorize you to do so. Instructor must: only use the images of our trademarks that we make available to Instructor, as detailed in any guidelines we may publish; only use our trademarks in connection with the promotion and sale of your Course available on Myattendings.com or your participation on Myattendings.com; and immediately comply if we request that you discontinue use.

9.2 Impermissible Uses. Instructor must not use our trademarks in a misleading or disparaging way or; use our trademarks in a way that violates applicable law or in connection with an obscene, indecent, or unlawful topic or material.

Article 10 Course Deletion and Updating Course Content

10.1 Deleting Your Course. Instructor acknowledges that if Students have enrolled in your Course, the Students will have access to that course for 1 year and therefore it will not be deleted once it is purchased. In that regard therefore, deleting your Course will only be applicable if you are interested in replacing the course with a newer course that relates to the same material, for example: new guidelines, new studies, or new information that are pertinent to your course in the sake of improving the course. Otherwise, Instructor agrees that the course will not be deleted for other purposes unless mutually agreed upon between the Parties (section 10.2)

10.2 Suspending of Course. Instructor has the right to suspend the publishing of their Courses from future purchases. Upon notice by Instructor to MyAttendings, the Course shall remain on the platform for one year (upon which it will be removed) from the date the notice has been made from the Instructor to MyAttendings and is subject to the last subscribed Student having one full year of access. This ensures the creditability of the platform to all its subscribers who have purchased any Course. When MyAttendings is notified from the Instructor of those wishes, the Course will be marked as “Private” on the platform. This will allow currently subscribed Users to continue accessing the course and to finish their subscription while restricting additional Users from purchasing the Course. After the expiration of one year from the notice has been met, only then, the Course will be removed from the platform. Only then, after the year notice has expired and the course has been removed from Myattendings.com, the instructor will retain the right to sell their course/all submitted content on other platforms.

10.3 Updating Course Content. Instructor is responsible for making improvements to the Course to reflect most recent studies, cases and guidelines that are pertinent to your specialty and Course content. Therefore, the Instructor agrees to review their course content at least annually to ensure that the course content reflects the most recent practice expectations. The Instructor understands that this is their sole responsibility to ensure the validity of the information provided in the course content. If it does come to our attention that the Course does not meet the most recent guidelines or contains false information, then an email communication will be sent to the Instructor to correct those faults and resubmit the course. Failure to comply will result in the suspension of the Course purchase from MyAttendings’ platform until resolution has been met. Upon verified updating of the Course, MyAttendings will re-enable the Course on the platform for purchase again.

Article 11 – General Terms

11.1 Updating This Agreement. From time to time, MyAttendings may update this Agreement to clarify our practices or to reflect new or different practices. MyAttendings reserves the right in its sole discretion to modify and/or make changes to this Agreement at any time. If any material change is made, MyAttendings will notify Instructor by email notice sent to the email address specified in Instructor’s account. The new agreement will be sent to the instructors provided email and Agreement of the new terms will need to be met and signed on for the services to continue. Any revised Agreement shall supersede all previous Agreement. If no agreement is made on the updated terms, then the courses supported on the platform will be suspended for further purchase and course content will be present on the platform until subscription of the students have expired.

11.2 Relationship Between Us. The Parties agree that no joint venture, partnership, employment, contractor, or agency relationship exists between us.

11.3 Severability. If any parts of this Agreement shall be held unenforceable for any reason, the remainder of the Agreement shall continue in full force and effect. If any provision of this Agreement is deemed invalid or unenforceable by any court of competent jurisdiction, and if

limiting such provision would make the provision valid, then such provision shall be deemed to be construed as so limited.

11.4 Method of Contact. The best way to contact MyAttendings is via email.

Dr. _____
Printed Name of Instructor

Signature

Mina Mekhael
(Owner, MyAttendings LLC)

Date

Date