



This “**Agreement**” is made between

(1) **Ideawise Limited**, a private company with limited liability, with registered office and principal place of business at Room 603, Alliance Building 130-6 Connaught Road Central, Hong Kong, PR China (“**Happiness**”, “**us**” or “**we**”); and

(2) [redacted] **[name]**,
residing at [redacted] **[address]** (“**Teacher**” or “**you**”),

Happiness and Teacher are referred to as the “**Parties**”, and each individually as a “**Party**”, the terms in this Agreement collectively the “**Teacher Terms**”.

WHEREAS:

(A) On the website available at www.happiness.com as well as associated subdomains, mobile applications and other media (collectively, the “**Platform**”) Happiness offers to its Users an online wellbeing and mindfulness social network and communications platform intended to connect people and foster happiness.

(B) On the Platform, Happiness provides the “**Academy**”, an online Class-creation platform designed to deliver massive open online Classes as well as 1-to-1 classes and small-group webinars or other activities provided both live and in pre-recorded form (collectively, the “**Classes**”).

(C) The Academy enables registered end-users (“**Learners**”) to connect with independent instructors, Class authors and coaches such as Teacher (Learner and Teacher collectively “**Users**” or each a “**User**”).

(D) Teacher or, where Teacher is an organization, Teacher’s appointed personnel (“**Authorized Instructors**”) has developed certain materials, such as a Class curriculum, class structure, presentational decks or other instructive contents (“**Class Materials**”). Teacher wishes to make the Class Materials publicly available through the Platform and teach Learner’s on the Academy.

NOW THEREFORE, Parties have agreed as follows:

TEACHER ELIGIBILITY

Happiness reserves the right to reject Teachers where Happiness has reasonable grounds to believe that Teacher is not able to provide Classes meeting the standards on the Happiness Platform. Where Teacher claims to have obtained certain qualifications and certificates (such as medical training or degrees of higher education), Happiness shall be entitled to review and approve the related documentation as proof of evidence before being obliged to provide the Platform Services or make any payments. Where Teacher fails within a reasonable period to provide the documentation requested by Happiness or it is revealed that Teacher has not in fact obtained certain advertised qualifications and certificates, Happiness shall be entitled to terminate this Agreement in accordance with sect. Both Parties remain entitled to terminate this Agreement immediately for cause at any point in time. below.

1. SERVICES

1.1. Teacher shall provide the following “**Teacher Services**”: Teacher will upload the Class Materials to the Platform. Within the limits of this Agreement, Teacher is free to select Class Materials of his or her choosing. Based on the Class Materials, Teacher shall provide Classes to Learners. It is Teacher’s sole responsibility to make all necessary arrangements which might be necessary to hold Classes on the Platform, e.g. finding scheduled times for live webinars, communicating with Learners or providing additional Class Materials.

1.2. Happiness shall provide the following “**Platform Services**” (Platform Services and Teacher Services collectively, the “**Services**”):

1.2.1. Happiness shall enter into Class agreements with individual Learners. Learners will not enter into any direct contractual relationship with Teacher. Happiness will handle billing and other fee interaction with Learners.

1.2.2. Happiness shall grant Teacher access to the Class admin interface on the Platform where Teacher can decide to activate Classes to be accessible for Learners. Teacher is aware that this requires for Teacher to first create a regular User account on the Platform.

1.2.3. For each Class and after upload of the respective Class Materials, Happiness may create for Teacher a “**Landing Page**” as a sub-page of the Platform enabling Learners to enroll in the Class, review the Class curriculum and obtain further information on each Class. Happiness provides this Service at its sole discretion and does not assume any obligation to provide such a Landing Page in every case; any obligation of Happiness will be contingent upon Teacher providing the necessary Class Materials and/or other documentation as requested by Happiness. Happiness shall be solely responsible for the design, look and feel as well as displaying any User content and materials according to its own style guidelines. However, Teacher shall be granted the right to approve such a Landing Page before going live. In the event that Teacher does not agree to the Landing Page as created by Happiness, the Parties shall work together to agree on a new Landing Page. However, in that case, nothing shall prevent Happiness from refusing to create a Landing Page.

1.2.4. Happiness, at its sole discretion, might choose to assist Teacher with the upload of Class Materials and/or the Landing Page or handle the upload for Teacher entirely, however, does not assume any obligation to do so. The Parties shall agree on such additional Services as well as any fees separately in writing (e-mail sufficient).

2. TEACHER’S LICENSE GRANT TO HAPPINESS

2.1. Intellectual Property and Publicity Rights

Subject to the Teacher Terms set forth herein, by uploading the Class Materials or other content to the Platform, Teacher grants to Happiness the non-exclusive, royalty-free, worldwide right to adapt and distribute through the Platform the Class Materials and any licensed marks of Teacher including, but not limited to, names, logotypes, imagery and trademarks (the “**Intellectual Property Rights**”) to ensure that this Agreement can be implemented properly. This includes in particular, but is not limited to, the right to, on the Platform, publish, copy, distribute, exhibit, perform, make available to the public, broadcast, to replay, record (including for quality control purposes) and the right of editing and altering where this is required to include the Class Materials on the Platform. For clarification Happiness is granted the right to alter and amend the Class Materials including, but not limited to, by creating translated and/or interactive versions. The license under this sect. TEACHER’S LICENSE GRANT TO HAPPINESS shall also apply to Teacher’s image, voice recording or motion-picture depiction (“**Publicity Rights**”) be it Teacher’s own or those of Authorized Instructors. The rights grant to Happiness by Teacher is limited exclusively to use of the Intellectual Property Rights and Publicity Rights on the Platform itself and does not refer to any use

exceeding the implementation of this Agreement (e.g. by using the Intellectual Property Rights and Publicity Rights outside the Platform).

3. TEACHER'S RIGHTS OF USE

3.1. The Platform and all software available on the Platform or used to create and operate the Platform, is and remains the property of Happiness. All trademarks and service marks, whether registered or unregistered, as well as product names and company names, logos or domain names displayed or mentioned on the Platform are the property of Happiness unless they are Teacher's or another User's content. Teacher must not use such marks unless permitted by this Agreement, or with the prior permission.

3.2. For the duration of this Agreement, Happiness grants Teacher a limited, non-exclusive license to access and use the Academy and the Platform as well as the underlying software and other technology on the Platform for the purposes of this Agreement, namely the provision of the Services and the engagement with by accessing the portions of the Platform made available to Teacher by Happiness. This license is personal to Teacher and may not be assigned or sublicensed to anyone else unless Teacher is an organization. In that case, the license is granted by Happiness to Teacher as well as Teacher's Authorized Instructors. All rights not expressly granted by Happiness are reserved.

4. INFRINGEMENTS, SANCTIONS

4.1. Teacher will be solely responsible for all Class Materials or other content uploaded to the Platform.

4.2. Without limiting other remedies, Happiness may limit, suspend, or terminate Teacher's user account(s) and access to the Platform, restrict or prohibit access to, and Teacher's activities on, the Platform, remove or demote or otherwise restrict the visibility of Classes, delay or remove hosted content, remove any special status associated with the account, and take technical and legal steps to keep Teacher from using the Platform if:

- Happiness reasonably assumes that Teacher is creating problems or possible legal liabilities for Happiness, other Users or suppliers;
- Happiness reasonably assumes that such restrictions will improve the security of the Platform or reduce exposure of Happiness to financial liabilities;
- Happiness reasonably assumes that Teacher is infringing the rights of third parties;
- Happiness reasonably assumes that Teacher is acting inconsistently with applicable policies (including this Agreement) or abuses employees of Happiness or other Users;
- despite reasonable endeavors by Happiness, Happiness is unable to verify or authenticate any information Teacher provides to Happiness (including where Happiness requests from Teacher certain documentation and Teacher fails to provide such documentation within a reasonable period of time).

4.3. Happiness reserves the right to remove Classes and/or Teacher's account, either after an adequate amount of time pursuant to a notice to Teacher or immediately if Teacher violates the community rules/this Agreement or similar.

4.4. If Happiness removes or otherwise restricts Teacher's Class Materials or other content in response to infringement claims, Happiness will notify Teacher and offer to provide Teacher with a copy of such claims. If Teacher believes the content was wrongly removed due to a mistake or misidentification of the

content, Teacher may submit a timely counter notification to Happiness that includes adequate information explaining Teacher's defense including, but not limited to, the identification of the content that has been removed or to which access has been disabled and the location at which the content appeared before it was removed or access to it was disabled; a statement of good faith regarding the content being removed or disabled as a result of mistake or misidentification of the content; and Teacher's name, mailing address, telephone number, and email address.

4.5. Happiness reserves the right to request further information and documentation including, but not limited to, an affidavit or another statement under penalty of perjury, stating that Teacher owns all necessary rights to the Class Materials or other reported content.

4.6. Upon receiving an effective counter notification, Happiness will promptly forward it to the reporting party. If the reporting party fails to respond to Happiness within ten business days providing an adequate explanation of the infringement report, Happiness will consider, at our sole discretion, restoring eligible content to the Platform.

5. THIRD-PARTY INFRINGEMENTS

Each Party shall notify the other in writing of any third-party infringements of the intellectual property under this Agreement that comes to its attention on the Platform including, but not limited to, an infringement of the rights to the Class Materials or the Platform. The Parties agree to cooperate fully with each other in the prosecution of any claims regarding such third-party infringement.

6. WARRANTIES

6.1. Teacher represents and warrants that

6.1.1. the Class Materials comply with the written content guidelines provided by Happiness, are of a high quality of design and workmanship consistent with the quality of Happiness's existing products and Classes;

6.1.2. Teacher will not remove Classes already approved without the prior written consent of Happiness and will coordinate all substantial changes to such Classes by giving sufficient prior notice to Happiness, however, under the condition that such changes are in Learners' best interests;

6.1.3. Teacher has the advertised qualifications, credentials and expertise, including, without limitation, education, training, knowledge, and skill sets, to teach and offer the Services offered on Teacher's Classes;

6.1.4. Teacher has obtained all necessary rights to transfer the rights according to this Agreement and to enable Happiness to use the Class Materials without limitation and that the Class Materials are free of third-party rights and free of defects and that the use and posting or other transmission of the Class Materials or other content provided by Teacher does not violate these Teacher Terms and will violate neither any rights of or cause injury to any other person nor will the Class Materials violate regulatory provisions.

6.2. Happiness does not warrant that the Platform will always be uninterrupted, timely, secure, or error-free.

7. TEACHER'S FURTHER OBLIGATIONS

Teacher agrees to the following further obligations:

- 7.1. Teacher will not post or provide any inappropriate, offensive, racist, hateful, sexist, pornographic, false, misleading, incorrect, infringing, defamatory or libelous content or information;
- 7.2. Teacher 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 Platform or to any User, however, with the exception of Teacher being permitted to refer to her/his own home page or social media pages;
- 7.3. Teacher will not use the Services for any business other than for providing the Services under this Agreement;
- 7.4. Teacher will not engage in any activity that will require Happiness 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;
- 7.5. Teacher will not copy, modify, distribute, reverse engineer, deface, tarnish, mutilate, hack, or interfere with the Platform or operations thereof, except as permitted in these Teacher Terms;
- 7.6. Teacher will not frame or embed the Platform on any websites, apps or other resources outside the Platform in a manner to circumvent the safeguards implemented by Happiness on the Platform;
- 7.7. Teacher will not impersonate another person or gain unauthorized access to another person's account;
- 7.8. Teacher 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 Platform or operation thereof; scrape, spider, use a robot or other automated means of any kind to access the Platform;
- 7.9. Teacher will not interfere with or otherwise prevent other Teachers from providing their services or Classes;
- 7.10. Teacher will maintain accurate account and payment information;
- 7.11. Teacher shall respond promptly to Learners and ensure a quality of service commensurate with the standards of their industry and instruction services in general;
- 7.12. Teacher is over the age of 18 or, if not, a third-party parent or legal guardian has agreed to these Teacher Terms, as well as all other agreements between the Parties, and will assume responsibility and liability for her performance and compliance hereunder.

8. PRICING & PAYMENTS

- 8.1. For provision of the Teacher Services in accordance with this Agreement, Teacher shall receive a fixed remuneration to be calculated on the basis of the net revenue received by Happiness from Class sales to Learners (the "**Teacher's Payout**")." The Teacher's Payout shall be calculated as follows: Teacher shall receive 10 % of the Net Revenue earned by Happiness. "**Net Revenue**" shall be defined as the net amount actually received by Happiness from Learners for Teacher Services after deduction of all costs and expenses. Such expenses include, but are not limited to, mobile application sales fees from mobile platforms such as the Apple App Store or Google Play, applicable taxes, payments to affiliates and partners (where the Class sale has been made through such affiliate), currency exchange fees, platform operation costs, any refunds to Learners or other expenses of Happiness associated with the Class sales.
- 8.2. The Teacher's Payout is specified as a net remuneration meaning that, with the exception of any

value added tax on the Teacher's Payout, the payment of any additional taxes, levies or other payments under applicable public law (such as customs fees) will be solely Teacher's responsibility.

8.3. Payments will be made in EUR or any other currency as specified in advance by Happiness. For payments of the Teacher's Payout to be made, Teacher must have an active PayPal account in good standing and keep Happiness informed as to the correct email address or other identification data related to such account. Payment of the Teacher's Payout might be subject to transaction fees by the external payment services provider in accordance with the applicable terms of this payment services provider.

8.4. If a Learner is granted a refund relevant for the calculation of Teacher's Payout after Teacher's Payout has already been disbursed to Teacher, Happiness shall be entitled to deduct the amount of such refund from the next payment to be sent to Teacher or reclaim such amount from Teacher.

8.5. Happiness reserves the right to, in its reasonable discretion, offer discounts or reduced rates to Learners regarding all or selected Classes provided by Teacher ("**Learner Discounts**"). Such granting of Learner Discounts shall be subject to appropriate prior notice by Happiness to Teacher. Happiness will not apply the Learner Discounts where such Learner Discounts would be deemed commercially unreasonable or unduly restrict Teacher's rights to fair compensation for Teacher's services under this Agreement.

8.6. The Teacher's Payout will be invoiced monthly and payments will be made no later than by the 30th day following the end of the month during which Teacher has provided billable Content to Learners. Teacher must have provided Content to Learners resulting in a minimum balance of Learner payments made for Teacher's Classes in the amount of no less than EUR 50,00. If this minimum is not reached during the respective month, Teacher's payment will roll over to the subsequent month for a maximum period of six months after Happiness has received payment from Learners.

8.7. For a period of two years after execution of this Agreement, the Teacher's Payout shall be subject to change with Happiness being entitled, in its reasonable discretion and reasonably taking into account the Teacher's interests, to unilaterally change the Teacher's Payout where such change of the Teacher's Payout does not entail a reduction of the Teacher's Payout to be deemed commercially unreasonable. Happiness will notify Teacher of such changes in accordance with the procedure set forth in sect. Happiness may at any time propose to Teacher a change to these Teacher Terms. Amendments to these Teacher Terms are offered to Teacher in written form (e.g. by e-mail) at the latest 30 days before the proposed date of their inception. Teacher's consent shall be deemed to have been given if the rejection is not conveyed to Happiness in text form before the proposed date on which the changes take effect. If Teacher does not agree with the changes, Teacher has the right to terminate the contract without notice and free of charge until the proposed date of entry into force of the changes. Happiness will expressly state the Teacher's right of rejection or termination of contract and the respective deadline in the message pointing out the imminent contractual changes. . All other changes to this Agreement shall only be effective if made in writing (e-mail sufficient).

9. AUDIT RIGHT

For the duration of applicable statutory retention periods, Happiness agrees to keep accurate books of account and records covering all revenues related solely to the Services. If Teacher has any doubts about the accuracy of the calculation of the Teacher's Payout and the paid-out portion of Teacher's revenue share under sec. For provision of the Teacher Services in accordance with this Agreement, Teacher shall receive a fixed remuneration to be calculated on the basis of the net revenue received by Happiness from Class sales to Learners (the "Teacher's Payout")." The Teacher's Payout shall be calculated as follows: Teacher shall receive 10 % of the Net Revenue earned by Happiness. "Net Revenue" shall be defined as the net amount actually received by Happiness from Learners for Teacher Services after deduction of all costs and

expenses. Such expenses include, but are not limited to, mobile application sales fees from mobile platforms such as the Apple App Store or Google Play, applicable taxes, payments to affiliates and partners (where the Class sale has been made through such affiliate), currency exchange fees, platform operation costs, any refunds to Learners or other expenses of Happiness associated with the Class sales. above, Teacher shall communicate such doubts to Happiness immediately, however under no circumstance later than two weeks after receipt of the respective invoice from Happiness. If Teacher complies with this notice period and Happiness, upon request from Teacher, fails to provide adequate additional information and documentation to illustrate Teacher's Payouts, Teacher is entitled to the inspection rights under this subsection if there continue to be reasonable doubts about the accuracy of the Teacher's Payout under the contested invoice. In such a case, Teacher shall inform Happiness immediately about the details of such doubts giving Happiness a chance to comment on Teacher's objections. In such a case, , upon Happiness failing to comment on Teacher's latest communication within reasonable time, Teacher shall have the right, to audit Happiness's books of account and records and all other documents and material in the possession or control of Happiness with respect to the disputed Teacher's Payouts during normal business hours and upon at least four weeks' notice to Happiness. Teacher understands that such accounts and records are confidential and essential business information of Happiness and Teacher agrees not to disclose them to any third party (other than his duly authorized representatives for the sole purpose of such audits). In the event that any audit reveals an underpayment by Happiness, Happiness shall immediately remit payment to Teacher in the amount of such underpayment. Such audit shall be performed solely by a sworn auditor or tax accountant appointed and paid for by Teacher.

10. LIABILITY AND INDEMNIFICATION

10.1. Teacher's Liability

Teacher is liable for any and all damage incurred by Happiness, its affiliates or its customers if and to the extent such damage is caused by willful misconduct or negligence of Teacher.

10.2. Liability of Happiness

10.2.1. Within the limits explained below, Happiness or its affiliates shall not be held liable to compensate Teacher for any tangible or emotional damage incurred by Teacher as a result of, or in connection with, Teacher' performance of his obligations under this Agreement.

10.2.2. Happiness is liable for intent and gross negligence of Happiness, its legal representatives, executives or other vicarious agents. The same applies to the assumption of guarantees or any other strict liability as well as to claims for culpable injury to life, body or health. Happiness is basically liable for simple negligent breaches of essential contractual obligations caused by Happiness, its representatives, executive employees and simple vicarious agents, i.e. such obligations on the fulfilment of which the user regularly relies and may rely for the proper execution of the contract, in this case, however, limited to the amount of the typically occurring, foreseeable damage. Any further liability of Happiness is excluded. As far as Happiness's liability under this Agreement is excluded or limited, this also applies in favor of the personal liability of its legal representatives, executives and simple vicarious agents.

10.3. Teacher's Duty of Indemnification

Teacher defends, indemnifies and holds Happiness harmless against all claims, liabilities and expenses that

other Users or other third parties assert against Happiness due to any violation of their rights by the Class Materials and other content posted by Teacher via the Happiness Services or due to the user's other use of the Platform in violation of this Agreement or applicable statutory law. Teacher shall assume the costs of the necessary legal defense of Happiness including all court and attorney fees in the statutory amount. This does not apply if Teacher is not responsible for the infringement. Teacher is obliged to provide Happiness immediately, truthfully and completely with all information that is necessary for the examination of the claims and a defense in the case of a claim by third parties. Happiness reserves the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by Teacher, in which event Teacher will cooperate with us in asserting any available defenses.

11. USER RATINGS

Learners can rate classes and Teachers after attending Classes. Teacher is aware that such ratings will be publicly available on the Platform. The reviews are not reviewed by Happiness and may be incorrect or misleading. All Learners are, however, obliged to give only truthful information in the evaluations, providing only constructive feedback and no abusive or harmful criticism.

Teacher will not or will not attempt to, either personally or by engaging third parties, to provide any falsified or inaccurate ratings for her own classes. Hence, Teacher is prohibited from:

- giving reviews about herself or have them given by third parties;
- using ratings for any purpose other than providing the Services through the Platform;
- compelling Users to post new or amend existing ratings by threatening, pressurizing or extorting them in whatever shape or form.

If Teacher is of the opinion that a rating infringes Teacher's rights under applicable statutory law or this Agreement, the procedure as per sect. INFRINGEMENTS shall apply.

12. TERM, DELETION, TERMINATION

12.1. This Agreement is concluded for a term of one year with an automatic extension to another year if this Agreement is not terminated with 3 months' notice prior to the end of the then-current contract year, effective by the end of the term. The initial contractual term shall commence on the first day of the calendar month equaling the month of this Agreement being executed by both Parties.

12.2. If the Agreement is terminated and Learners have already enrolled in Classes provided by Teacher, such Classes shall be canceled by Happiness giving notice to Learners and remitting to Learners any refunds (if any) owed to Learners due to termination of this Agreement. Teacher agrees that if Learners have previously enrolled to Teacher's Classes, after the account has been deleted Teacher's name and the name of such Classes will remain accessible to those Learners. However, deletion will only apply to Teacher's personal data, not to the Class Materials. Class Materials, after deletion will be hidden from Learners on Happiness but will remain available on the servers of the cloud solution provider used by Happiness.

12.3. Both Parties remain entitled to terminate this Agreement immediately for cause at any point in time. Without limitation, a culpable violation by Teacher of their obligations under sect. TEACHER'S FURTHER OBLIGATIONS shall be deemed good cause for an immediate termination by Happiness.

13. DATA PROTECTION, CONFIDENTIALITY

13.1. The Parties agree that Happiness is the data controller for all personal data processed through the Platform. As such, all Learner or other user data will be processed solely in accordance with the privacy practices of Happiness as described in the Happiness Privacy Statement or other applicable guidelines. Should Teacher's function bring him/her into contact with personal data, by signing this Agreement, Teacher hereby agrees to treat such personal data in a strictly confidential manner and will administer it in conformity with the above-mentioned policies.

13.2. Teacher will process all personal data solely for the purpose of fulfilment of this Agreement. Where Teacher decides to process personal data for her own purposes, Teacher will ensure at all times that such data is processed under a legal basis set forth by the EU General Data Protection Regulation (GDPR), Member State implementations or other applicable data protection law outside the EEA. Under no circumstance shall Teacher conduct such data processing on behalf and/or in the name of Happiness.

13.3. The Parties agree to treat information of a confidential nature obtained in the performance or execution of this Agreement as strictly confidential. This includes, but is not limited to, the remuneration paid to Teacher under sec. PRICING & PAYMENTS.

13.4. Teacher undertakes not to use the name of Happiness nor the name of any of its affiliated companies in whatever way for commercial purposes, with the exception of referring to having provided Services to Happiness to acquire new assignments. Teacher shall be entitled to any co-marketing measures or other advertisements using references to Happiness only upon prior express consent from Happiness.

14. MISCELLANEOUS

14.1. This Agreement shall supersede any previous agreement between the Parties to the extent that it relates to the Class Materials or the remaining subject matter of this Agreement. The Happiness user terms are incorporated by reference. In the event of a conflict between this Agreement and any further terms, contracts or agreements concluded between the Parties, this Agreement shall prevail.

14.2. No specific or implied waiver of any term, provision or condition of, or remedy under, this Agreement shall be binding against a Party, unless given in writing by that Party. No such waiver shall be considered to be a waiver of any other term, provision, or condition of, or remedy under, this Agreement.

14.3. Teacher is not entitled to assign his rights or obligations under this Agreement, without the express prior written consent of Happiness. Happiness is entitled to transfer its rights and obligations from this contractual relationship in whole or in part to a third party with a notice period of four weeks if Teacher is informed thereof and granted a change to object to such transfer. In this case Happiness shall be entitled to terminate the Agreement with immediate effect.

14.4. Happiness may at any time propose to Teacher a change to these Teacher Terms. Amendments to these Teacher Terms are offered to Teacher in written form (e.g. by e-mail) at the latest 30 days before the proposed date of their inception. Teacher's consent shall be deemed to have been given if the rejection is not conveyed to Happiness in text form before the proposed date on which the changes take effect. If Teacher does not agree with the changes, Teacher has the right to terminate the contract without notice and free of charge until the proposed date of entry into force of the changes. Happiness will expressly state the Teacher's right of rejection or termination of contract and the respective deadline in the message pointing out the imminent contractual changes. . All other changes to this Agreement shall only be effective if made in writing (e-mail sufficient).

14.5. All notices, requests, demands and other communications which are required or may be given under this Agreement shall be made in writing (e-mail sufficient) to the e-mail address specified by each Party upon conclusion of this Agreement

14.6. Should individual provisions of this Agreement be or become void or ineffective in whole or in part, this shall not affect the effectiveness of the remaining provisions. Voided or ineffective provisions shall be replaced by applicable statutory law. If such statutory law is not available in the respective case (loophole) or would lead to an unacceptable result, the Parties shall enter into negotiations to replace in good faith the voided or ineffective provision with an effective one that shall incorporate as far as possible the commercial intent of the original provision.

14.7. This Agreement is subject to German law. The application of the UN Convention on Contracts for the International Sale of Goods (CISG) is excluded.

14.8. Happiness is neither willing nor obliged to participate in dispute resolution proceedings before a consumer arbitration body.

14.9. Berlin, Germany, is the exclusive place of jurisdiction for all disputes arising from the contract of use and this Agreement for Teachers who are merchants/traders within the meaning of Art. 4 of Regulation (EU) No. 524/2013, a special fund under public law or a legal entity under public law.

14.10. For Teachers who are consumers, place of jurisdiction is the respective place of residence of Teacher and at the headquarters of Happiness. Happiness may initiate legal proceedings against consumers only before the courts of Teacher's residence.

IDEAWISE LIMITED

TEACHER

PLACE/DATE

PLACE/DATE

SIGNATURE

SIGNATURE