

EDUCATIONAL TOUR OPERATOR AGREEMENT

This Educational Tour Operator Agreement is made as of the **DATE, YEAR** between

Oxford International New York City & Oxford International San Diego & are owned and operated by **International Educational Services LLC**, a wholly owned subsidiary of Sparrowhawk 3 Ltd.
dba **Oxford International Education Group**.
(the "School")

Agency Name
(the "Educational Tour Operator")

FOR VALUE RECEIVED, the parties agree as follows:

SECTION 1 - APPOINTMENT

1.1 The School appoints the Educational Tour Operator as its Educational Tour Operator, on a non-exclusive, non-transferable basis, and authorizes the Educational Tour Operator to act as Educational Tour Operator on behalf of the School to:

(a) market and sell services to prospective clients (collectively, the "Students" and individually, the "Student") in **Region** as the same may be amended by the School from time to time; and

(b) enter into contracts with Students pursuant to which the Student will agree to purchase, and the School to provide, language training services, all in accordance with the provisions of this Agreement and the programs made available by the School from time to time.

1.2 This agreement is effective as of the date both parties received signed copies and will continue indefinitely unless terminated in accordance with this Agreement. The Educational Tour Operator will market, promote and sell the services of the School at the published prices at its own expense during the term of this Educational Tour Operator Agreement.

SECTION 2 - RESPONSIBILITIES OF THE EDUCATIONAL TOUR OPERATOR

2.1 Tuition Fees and other fees as stated on the Oxford International North America/ OIEG San Diego & OIEG New York Price List are updated by the School periodically. It is the sole responsibility of the Educational Tour Operator to ensure the usage of the latest fees for all tuitions and other services. The School will not collect balance of old fees from Students.

2.2 The Educational Tour Operator cannot change, increase, add additional fees, decrease and/or discount the School prices without prior written consent from the School in each and every individual case.

2.3 The Educational Tour Operator will ensure that all the School's promotional material, including but not limited to, brochures, information pamphlets, printed flyers, price lists, advertisement posters and all printed documents are accurately translated, at the Educational Tour Operator's expense for local use.

2.4 The Educational Tour Operator may charge additional fees for its own services as long as the amount of such fees are made explicitly known to the Students as fees charged by the Educational Tour Operator and not charged on behalf of the School.

2.5 In the event that a Student qualifies for a refund and in the case that the commission has already been paid, the Educational Tour Operator is responsible for refunding the commission to the Student on a pro-rated basis.

2.6 The Educational Tour Operator will make all necessary efforts to ensure that all student applications are accurate and complete before submission to the School.

2.7 The Educational Tour Operator agrees to represent the School in the location indicated on the Educational Tour Operator Agreement and must sign a separate Educational Tour Operator Agreement for each separate location.

2.8 The Educational Tour Operator agrees to uphold the Educational Tour Operator Terms & Conditions as outlined in Schedule B as the same may be changed by the School from time to time with written notice to the Educational Tour Operator.

2.9 The Educational Tour Operator must represent the School in a proper and professional manner at all times. The rules and regulations of the school and immigration laws of the United States must be explained to each and every Student. It is the sole responsibility of the Educational Tour Operator to make sure that each and every Student is aware of and understands all the conditions for attending the School and travelling to the United States.

SECTION 3 - FEES

3.1 In consideration of the Educational Tour Operator providing service under this Agreement, the School will pay the Educational Tour Operator the fees as outlined in the attached Oxford International Agreement.

3.2 A Student is considered a referral by the Educational Tour Operator, for which the Educational Tour Operator is entitled to receive fees from the School, if and only if:

(a) The Student's registration at the School is a direct result of the active promotion of the School by the Educational Tour Operator.

(b) The Student's registration is taken by the Educational Tour Operator and the Educational Tour Operator has authorized the Student's enrolment form, by a stamp or signature on the enrolment form.

(c) The Educational Tour Operator has made all the necessary arrangements to ensure that all fees payable to the School are made before the commencement of the Student's scheduled classes and or program.

3.3 If payment is collected by the Educational Tour Operator from the Student, the Educational Tour Operator may subtract fees payable by the School to the Educational Tour Operator and forward the balance of all fees payable by the Student to the School as it appears on the School's "Net Invoice".

3.4 If payment is made by the student directly to the School, the School will forward the Educational Tour Operator's fees once the refund cancellation period has passed and upon receipt of invoices remitted by the Educational Tour Operator, unless agreed upon otherwise.

SECTION 4 - PAYMENT SCHEDULE

4.1 The Educational Tour Operator will ensure that all Fees for all the services requested by the Student are paid in full and received by the School in reasonable time prior to the commencement date of the Student's program, accommodations, and/or other services requested by the Student.

4.2 The School will confirm a Student's registration, issue a letter of acceptance for the purposes of the Student authorization applications, and provide homestay information to the Educational Tour Operator only if all Fees have been received by the School in full prior to the commencement date, unless otherwise agreed upon in writing.

4.3 The School is not responsible for loss of seats within a program or accommodation reservation due to late receipt of tuition and/or accommodation fees.

4.4 All programs, classes and accommodations offered by the School are on a first come first served basis. An application to the School for study or accommodations is only considered complete if and when the services requested for are paid for prior to the Student's arrival at the school or the accommodation. Although the School will try its best to accommodate late or last minute registrations it does not guarantee placement of any Student into any accommodations or classes if the Student's fees are not paid at least thirty (30) days prior to the Student's class, program commencement date, or arrival date.

SECTION 5 - CANCELLATIONS AND REFUNDS

5.1 The Educational Tour Operator is responsible for informing the Student of the School's cancellation and refund policies as outlined in the School's enrolment form.

5.2 The Educational Tour Operator is responsible for informing the School in writing of cancellations, postponements and withdrawals by the Student.

5.3 The Educational Tour Operator will transact and administer all cancellations, postponements and withdrawals and/or issue refunds requested by the Student in accordance with the refund policy outlined in the School's enrolment form.

5.4 The Educational Tour Operator cannot withhold any part of the tuition fees refunded by the School nor any part of the commission paid by the School for services that have not been rendered. The Educational Tour Operator can charge separately a cancellation or administrative fee. Such fees must be charged in accordance with Section 2.

5.5 The Educational Tour Operator is responsible for any accommodation indemnities due to last minute cancellations.

SECTION 6 - LIMITED AUTHORITY

6.1 The Educational Tour Operator shall have no authority to assume or create any obligation of any kind on behalf of or in the name of the School except pursuant to the authority granted under and in accordance with the terms and conditions of this Agreement.

6.2 The Educational Tour Operator shall not display, utilize or otherwise use any trade-mark or trade name of the School except as is approved by the School. The Educational Tour Operator shall not contest the exclusive right of the School to use any such trade-mark or trade name.

SECTION 7 - TERMINATION

7.1 Both parties, the School and the Educational Tour Operator, have the right to terminate this Educational Tour Operator Agreement immediately, without being required to provide any reason and without prejudice or any other remedies or reasons that may be available to the party electing to terminate this Educational Tour Operator Agreement, by providing a written notice to the other party.

7.2 Any breach of this Agreement by either party, unless waived by the other party, shall constitute the termination of the Educational Tour Operator Agreement by default with immediate effect.

7.3 Upon the termination of this Agreement the Educational Tour Operator is no longer considered an Educational Tour Operator of the School, the School's programs, the School's services and products. By such, the Educational Tour Operator must cease all advertising and/or promotions of the School. All material related to and pertaining to the School including, but not limited to, posters, brochures, course books, price lists, and other materials, whether in English or any other language, whether produced by the School, a School representative or the Educational Tour Operator, must be immediately removed from the Educational Tour Operator's location of business and no longer presented to any Students or potential Students by the Educational Tour Operator or any parties in any way affiliated with or related to the Educational Tour Operator or the Educational Tour Operator's company. All such materials must be returned to the School at the Educational Tour Operator's expense within fifteen (15) days of termination. The material cannot be transferred, sold, given to or traded with any other person(s), including but not limited to, other Educational Tour Operators and/or other educational institutions.

SECTION 8 - INDEMNIFICATION

8.1 *The School's Indemnity.* The School shall indemnify and save harmless the Educational Tour Operator from and against any and all cost, expense or loss suffered or incurred by the Educational Tour Operator as a result of:

- (a) any failure by the School to observe or perform any covenant or obligation contained in this Agreement to be observed or performed by it; or

- (b) any demand action or claim made against the Educational Tour Operator relating to the services provided by the School.

8.2 *The Educational Tour Operator's Indemnity.* The Educational Tour Operator shall indemnify, defend and save harmless the School from and against any and all cost, claim, demand, expense or loss suffered or incurred by the School as a result of:

- (a) any failure by the Educational Tour Operator to observe or perform any covenant or obligation contained in this Agreement to be observed or performed by it; or
- (b) any gross negligence, wilful default or dishonesty by the Educational Tour Operator in connection with performance by the Educational Tour Operator of its obligations under this Agreement.
- (c) any demand or claim relating to the services provided by the Educational Tour Operator.

SECTION 9 - CONFIDENTIALITY

9.1 Except as provided by Sections 9.1(b) and 9.2(b), each of the parties shall at all times during the continuance of this Agreement and after its termination:

- (a) use its best endeavours to keep all Confidential Information (being any information which is disclosed to the other party pursuant to or in connection with this Agreement, whether orally or in writing, and whether or not such information is expressly stated to be confidential) confidential and accordingly not to disclose any Confidential Information to any other person; and
- (b) not use any Confidential Information for any purpose other than the performance of the obligations under this Educational Tour Operator Agreement.

9.2 Any Confidential Information may be disclosed by a party to:

- (a) any governmental or other authority or regulatory body as is required by law; or
- (b) any employees of the party or of any of the aforementioned persons, to such extent only as is necessary for the purposes contemplated by this Agreement, or as is required by law and subject in each case to the party using its best endeavours to ensure that the person in question keeps such Confidential Information confidential and does not use such Confidential Information except for the purposes for which the disclosure is made.

9.3 Any Confidential Information may be used by a party for any purpose, or disclosed by a party to any other person, to the extent only that:

- (a) it is at that time, public knowledge through no fault of the party (provided that in doing so the party shall not disclose any Confidential Information which is not public knowledge); or
- (b) it can be shown by the party, to the reasonable satisfaction of the other parties, to have been known to it prior to its being disclosed by the other party or parties.

SECTION 10 - GENERAL

10.1 *Further Assurances.* Each party shall from time to time promptly execute and deliver all further documents and take all further action reasonably necessary or appropriate to give effect to the provisions and intent of this Agreement.

10.2 *Notice in Writing.* Unless otherwise specified, each Notice to a party must be given in writing and delivered personally or by courier, sent by prepaid registered mail or transmitted by fax or email to the address or fax number of the party referred to in Schedule A.

10.3 **Change of Address.** Any party to this Educational Tour Operator Agreement may, from time to time, give Notice of a change in its address or fax number or email address referred to in Schedule A.

10.4 **Notice.** Unless otherwise specified, each Notice to a party must be given in writing and delivered personally or by courier, sent by prepaid registered mail or transmitted by fax or email to the party referred to in Schedule A or to any other address, email address, fax number or Person that the party designates. Any Notice:

- (a) delivered personally or by courier on a Business Day (that is, day other than a Saturday, Sunday or day on which banks are permitted to close in the United States) will be deemed to have been given on that Business Day;
- (b) transmitted by fax or by email on a Business Day and (i) for which the sending party has received confirmation of transmission before 1:00 p.m. on that Business Day, will be deemed to have been given on that Business Day, or (ii) for which the sending party has received confirmation of transmission after 1:00 p.m. on that Business Day, will be deemed to have been given on the next Business Day;
- (c) delivered personally or by courier, or transmitted by fax or by email, on a day that is not a Business Day, will be deemed to have been given on the next Business Day; and
- (d) sent by prepaid registered mail will be deemed to have been given on the fifth Business Day after the date of mailing. If a Notice has been sent by prepaid registered mail and before the fifth Business Day after the mailing there is a discontinuance or interruption of regular postal service so that the Notice cannot reasonably be expected to be delivered within five Business Days after the mailing, the Notice will be deemed to have been given when it is actually received.

10.5 **Disruption of Postal Service.** If a Notice has been sent by prepaid registered mail and before the fifth Business Day after the mailing there is a discontinuance or interruption of regular postal service so that the Notice cannot reasonably be expected to be delivered within five Business Days after the mailing, the Notice will be deemed to have been given when it is actually received.

10.6 **Time of Essence.** For every provision of this Educational Tour Operator Agreement, time is of the essence.

10.7 **Waivers.** No waiver of any provision of this Educational Tour Operator Agreement is binding unless it is in writing and signed by all the parties to this Educational Tour Operator Agreement entitled to grant the waiver. No failure to exercise, and no delay in exercising, any right or remedy, under this Educational Tour Operator Agreement will be deemed to be a waiver of that right or remedy. No waiver of any breach of any provision of this Educational Tour Operator Agreement will be deemed to be a waiver of any subsequent breach of that provision.

10.8 **Governing Law.** This Educational Tour Operator Agreement is governed by, and is to be construed and interpreted in accordance with, the laws of the State of California and the laws of the United States of America applicable in the State of California.

10.9 **Entire Agreement.** This Educational Tour Operator Agreement constitutes the entire agreement between the parties with respect to the subject matter and supersedes all prior agreements, negotiations, discussions, undertakings, representations, warranties and understandings, whether written or verbal.

10.10 **Severability.** If any provision of this Educational Tour Operator Agreement is or becomes illegal, invalid or unenforceable in any jurisdiction, the illegality, invalidity or unenforceability of that provision will not affect:

- (a) the legality, validity or enforceability of the remaining provisions of this Educational Tour Operator Agreement; or
- (b) the legality, validity or enforceability of that provision in any other jurisdiction.

10.11 **Assignment and Enurement.** The Educational Tour Operator may not assign this Agreement to any person without the prior written consent of the School, which consent may not be withheld or delayed without reason. The School may elect to assign this agreement in its sole discretion. This Agreement enures to the benefit of and binds the

parties and their respective heirs, executors, administrators, personal and legal representatives, successors and permitted assigns.

10.12 **No Joint Venture or Partnership.** Nothing in this Educational Tour Operator Agreement, nor any acts of the Educational Tour Operator or the School, are or were intended to constitute, nor shall they be deemed to constitute, the Educational Tour Operator and the School as partners or joint ventures of the other.

10.13 **Counterparts.** This Agreement may be executed in multiple counterparts, each of which is deemed a duplicate original, but all of which together shall constitute one and the same document. The Parties agree that this Agreement is considered signed when the signature of a Party is delivered by facsimile transmission or as an attachment to an email in Portable Document Format ("PDF"). Such facsimile signature or PDF signature shall be treated in all respects as having the same effect as an original signature.

[Next page is signature page]

The parties have executed this Agreement.

Oxford International New York City &
Oxford International San Diego
are owned and operated by
International Educational Services LLC,
a wholly owned subsidiary of Sparrowhawk 3 Ltd.
dba **Oxford International Education Group**
(the "School")

By:

Name:
Title:

Agency Name
(the "Educational Tour Operator")

By: _____

Name:
Title:

Schedule A

Official School Address for Correspondence (Head Office)

415 Broadway

San Diego, CA 92101 U.S.A.

Tel: 619-233-0355

Fax: 619-233-0555

E-mail: sandiego@oxfordinternational.com

Website: <https://www.oxfordinternationalenglish.com/>

Official Educational Tour Operator Address for Correspondence

Schedule B

Educational Tour Operator TERMS & CONDITIONS

1. All programs must be explained honestly and in such a manner as to maintain the integrity of the school.
2. Educational Tour Operators are not authorized to make any representations, warranties, or agreements on behalf of the school which are not solely contained in printed material produced by Oxford International Education Group.
3. The student must be provided with a copy of the brochure/pamphlet or be given a complete description of the course they have registered for.
4. The student must be provided with a copy of the Refund Policy in accordance with the program they have registered for.
5. All outlined Educational Tour Operator application procedures must be followed in their entirety.
6. United States visa information provided to the student must accurately reflect the course that the student is registered for.
7. Students must pay gross fees as listed (unless otherwise agreed upon).
8. Unless otherwise agreed upon, commission payment will be forwarded upon completion of 60% of the student's course.
9. Information for Students section must be photocopied and given to all registered students.
10. By failing to comply with any of the above terms and conditions the Educational Tour Operator can be held responsible for refunding all fees back to the student.
11. In the event of a course cancellation by the student, all refundable fees will be sent to the Educational Tour Operator.
12. We will issue Certificates of Representation annually and upon request to authorized Educational Tour Operators who have returned and signed the Educational Tour Operator Agreement.
13. We may impose restrictions on the number of Educational Tour Operators used in any region and thereby reserves the right to deny Educational Tour Operator the opportunity of representing our schools.
14. Certificates of Representation may be revoked in the event any of the terms and conditions is not upheld.
15. Educational Tour Operator Terms & Conditions are subject to change by the School.