

AGENT CONTRACT

1. PARTIES TO THIS CONTRACT:

BETWEEN

_____ (the 'Agent')
_____ (Agent Business Reg.No.)
_____ (Agent email address)
_____ (Agent address)

_____ (Agent Telephone Number)
_____ (Agent Fax number)
pratibha@icriglobal-research.com (Email address)

AND

[ICRI centre for Life Sciences and Professional Management](#) (the 'PEI')
[+65 62936294](#) ('PEI' Telephone Number)
[+65 62476292](#) ('PEI' Fax number)
Singapore@icriglobal-research.com ('PEI' Email address)
[No. 231 Mountbatten Road, Block D #01-03 Singapore 397999](#) ('PEI' address)

(Each a "Party" and collectively referred to as the "Parties")

2. Appointment of Agent

The PEI hereby appoints the Agent as its non-exclusive agent in the Territory of South East Asia for the marketing and promotion of the PEI and its programmes, and for the recruitment of students for enrolment in the PEI's study-in-Singapore programmes and study tours in Singapore and any other programmes, new or existing as the PEI may designate (collectively the "**Programmes**"), and the Agent agrees to act in that capacity and render such services (the "**Services**") upon the terms and conditions of this Agreement.

3. Term of Appointment

This Agreement shall come into force on the date both Parties sign this Agreement and, subject to the clauses herein, shall continue in force for a period of One (1) year (the "**Term**"). The PEI may at its sole option renew this Agreement annually by advising the Agent in writing of its intention to renew.

4. Duties and Responsibilities of Agent

4.1 The Agent shall use its best endeavours to promote the PEI and the Programmes in the Territory and to secure student applications for the Programmes. The Agent shall at all times carry out the Services in a responsible and ethical manner and to a high standard of quality as may be reasonable for the PEI to expect in all the circumstances, and in any event in accordance with generally recognised commercial and/or educational practice and standards. Without prejudice to the generality of the foregoing, the Agent further agrees and undertakes:

- (a) to take all steps to uphold and protect the PEI's interests, reputation and goodwill and not do or say or omit to do or say anything that would disparage or prejudice the PEI's interest, reputation and/or goodwill;
- (b) to perform and carry out the Services in strict compliance with the terms of this Contract and in accordance with the Code of Conduct for Agents annexed hereto as Schedule 1 and as may from time to time be modified or amended and notified by the PEI (hereinafter referred to as the "**Code of Conduct**") and with all policies, regulations, instructions and directions of the PEI as may from time to time be notified to the Agent by the PEI;
- (c) to use only the brochures, promotional literature and price lists provided by the PEI to promote the PEI and/or the Programmes and not use any other materials except without the prior written approval of the PEI;
- (d) not to make or allow to be made any misrepresentations or false or misleading statements with regard to the PEI and/or the Programmes; and

4.2 The Agent shall additionally be at all times responsible for:

- (a) verifying and ensuring that the student(s) recommended by them to the PEI satisfy local requirements for overseas students as well as satisfy the standards and admission requirements set by the PEI including the necessary educational requirements of the student(s) for the relevant Programmes;
- (b) ensuring the complete accuracy, authenticity and truth of the student's information, details and documentation(s);
- (c) providing the PEI with all information which is necessary in order to enable the PEI to follow up on the student(s)' application;

- (d) providing accurate and complete information to the students on the PEI and/or the Programmes and on all information relevant and applicable for students for study in Singapore, but shall not make or give any warranties, guarantees, representations or other commitments on behalf of the PEI except as stated in the materials provided by the PEI or with the prior written approval of the PEI;

For details of the course programme and fees, please refer to the marketing brochures and standard price list provided by the PEI.

- (e) assisting students to complete the application form and preparing the relevant documentations required by the PEI and making timely submission of all duly completed documentation to the PEI for processing by the PEI;
- (f) compliance with all applicable laws, regulations, orders and any other legal requirements in the Territory as regards the performance of the Services and the marketing and/or promotion of the PEI and/or the sale of the Programmes;
- (g) bringing to the notice and attention of the PEI any information and/or feedback received regarding the PEI and/or its Programmes, including any complaints;
- (h) upholding the quality, reputation and standard of the PEI and/or its Programmes; and
- (i) generally rendering all such assistance and help as may be reasonably required by the PEI and/or the students as regards the student's application, admission and/or study in the PEI in Singapore.

4.3 On receipt of the PEI's acceptance of a student's application, the Agent is to assist the student(s) to apply for the relevant immigration documents including passport and student visa, provide advice on immigration and departure regulations and requirements, booking of air-tickets, and assisting the student(s) on all relevant and applicable procedures and steps to enable the student(s) to undertake his/her studies in Singapore.

4.4 Prior to departure to Singapore, the Agent is required to:-

- (a) brief students on the PEI's rules and regulations and on all applicable Singapore laws and on the need for student(s) to adhere to the same; and
- (b) brief students on all applicable charges, fees and expenses payable when they arrive in Singapore including but not limited to: airport transfer fee, accommodation expenses, medical examination fee, registration fee, student pass fee, entry visa, postage charges, etc.

For details of the non-tuition fees, please refer to the marketing brochures and standard price list provided by the PEI.

4.5 The Agent shall inform the PEI at least 10 days in advance of the student(s)' dates of arrival at the PEI to allow sufficient time for the PEI to make preparations to receive the students.

4.6 For the avoidance of any doubt, the Agent is not authorised to negotiate, commit, cancel, rescind, terminate, vary, conclude or confirm any application or agreements or student contracts for and on behalf of the PEI. All applications received through the Agent, shall be relayed to the PEI and subject to the PEI's acceptance (or rejection for any reason) and subject to the PEI's applicable student contracts.

4.7 The Agent is expressly not authorised to use the PEI's name or its capacity under this Contract to receive from or collect from any student(s) or any third parties any form of commission, fees or benefit of value in connection with this Contract and/or the enrolment of any student in any of the Programmes. This Contract is solely for the recruitment by the Agent of students for the PEI's Programmes and is not meant for any other commercial or collateral

purpose(s) by the Agent nor shall it be used by the Agent to collect any commission, fees or benefit or to enter into any business dealings or arrangement with any third parties outside the scope of this Contract. The Agent is further not authorised to incur any liability or obligation, for or on behalf of or in the name of the PEI, or to pledge the credit of the PEI, without the express prior written approval of the PEI.

- 4.8 All payments by the Students for the tuition and/or non-tuition fees for the Programmes are to be made by the students to the PEI directly. For the avoidance of any doubt, the Agent is expressly not authorised, and shall not, at any time handle or collect any payments from the students on behalf of the PEI without the prior written consent of the PEI.
- 4.9 In the event an Agent is found to have violated or in any way breached any of the provisions in this clause 4 or any of the provisions in this Contract or any of the terms of the Code of Conduct, in addition to any other recourse and rights the PEI have or may have against the Agent under this Contract and/or in law, the PEI may at its option immediately terminate this Contract at any time and pay no compensation or reimbursement whatsoever for any Services performed by the Agent. The PEI shall not at anytime be liable to the Agent and/or any third party for any debt or liability or legal costs arising from any unauthorised act of the Agent.
- 4.10 The Agent shall indemnify and hold harmless the PEI, its officers, employees, directors, servants and/or agents from and against any and all loss, expense, damage or any liability whatsoever suffered or incurred by the PEI, its officers, employees, directors, servants and/or agents including legal costs and expenses on an indemnity basis as a result of, in connection with, or in relation to (i) any failure by the Agent to comply with any provision of this Contract or the Code of Conduct, or any breach of the duties and responsibilities by the Agent in this Contract or (ii) any claim made against the PEI by any third party arising from any act, omission or misrepresentation made or unfair practices by the Agent. This Clause shall survive the termination of this Contract. The PEI shall be entitled to set-off all commission or sums payable to the Agent under this Contract against all sums, damages, costs and/or expenses due hereunder or by virtue of this Contract by the Agent.

5. PEI's Rights and Responsibilities

- 5.1 For the avoidance of any doubt, the PEI shall be entitled to sell or distribute its programmes (including the Programmes) directly and/or indirectly to the students and any other parties in the Territory and/or to appoint any other agents in the Territory. The PEI shall not be under any obligation to continue the supply of all or any of its course or programmes (including the Programmes), and shall be entitled at any time to make such alterations to the specifications of any of these programmes as it may think fit.
- 5.2 The PEI shall from time to time provide the Agent with updated marketing brochures and price lists or any information relating to the Programmes.
- 5.3 Matters which the PEI shall assist the Agent in are:-
- (a) checking on the prospective student's suitability for the Programme and informing the Agent on placement / outcome of application;
 - (b) submitting documentation of successful applicants (which shall be duly completed by the applicants) to the Singapore Immigration and Checkpoints Authority for approval, and conveying the approval therefrom (and documentation pertaining to such approval) in a timely manner to the Agent;
 - (c) informing the Agent on the student's arrival in Singapore and the issue of student's pass to the student;

6. Payment

- 6.1 For every student that has been recommended by the Agent, and who has been duly accepted by the PEI, and who's Student Pass has been duly approved by the relevant authorities to undertake the Programme at the PEI, the Agent will be entitled to receive from the PEI a commission of:

10% of the Tuition Fee for the applicable programme for Study-in-Singapore program.

In addition to the above remuneration, the Agent would be paid 10% for facilitating and giving the services to the prospective students with respect to the processing of application, registration and student pass related issues and other out of pocket expenses.

[and/or* as set out in the Schedule 2 annexed hereto.]*

**Delete where inapplicable.*

- 6.2 The aforesaid commission shall be payable by the PEI to the Agent only upon the PEI receiving payment in full from the student of all sums (tuition and non-tuition fees) which is due and payable by the student to the PEI in relation to the Programme (having regard to such instalment or other payment arrangements that may be agreed in writing by the PEI in advance). The PEI shall consolidate the commissions payable to the Agent on a monthly basis and shall make payment of the consolidated commissions due to the Agent within the following calendar month on a date to be decided by the PEI.
- 6.3 Unless otherwise informed in writing by the PEI, all payments shall be made in Singapore (S\$) dollars.
- 6.4 The PEI shall not pay the Agent any further sums of monies for disbursements and expenses incurred by the Agent in performing the Services save for such disbursements and expenses that have been approved in writing by the PEI prior to their incurrence.
- 6.5 The Agent shall be responsible for all personal income taxes, duties, levies, assessments, fees and other taxes (if any) payable by the Agent in carrying out the Services. In the event that the PEI receives a request from any relevant tax authorities to withhold payments from the Agent, the Agent hereby authorises the PEI to comply with the terms of the said request.
- 6.6 In the event the student subsequently terminates or withdraws from the Programme, the commission amount shall be correspondingly and proportionately reduced according to the amount of the Tuition Fee refunded or to be refunded to the student. For students continuing with other courses or programmes, the Agent will still be entitled to the same commission as stated in clause 6.1 for the new course or programme.

7. PEI's Name and Trade Marks

- 7.1 The PEI grants to the Agent the right to use the PEI's name, logos, trade marks and service marks (collectively "**Trade Marks**"), solely for the marketing and promotion of the PEI and the Programmes in the Territory. Save as aforesaid, nothing in this Agreement shall give the Agent any rights in respect of any of the Trade Marks or of the goodwill associated with them, and the Agent acknowledges that, except as expressly provided in this Agreement, all such rights and goodwill are, and shall remain, vested in the PEI.

8. Confidentiality

- 8.1 The Agent hereby acknowledges, agrees and undertakes the confidential nature of all information and documents supplied, entrusted or made available to the Agent by the PEI, including without limitation these terms and conditions, the affairs, operations and dealings of the PEI, information and documents concerning any person, company, agent, governmental department or authority with whom the PEI may have dealings, and information and documents obtained by the Agent from any person, student or the PEI in the course of performing the Services which by their nature, or by the circumstances of their disclosure are or could reasonably be expected to be regarded as confidential (hereinafter called the “**Confidential Information**”).
- 8.2 The Agent hereby agrees and undertakes:-
- (a) to hold in strictest confidence the Confidential information;
 - (b) not to use the Confidential Information for any purpose other than for the purposes of the Services;
 - (c) not to disclose to any party, whether a person, a firm or a corporation, any or all of the Confidential Information, without the prior written consent of the PEI;
 - (d) to take all steps to prevent any reproduction, duplication and/or copying of the Confidential Information by any person;
 - (e) to surrender and return all or any of the Confidential Information and any notes, memoranda or the like including any copies thereof to the PEI on the PEI’s written demand or the termination of this Agreement;
 - (f) to acknowledge that the Confidential Information and all rights therein are and shall remain the sole and exclusive property of the PEI; and
 - (g) not to make or publish any news releases or make any announcements or denial or confirmation in any medium concerning this Agreement or any part of the Services, in any manner, advertise or publish the same in the medium, without the prior written consent of the PEI.
- 8.3 The Agent acknowledges that if he should violate the provisions of this Clause 8, the PEI will suffer immediate and irrevocable harm for which monetary damages would not be adequate remedy. Accordingly, the Agent agrees that in the event that he breaches or threatens to breach this Agreement, the PEI shall be entitled to the issuance in any appropriate jurisdiction of a restraining order, whether a temporary and/or permanent injunction, without security, restraining and enjoining the said breach or violation by him or any other person or entity which may be acting in concert with him of the obligations under this Clause 8.
- 8.4 The Agent agrees to the PEI collecting and storing certain “personal information” about the Agent, such as; name, any registered business details, and contact details and bank details. This information is collected to enable the PEI to maintain a working relationship for the purposes of this Agreement and possible future engagements. This information also allows the PEI, where relevant, to credit the Agent for work completed, prepare contracts, and make payments.
- 8.5 The obligations under this Clause 8 shall continue without any limit in time even after the expiration or termination of this Agreement.

9. Termination

- 9.1 Either Party may terminate this Agreement at any time by giving to the other Party two (2) weeks’ written notice.
- 9.2 The PEI shall be entitled forthwith to terminate this Agreement by written notice to the Agent if the Agent is found to have breached any of its duties or responsibilities stipulated in this Agreement or in the Code of Conduct or is found to have made any misrepresentations or

false statements, fraudulent or otherwise, to students or any third parties. The rights to terminate this Agreement given by this Clause shall be without prejudice to any other right(s) or remedy of the PEI in respect of the breach(es) concerned (if any) or any other breach.

9.3 Upon the termination of this Agreement for any reason:-

- (a) the Agent shall immediately cease to promote or market the PEI and/or Programmes or represent the PEI in any way and shall within 5 working days from termination, remove all references to the PEI and/or the Programmes from all its marketing collaterals including its website;
- (b) the Agent shall at its own expense within 3 days return to the PEI or otherwise dispose of in accordance with the directions of the PEI all relevant documents pertaining to this Agreement including this Agent's Agreement, the Certificate of Appointment, all documents including all marketing, promotional or sales material relating to the Programmes or the PEI in the possession of the Agent; and
- (c) subject as otherwise provided herein and to any rights or obligations which have accrued prior to termination, neither Party shall have any further obligations to the other under this Agreement.

10. Agent's Report

Without prejudice to the general duties and obligations of the Agent, the Agent is to provide to the PEI:-

- (a) quarterly recruitment report in writing at the end of every 3 months;
- (b) provide the PEI with updates or reports, in such form as the PEI may reasonably require, of responses or sales of the Programmes, or such other information as the PEI may reasonably require; and
- (c) at the request of the PEI provide to it copies of all such marketing or promotional materials, sales aids used by the Agent in relation to the PEI and/or Programmes (all of which is to be used only upon the prior approval of the PEI having been obtained).

11. Warranties by Agent

The Agent represents and warrants to the PEI as follows:-

- (a) the Agent has the power to enter into, exercise its rights, and perform and comply with his obligations under this Agreement;
- (b) the performance of the Agent's obligations under this Agreement does not and will not contravene or constitute a default under any applicable laws, regulations or orders in the Territory or any provision contained in any contract, deed or licence by which it is bound or affected or to which it is a party;
- (c) the Agent's obligations under this Agreement are valid, binding and enforceable in accordance with their terms; and
- (d) no litigation, arbitration or administrative proceedings is current, pending or threatened, so far as the Agent is aware:-
 - (i) to restrain the entry into, exercise of its rights, or the performance or enforcement of or compliance with its obligations under this Agreement; or
 - (ii) to have a material adverse effect on any such obligation.

12. Notification

All notices, demands or other communications required or permitted to be given or made hereunder shall be in writing and delivered personally or sent by prepaid registered post or by telefax addressed to the intended recipient thereof at its address or telefax number set out in on the front page of this Agreement (or to such other address or telefax number as any Party may from time to time notify the other Party). Any such notice, demand or communication shall be deemed to have been duly served on and received by the addressee:

- (a) if delivered by hand, at the time of delivery;
- (b) if sent by prepaid registered post, within 5 days of despatch; or
- (c) if transmitted by way of telefax, at the time of transmission.

In proving the giving of a notice or any other document, it shall be sufficient to show:

- (i) in the case of registered post, that the notice or other document was contained in an envelope which was duly addressed and posted; or
- (ii) in the case of telefax that the telefax transmission was duly transmitted from the despatching terminal as evidence by a transmission report generated by the transmitting equipment.

For any change of address, telephone, fax or email, either party has to notify the other in writing of the change within 48 hours of such change.

13. General

- 13.1 This Agreement shall be governed by and construed in all respects in accordance with the laws of Singapore, and subject to the terms hereinafter stated each Party hereby submits to the exclusive jurisdiction of the Singapore courts.
- 13.2 This Agreement is personal to the Agent, which may not without the written consent of the PEI assign or dispose of any of its rights hereunder, or sub-contract or sub-licence or otherwise delegate any of its obligations hereunder.
- 13.3 This Agreement and the annexed Schedule 1 and Schedule 2 (if any) contains the entire agreement between the Parties with respect to the subject matter hereof, supersedes all previous agreements and understandings between the Parties with respect thereto, and may not be modified except by an instrument in writing signed by the duly authorised representatives of the Parties.
- 13.4 If any provision of this Agreement is held by any court or other competent authority to be void or unenforceable in whole or part, this Agreement shall continue to be valid as to the other provisions thereof and the remainder of the affected provision.
- 13.5 No delay or omission by the PEI in exercising any right or remedy under these terms and conditions shall be considered a waiver of such right or remedy and no waiver shall be effective unless in writing. The right of the PEI to require strict performance and observance of any obligation hereunder shall not be affected in any way by any previous waiver, forbearance or course of dealing.
- 13.6 The rights and remedies in this Agreement are cumulative and not exclusive of any other rights or remedies (whether provided by law or otherwise).
- 13.7 A person who is not a party to these terms and conditions shall have no right under the Contracts (Rights of Third Parties) Act (Cap. 53B) or any other law of the Territory conferring rights to third parties to enforce any of its terms.
- 13.8 This Agreement is signed in duplicate in the English Language. Both Parties are to retain each a signed copy.

13.9 This Agreement may be signed in any number of counterparts, all of which taken together shall constitute one and the same document. Any Party may enter into this Agreement by signing any such counterpart.

Agent

Name of Agent: _____ Signature & Date _____

Name of Company: _____ Company Stamp _____

PEI

PEI: ICRI Centre for Life Sciences & Professional Management Pte Ltd

PEI Stamp _____

Name of Representative: _____ Signature & Date _____

SCHEDULE 1

CODE OF CONDUCT FOR AGENTS

1. Agent must at all times conduct himself / herself with integrity and in a manner that will reflect positively on the image and reputation of the PEI as reliable providers of quality education and training.
2. Agent shall at all times carry out the Services in a professional, responsible and ethical manner and should not do anything that might disparage or prejudice the PEI's interest, reputation and/or goodwill.
3. Agent shall not contravene or in any way act in contravention to any provision or expectation stated in their Agreement with the PEI.
4. Agent shall not be engaged in any unethical practice and shall not make or allow to be made any misrepresentations or false or misleading statements nor make any claims, warranties, representations or statements which may be false, untrue, ambiguous, misleading, inaccurate or fraudulent.
5. Agent shall at all times ensure compliance with all applicable laws, regulations, orders and any other legal requirements in the Territory as regards the performance of the Services and the marketing and/or promotion of the PEI and/or the sale of the Programmes.
6. Agent shall at all times ensure that he/she is aware of all relevant Singapore laws and regulations and rules or guidelines of any Singapore government agency and shall ensure that he/she does not breach in any way or do anything that goes against these laws and regulations and/or rules.
7. Agents shall promote themselves and the PEI fairly and provide honest, accurate and complete information about themselves, the students and the PEI.
8. Agent must apply principles of fair trading when recruiting students and must not engage in high-pressure sales, "bait and switch" advertising or similar unfair practices.
9. Agent shall ensure that he/she is not negligent, careless or incompetent such that they compromise the integrity of the PEI and/or Singapore's reputation.
10. Agent must not collect any money from the students under any circumstances other than the fee or commission specified in the Agreement and all payments by the students are to be made to the PEI directly.
11. Agent shall follow the PEI's prescribed procedure to clarify any doubt.