

AGENT'S AGREEMENT

This AGREEMENT, dated

BY and BETWEEN

MB Scambi Culturali srl
(hereinafter called 'School')

AND _____

(hereinafter called 'Representative')

THAT

The School does hereby appoint the Representative to promote the School and to recruit students for the School, and the Representative does hereby accept the appointment subject to the following terms and conditions:

1. PURPOSE:

The Representative shall endeavour to promote and assist in student admissions for the School only in accordance with the policies and procedures established by the School.

2. TERRITORY:

The responsible geographical territory of the Representative will be in _____, which is not exclusive for the Representative. The Representative acknowledges that the School may, at its sole discretion, appoint other representatives in _____ from time to time.

3. PERIOD OF REPRESENTATION:

The term of this Agreement shall be effective from the date on which both parties sign this Agreement until one year after the signing of the Agreement. The term of this Agreement may be extended or renewed by written notice, subject to a satisfactory review of the performance of the Representative by the School.

4. RESPONSABILITIES OF THE REPRESENTATIVE:

4.1. It shall be the responsibility of the Representative to actively and continuously promote and recruit students for the School in accordance with all School policies and procedures, and to assist in the registration of students and the collection of applicable fees within the term of this Agreement and in the Representative's assigned geographical territory.

4.2. The Representative shall keep the School properly advised and informed on a timely basis as to the general conditions which pertain to or affect student admissions in his/her assigned territory.

4.3. The Representative shall comply with all directives as may be promulgated by the School from time to time, including, but not limited to, its admission, and other policies, as well as fee schedule.

4.4. The Representative is responsible for her/his own marketing and may use the brochures and other

publications as produced by the School or materials of her/his own design providing these materials are first approved by the School, in writing. The Representative may not in any way misrepresent the School and must only provide current information in her/his literature and presentations.

4.5. The Representative may accept the full application, tuition, housing and other payments together with applicable taxes from any prospective student based upon those rates charged by the School from time to time (hereinafter called Total Payment). All payments received by the Representative from the students shall be held by the Representative in trust for and in the name of the School. The Representative may sign a receipt of acceptance of such payments on behalf of the School, but may not sign on behalf of the School for any matter except as otherwise expressly authorized by the School, in writing. The Representative shall forward the Total Payment collected to the School promptly upon receipt thereof.

4.6. The Representative agrees to return all the School's materials when this agreement is terminated. Immediately upon termination of this Agreement, the Representative shall stop using the School's name, promotional materials and proprietary information.

5. RESPONSABILITIES OF THE SCHOOL:

5.1. The School will, from time to time, furnish the Representative with student registration supplies such as brochures, fee schedules, application forms and other necessary aids, free of any charges.

5.2. The School will maintain open lines of communication with the Representative regarding any suggestions for a more effective and efficient operation in Padova and in Italy.

6. COMMISSION:

6.1 INTERNATIONAL SUMMER CAMP

The Representative shall be entitled to receive, as compensation for promoting and assisting in student admissions for the International Summer Camp,

1 – 10 students a commission of 20%

11+ Students a commission of 25%

on holiday cost excluding enrolment fee, transfers and optional excursions. Commissions will be calculated on the total number of students sent to the camp throughout the period.

6.3 The School will pay the Representative the above-mentioned commission no later than 30 days after the required fee(s) are collected by the School.

6.3a.

In the event of a cancellation, the Representative covenants and agrees that any and all commissions earned by the Representative shall, at the direction of the School and immediately upon receiving notification of same, be returned by the Representative to the cancelling students who are receiving a refund from the School, or directly to the School, as the case may be. The Representative shall indemnify and hold the School harmless from any and all claims made by a cancelling student against the School for the Representative's failure to return the commission retained by the Representative.

6.4. If any commissions collected by the Representative are required under the terms of this agreement to be reimbursed to the student or the School, and such reimbursement is not made, the School may deduct and set-off any payments due to the Representative by the School.

7. RELATIONSHIP BETWEEN THE SCHOOL AND THE REPRESENTATIVE:

7.1. It is understood and agreed that the Representative is an independent agent and that neither the School nor the Representative assumes any liabilities whatsoever, each for the other, directly or indirectly.

7.2. It is also agreed that this Agreement shall not under any circumstances create the relationship of joint venture or partnership between the parties hereto. The Representative covenants and agrees to inform every party it deals with as agent for the School that the Representative is an independent agent, that the agent does not have the power or authority to bind the School and that the School is not liable for the acts of the Representative.

AGREED TO AND SIGNED BY:

Name of Representative _____ Signature _____

Date: _____

AND

MB Scambi Culturali srl
Via G.B. Ricci, 6 – 35131 Padova – Italy
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Email: info@mbscambi.com
Web: www.mbscambi.com/incoming

MB Scambi Culturali – Managing Director Signature _____

Date: