



**GUARDIANS
INTERNATIONAL**

EDUCATION AGENTS AGREEMENT



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THIS AGREEMENT is dated(insert date)

BETWEEN:

(1) Guardians International (Asia) Limited ("the Principal"); and

(2) Rise Smart Overseas Education Centre ("the Agent")

1. Definitions

- 1.1 "Net Sales Value" means the price charged to customers for the Services introduced and sold under this Agreement less any VAT, or other sales tax.
- 1.2 "The Services" means any of the fee generating services provided by the Principal which may change from time to time.
- 1.3 A "Customer" is defined as a person, family, student or organization that enters into a contractually binding income generating relationship with the Principal.
- 1.4 An "Introduction" is where the Agent has made a formal introduction and recommendation of the Principal and the Services provided by the Principal to a customer.
- 1.5 A "Conversion" is where an introduced customer has signed a contract for the Services of the Principal and paid the appropriate fees in full.
- 1.6 A "Sale" is where the Agent has made a conversion on behalf of the Principal and ensured completed all of the relevant paperwork associated with the Services has been completed by the customer. It also requires that the fees for the service are paid in full.
- 1.7 The term "Paid" or "Pays in Full" refers to cleared funds in the Principals bank account.
- 1.8 "The Term" means the period set out in clause 12 unless earlier terminated.
- 1.9 "The Territory" means Hong Kong, Peoples Republic of China, Taiwan, Thailand, South Korea, Indonesia, Malaysia, Vietnam, Japan and Philippines.

2. Appointment

The Principal appoints the Agent as an independent representative to market, introduce and sell the Services of the Principal for the duration of this Agreement on a non-exclusive basis in the Territory.

- 2.1 The Principal may from time to time with written notice:
 - (a) alter the Territory.
 - (b) increase or decrease the range of the Services.
- 2.2 The Agent undertakes not to appoint any sub representative or otherwise sub-contract or delegate its obligations under this Agreement nor to assign its right under this Agreement other than with the

written consent from the Principal.

3. Best efforts

- 3.1 The Agent shall devote its best efforts to marketing the Services and supporting customers which have been introduced to the Principal. The Agent shall act in good faith in its performance of its obligations under this Agreement and take all due care and diligence in soliciting introductions, conversions and sales of the Services.
- 3.2 The Agent shall not engage in any business which creates a conflict of interest with the Agent's obligations under this Agreement for the duration of this Agreement whether direct or indirect.
- 3.3 The Principal shall provide the Agent with marketing support and materials from time to time or upon request from the Agent.

4. Confidential information

- 4.1 The Agent shall not divulge, disclose or communicate to any person nor use for its own benefit any information concerning any matters affecting or relating to the business of the Principal, including without limitation, customer names and order details, Principal services, technical and financial information and the terms of this Agreement and the documents referred to in this Agreement ("the Confidential Information").
- 4.2 The Agent undertakes to return all Confidential Information on demand to the Principal and forthwith on termination of this Agreement and in each case, cease to use the same and not retain any copies of it.

5. Approvals, Introductions, Conversions and Sales and Advertising

- 5.1 All introductions, sales and conversions solicited by the Agent shall be subject to acceptance by the Principal.
- 5.2 A "Converted Introduction" that attracts a commission is considered to be one that was introduced by the Agent to the Principal where the Principal had no current involvement with that customer. This introduction needs to be converted to a sale by the Principal who is then able to invoice and collect in full any fees, i.e. cleared funds, due for the Services.
- 5.3 For an Introduction to be classified as a "Sale", all orders submitted to the Principal by the Agent must be accompanied by a signed Parental Contract, Publicity Consent Form and completed Student Profile. The Agent must ensure that all orders are submitted with the details of the customer and student(s). All "Sales" attract a higher commission rate as set out in clause 8.2 but payment of commissions is subject to the Principal being able to invoice and collect in full any fees i.e. cleared funds, due for the Services.
- 5.4 The Agent shall provide all introductions or completed sales to the Principal in the format mutually agreed by the Principal and Agent in a timely basis. Copies of the information shall be retained by the Agent for the purpose of verifying any commissions payable.
- 5.5 The Agent shall make the Principal aware in advance of details of all advertising, publicity, press public relation shows conferences and other marketing and promotional activities that they that will be undertaking to assist in the sale of the Services. The Principal and Agent shall mutually determine whether such advertising or activities will attract marketing support and what format any such support should take.

6. The Principal's obligations

- 6.1 The Principal shall provide the Agent with all necessary materials and documents and other information necessary for the Agent to perform its obligations under this Agreement, details of which shall be communicated to the Agent from time to time.
- 6.2 The Principal shall notify the Agent of any Introductions or Sales that have been rejected and the reasons for any such rejection.
- 6.4 The Principal shall provide training, support and assistance for the Agent from time to time and / or as agreed between both parties.

7. Commission

- 7.1 Commission for a "Converted Introduction" is at the rate as laid out in the "GIL Agent Information" document and are based on the services contracted by the customer. This document is reviewed every year and sent to all parties to attach to this agreement which then constitutes the pricing and commissions payable under this agreement for the next twelve months. All payments for any "Converted Introduction" is dependent the customer uses the services contracted and pays in full i.e. cleared funds, for the Principal's services.
- 7.2 Any changes to such commission rates or details of commission and dates of payment shall only be made effective on written notice of the Principal to the Agent. Local currency equivalents are based on an exchange rate determined by Guardians International (Asia) Limited based on the prior months exchange rates.
- 7.3 The Principal shall pay the Agent a commission on the Services of 50% of the commission upon cleared payment by the customer of the Principals fees and 50% after six months of this payment or the first term of study has been completed, whichever is earlier. All commission payments shall be in relation to customers solicited by the Agent and accepted by the Principal under the terms of this Agreement.

8. Performance reviews and enhanced commissions

- 8.1 The Principal and the Agent shall meet periodically to discuss performance by both parties and how this performance can be improved to increase conversion and sales volumes to mutual benefit.
- 8.2 The Agent has the opportunity to receive enhanced commissions or fees for increased volumes of conversions and sales. All enhanced commissions are agreed up front between both parties and least nine months prior to the academic year into which new students will join their schools and any such commissions or fees are laid out in an attachment to this agreement. Any enhanced commission is payable for one year only.

9. Non-payment or late payment by accounts

- 9.1 Where a customer of the Principal does not pay an invoice on which the Agent has received or is entitled to receive commission or fee, the Agent shall be charged back a sum equal to its commission rate on the unpaid balance owing by the customer.
- 9.2 If any such customer's account is unpaid for 120 days after the date of invoice, the Agent shall be charged back the sum equal to his commission rate or fees on the arrears on the balance on the account; payment of such commission or fees to the Agent shall not be reinstated.

- 9.3 Where a customer in default of payment subsequently makes a payment after the Agent has repaid or been charged back its commission under clauses 9.1 and 9.2 above, the Agent shall be repaid such commission less a 5% handling charge.

10. Independent contractor

- 10.1 The Agent is acting solely as an independent contractor and nothing in this Agreement shall constitute the creation or establishment of a partnership, joint venture or employee/employer relationship between the parties.

11. Indemnification

- 11.1 The Agent shall indemnify and hold the Principal harmless from all claims, costs, expenses including legal fees arising from the Agent's misrepresentations of the quality, use or purpose of the Services, the Agent's disparagement of the Principal's competitors or their merchandise, or any promises or representations made by the Agent contrary to the Principal's policies or instructions.

12. Term and termination

- 12.1 The Agent is appointed as the Agent by the Principal on for a fixed term of twenty four months from the date of this agreement ("the Term"). This Agreement may be renewed for subsequent twelve month period by agreement between the parties any time before the expiration of the Term or any subsequent twelve-month term.
- 12.2 Either party may terminate this Agreement on written notice to the other at any time as follows:
- (a) One month's notice in the first year of this Agreement.
 - (b) Two months' notice during the third year of this Agreement when the Agreement has been renewed under clause 12 above.
 - (c) Three months' notice after completion of the second year of this Agreement where the Agreement is renewed under this clause.
- 12.3 Notwithstanding the above this Agreement may be terminated immediately on written notice by one party to the other where the other party is in breach of any provisions with this Agreement, including without limitation failure to meet the requirements set out in any of the clauses above or by operation of law or where the other party goes into liquidation or becomes bankrupt or equivalent such events in the jurisdiction to which the other party is subject or there is a change in control of the Agent where a company or the death of the majority shareholder or owner of the Agent.

13. Return of materials and payment of commission upon termination

- 13.1 On termination of this Agreement by either party, the Agent shall return promptly to the Principal all sales materials, price lists, customer account lists, copies of invoices, mailing lists and other materials including computer software, if any, supplied to the Agent by the Principal or any customer or contact arranged through the operations of this Agreement. The Agent shall forthwith cease to use such documents and shall not retain any copies of them.
- 13.2 Where this Agreement is terminated, the Principal shall pay commission to the Agent on orders written and solicited by the Agent and accepted by the Principal as at the date of termination. Such commission shall be paid to the Agent after the orders have been invoiced and paid for in cleared funds by the customer.

13.3 In addition, the Agent shall be entitled to indemnity on the termination of this Agreement for reasons other than a breach of the terms of this Agreement by the Agent. The parties agree that the indemnity payable to the Agent, if any, shall be assessed in accordance with the Commercial Agents Regulations 1993.

14. Governing Law

14.1 The laws of England and Wales shall govern this agreement.

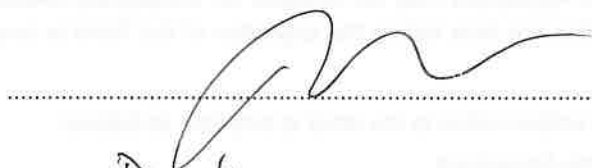
SIGNED:



Date: 1st January 2019

Jonathan Sherry, Managing Director, Guardians International

SIGNED:



..... (insert signature)

Director

..... (insert name and position in the company)

Rie Smart Overseas Education Centre

..... (insert company name)