Independent Contractor Agreement – Lemon Sun LLC

Independent Contractor Agreement

This independent contractor agreement is between LEMON SUN LLC (doing business as BOOST ENGLISH), a Florida limited liability company ("the Company"), and _____ ("the Contractor"), an individual or entity providing services in the course of their own independent business.

The Company operates an online platform through which families book English language classes. The Contractor is an independent teaching professional who wishes to provide online English classes to students booked through the Company.

The Contractor has performed the same or similar services for others and is free to continue doing so.

The parties therefore agree as follows:

1. Engagement; Services

(a) Engagement. The Company engages the Contractor to provide, and the Contractor agrees to provide, the online English classes and related student feedback described in Exhibit A (the "Services"), on a class-by-class basis.

(b) Standards. The Contractor shall perform the Services professionally, in line with the Service Standards in Exhibit A, using the Contractor's own equipment, internet connection and workspace.

(c) No minimum volume. The Company does not guarantee any minimum number of classes or any level of earnings, and the Contractor is not obliged to accept any minimum number of classes.

(d) Legal compliance. The Contractor shall perform the Services in accordance with all laws applicable to the Contractor, including tax, social security, immigration and business-registration rules in the Contractor's country of residence.

(e) Company's obligations. The Company shall pay the fees earned under Exhibit A on time and give the Contractor at least 30 days' notice of any change to Exhibit A.

2. Term and Termination

(a) Term. This agreement starts on the date of the last signature and continues until terminated under this section.

(b) Termination. This agreement may be terminated:

1. by either party on 14 days' written notice, with or without cause;
2. by either party for a material breach not cured within 3 days of written notice;
3. by the Company immediately if the Contractor breaches Exhibit B (Residence and Compliance), Exhibit C (Child Safeguarding) or Exhibit D (Data Protection), provides false information, or is charged with or convicted of any offence involving minors; or
4. automatically on the death of the Contractor or the dissolution of the Contractor's business.

(c) Effect of termination. The Company shall pay the Contractor for classes delivered before termination. No other compensation is payable.

3. Compensation

(a) Fees. The Company shall pay the per-class fees set out in Exhibit A for each class the Contractor delivers.

(b) Invoicing. The Contractor shall issue an invoice to the Company for the classes delivered each month, in the Contractor's own name and format and in accordance with the rules of the Contractor's country of residence.

(c) No other compensation. The fees in Exhibit A are the Contractor's sole compensation.

(d) Expenses. The Contractor bears all costs of performing the Services, including equipment, internet, software and insurance.

(e) Taxes. The Contractor is solely responsible for all income tax, social security contributions, VAT or sales tax, business registration and any other tax or filing obligation arising from the Services, in the Contractor's country of residence or elsewhere. The Company does not withhold any amount and gives no tax advice.

(f) No employee benefits. The Contractor has no claim against the Company for vacation pay, sick pay, retirement, social security, workers' compensation, health or unemployment benefits, or any other employee benefit.

4. Nature of Relationship

(a) Independent contractor. The parties are independent contractors. Nothing in this agreement creates an employment, agency, partnership or joint-venture relationship. Neither party may bind the other.

(b) Control of the work. The Contractor decides when they are available, which class slots they open, and the means and methods used to teach, subject only to the outcome-based Service Standards in Exhibit A.

(c) Substitution. The Contractor may arrange for another teacher from the Company's approved roster to deliver a class in their place, and is responsible for that arrangement.

(d) Insurance. The Contractor is responsible for any insurance they need for their own business.

5. Intellectual Property

(a) Company materials. Lesson plans, slides and other materials supplied by the Company remain the Company's property. The Contractor may use them only to deliver the Services.

(b) Contractor materials. Materials the Contractor created before or outside this agreement remain the Contractor's. If the Contractor uses them in a class, the Company receives a non-exclusive, royalty-free licence to use them for that class.

(c) Student feedback. Written evaluations prepared for students under this agreement may be used by the Company to serve those students.

6. Trademarks

The Contractor may use the name "Casita de Inglés" only to identify classes delivered through the Company, and must stop on termination.

7. Confidentiality

The Contractor shall keep confidential all non-public information about the Company, its students and families, and use it only to provide the Services. This obligation survives termination. It does not apply to information that is public, already known to the Contractor, independently developed, or legally required to be disclosed (with prompt notice to the Company where lawful).

8. Other Activities; No Exclusivity

The Contractor is free to work for other clients, schools and platforms, including competitors, and to teach their own private students, provided they do not solicit students introduced by the Company for 12 months after their last class through the Company.

9. Return of Materials

Within 7 days of termination the Contractor shall delete or return all Company materials and all student and family data.

10. Indemnification

(a) By the Contractor. The Contractor shall indemnify the Company against claims, penalties and costs (including reasonable legal fees) arising from: (i) the Contractor's negligence or wilful misconduct; (ii) the Contractor's breach of this agreement; or (iii) any inaccuracy in the declarations in Exhibit B, or the Contractor's failure to meet their own tax, social security, immigration or registration obligations.

(b) By the Company. The Company shall indemnify the Contractor against claims arising from the Company's operation of its business or its breach of this agreement, except to the extent caused by the Contractor.

11. Force Majeure

Neither party is liable for failure to perform caused by events beyond its reasonable control, provided it notifies the other party promptly and uses reasonable efforts to resume performance.

12. Governing Law

(a) Choice of law. The laws of the State of Florida govern this agreement, without regard to conflict-of-laws principles, except where mandatory law of the Contractor's country of residence applies.

(b) Forum. The parties submit to the state and federal courts located in Pinellas County, Florida.

(c) Legal fees. The prevailing party in any action to enforce this agreement may recover reasonable legal fees.

13–22. Boilerplate

13. Amendments. Amendments must be in writing and signed (electronic signature is valid), except changes to Exhibit A notified under section 1(e).
14. Assignment. Neither party may assign this agreement without the other's written consent, except substitution under section 4(c).
15. Counterparts; electronic signatures. This agreement may be signed in counterparts and electronically.
16. Severability. An invalid provision does not affect the rest of the agreement.
17. Notices. Notices must be in writing and sent by email to the addresses below.
18. Waiver. A waiver is effective only if in writing.
19. Entire agreement. This agreement and its Exhibits A–D are the entire agreement between the parties.
20. Headings. Headings are for convenience only.
21. Effectiveness. This agreement is effective on the date of the last signature.
22. Further assurances. Each party shall take reasonable steps to give effect to this agreement.

23. Residence and Compliance

The Contractor shall complete and sign the Residence and Compliance Declaration in Exhibit B before delivering any class, keep it accurate, and notify the Company in writing within 15 days of any change of country of residence or tax residence. The Company may suspend new bookings until an updated declaration is received.

24. Child Safeguarding

The Contractor's students are minors. The Contractor shall provide the background checks listed in Exhibit C before delivering any class, renew them as stated there, and comply at all times with the Child Safeguarding Code in Exhibit C.

25. Data Protection

Where the Contractor processes personal data of students or families, the Contractor does so as a processor on behalf of the Company under the Data Processing Addendum in Exhibit D.

Notices and Signatures

LEMON SUN LLC – BOOST ENGLISH

SIGNATURE: ALEJANDRO MENDOZA

TITLE: CEO

SIGNATURE: _____ DATE:_____

TITLE: TEACHER

Exhibit A – Service Standards and Fees

These are the outcomes families expect from a Casita de Inglés class. How the Contractor achieves them is the Contractor's professional decision.

1. Service standards

1. Approach. Classes follow a play-based, communicative approach: students should enjoy the class, feel safe making mistakes and leave wanting to continue.
2. English only. Classes are delivered in English. Questions from parents in Spanish are redirected to the Company.
3. Materials. The Company supplies a weekly lesson plan as a reference. The Contractor may adapt pace, level and activities to each student.
4. Professional setting. A child-appropriate background and appearance, good lighting, stable connection, and no personal content visible on screen.
5. Punctuality. The class starts at the booked time and lasts its full booked length.
6. Student evaluation. After each class the Contractor completes the evaluation form (checkboxes plus 2–3 sentences) within 24 hours. Evaluations should be specific and constructive (strength, area to improve, strength).

7. Communication with families. Ongoing communication with families is handled by the Company. The Contractor tells the Company about any concern raised by a family or observed in class.

2. Availability and bookings

1. The Contractor opens and closes their own available class slots.
2. The Company books students only into slots the Contractor has opened.
3. The Contractor may decline a recurring student for a reasonable cause by telling the Company.
4. The Contractor may arrange a substitute from the approved roster (section 4(c) of the agreement).

3. Fees

Service	Fee (EUR)
Standard class, 30 minutes	6.50
Standard class, 60 minutes	13.00
Urgent cover booked the same day, more than 2 hours before start (per 60 minutes)	15.00
Urgent cover booked less than 2 hours before start (per 60 minutes)	17.50

Classes of other lengths are paid pro rata. Fees are paid monthly, between the 28th and the 5th, against the Contractor's invoice, by bank transfer or PayPal. Transfer or conversion fees on the Contractor's side are borne by the Contractor.

4. Cancellations by the Contractor

Notice given	Consequence
48 hours or more	None
Less than 48 hours, substitute arranged	None
Less than 48 hours, no substitute	Service credit of EUR ____ per class, deducted from that month's fees
No-show	The class is not paid and a service credit of EUR ____ applies

No justification or documents are required for any cancellation.

5. Payment for incomplete classes

A class cut short by the Contractor's connection or equipment is paid pro rata for the time delivered. A class not delivered because the student did not attend is paid in full.

Exhibit B – Residence and Compliance Declaration

The Contractor declares, and confirms each year by 1 September or within 15 days of any change:

Country where I physically live and deliver the classes	
Country of tax residence	
Tax identification number in that country	
Registered as self-employed / business in that country (yes / no / not required)	
Registration number, if any	

I confirm that:

1. The information above is true, and I will notify the Company in writing within 15 days of any change.
2. I am solely responsible for complying with the tax, social security, business-registration and immigration rules of my country of residence, and I am legally entitled to provide these services from that country.
3. If I live in Spain or any other country of the European Union, I am registered as self-employed (in Spain: alta en el RETA and Hacienda) or operate through my own company, and I will provide proof of registration before my first class and on request.
4. I understand that if any of these declarations is or becomes untrue, the Company may suspend bookings or terminate this agreement immediately, and I will indemnify the Company under section 10(a)(iii).

Signature: _____ Date: _____

Exhibit C – Child Safeguarding Code

1. Background checks

Before the first class, the Contractor provides a criminal record certificate from their country of residence (and from any country where they lived in the last 5 years, where obtainable) showing no offences against minors.

2. Conduct in class

1. Classes take place only on the Company's platform or links, at booked times.
2. No private contact with students or families outside the platform: no personal phone numbers, social media, email or messaging apps.
3. No photos, screenshots or recordings of students; no sharing of any class content on personal accounts.
4. Respectful language at all times; redirection rather than negative language. A student may be muted briefly only to restore order.
5. No comments on a student's appearance, home, family or culture.

3. Reporting concerns

Any sign that a student may be at risk, or any inappropriate behaviour by an adult in the student's environment, is reported to the Company's child protection lead on the same day at central@lacasitadeingles.com. The Contractor does not investigate or contact the family about it.

4. Breach

A breach of this Code allows the Company to terminate the agreement immediately (section 2(b)(3)) and, where required by law, to inform the competent authorities.

Exhibit D – Data Processing Addendum

The Company is the controller, and the Contractor a processor, of the personal data of students and families (Article 28 of the EU General Data Protection Regulation).

Item	Detail
Data	Student first name, age, level, class recordings if any, evaluations; parent name and contact details only where shown on the platform
Purpose	Delivering classes and writing evaluations, nothing else
Duration	The term of the agreement; data deleted within 7 days of termination
Location	Accessed only through the Company's platform; not downloaded or stored on personal devices

The Contractor shall:

1. process the data only on the Company's documented instructions;
2. keep it confidential and protect it with reasonable security (password-protected device, updated software, no shared accounts);
3. not engage another processor or substitute without the Company's approval (substitutes come from the approved roster);
4. notify the Company within 24 hours of becoming aware of any data breach;
5. help the Company answer requests from families exercising their data rights; and
6. delete or return all data on termination and confirm it in writing.

Where the Contractor is outside the European Economic Area, the parties agree to the European Commission's Standard Contractual Clauses (module 2, controller to processor), incorporated by reference.