

## **AGREEMENT FOR THE RECRUITMENT OF STUDENTS TO COURSES CONDUCTED BY EASB Institute of Management**

**This Agreement (the "Agreement") is made on 1<sup>st</sup> June 2009 Between EASB Institute of Management Pte Ltd (formerly known as East Asia School of Business Pte Ltd) of 9 Ah Hood Road, Singapore 329975 (hereafter called "EASB" ) of the one part and Nha Trang University of 2 Nguyen Dinh Chieu, Nha trang, Vietnam ( hereafter called " the Recruiter ") of the other part.**

NOW IT IS HEREBY AGREED as follows:

### **1. Appointment**

- 1.1 EASB hereby appoints the Recruiter to provide services in the recruitment of students in Vietnam for courses conducted by EASB as listed in Schedule 1 hereinto ("the Courses") in Singapore.
- 1.2 Schedule 1 may from time to time be modified or amended by EASB and the Recruiter will be notified by EASB of the changes made.

### **2. The Recruiter's Obligations**

- 2.1 The Recruiter shall at all times diligently solicit and recruit prospective students for the Courses ("the Applicant").
- 2.2 The Recruiter shall use its best endeavours to promote and market the Courses and will be responsible to co-ordinate promotional activities, discuss with relevant schools, Colleges and Universities.
- 2.3 The Recruiter shall at all times conduct its business in a manner that will reflect favorably on EASB and on the good name and reputation of EASB.
- 2.4 Any advertising or promotional materials to be used by the Recruiter will need the written approval of EASB and the Recruiter shall ensure that the intellectual property rights of the third parties are not infringed.
- 2.5 The Recruiter shall at all times provide accurate information on the Courses, terms and conditions of study and the fees to the Applicants.
- 2.6 The Recruiter shall not make any promises or representations or give any warranties in respect of the Courses except such as are expressly authorized by EASB in writing.

- 2.7 The Recruiter shall not engage in any conduct, which in the opinion of EASB is prejudicial to EASB's business or the marketing of the Courses generally.
- 2.8 The Recruiter shall not collect any money from the Applicants on behalf of EASB except as expressly authorized by EASB in writing.
- 2.9 The Recruiter shall attend promptly to requests by the Applicants for information and assistance relating to the Courses.
- 2.10 The Recruiter shall ensure that EASB documents listed in Schedule 2 hereto from the Applicants are dispatched to EASB promptly before the expiry of any deadlines that may be given by EASB from time to time.

### **3 EASB's Obligations**

- 3.1 EASB shall provide the Recruiter with valid school registration certificate and related documents, as well as promotional and marketing materials.
- 3.2 EASB shall, based on the Recruiter's invitation or recruitment activities needs, send a representative to assist the Recruiter in recruitment.
- 3.3 In the event that there is any amendment or change of course information and fees. EASB will inform the Recruiter in writing 1 month before implementation.
- 3.4 EASB shall promptly inform the Recruiter of any changes on foreign student policies by the Singapore Government; as such changes may affect the Applicant's visa application, student's passport and the procedures for Applicant's stay in Singapore.
- 3.5 EASB shall, based on the Recruiter's requests, provide accommodation services, airport pick-up and inform the Recruiter promptly after receiving the orientation services fees.
- 3.6 EASB shall assist students who opt for orientation service in opening of bank account, arranging medical checkup and the extension of their visa.
- 3.7 EASB shall instruct students on safety and housing.
- 3.8 EASB will assist students applying for student visa to study in third countries.
- 3.9 EASB shall provide progress and attendance reports of the students to guardians or agents every quarter.
- 3.10 Certificates/ Diplomas will be awarded to students who have successfully completed the program.



## **4. Agent Commission**

As the Recruiter implements such services under this agreement, EASB shall pay commission based on the following terms and conditions:

- 4.1 For every student recruited, the Recruiter shall receive commission based on the course fees received (excluding examination and other miscellaneous fees) in accordance to the following formula: -

10% of course fees

- 4.2 Only when EASB received all fees (including application & enrolment fees and miscellaneous fees) and confirmed that the student has started classes in EASB in Singapore, then will it be deemed that the recruitment is successful.

- 4.3 The commission shall be paid to the agent only when EASB has confirmed receipt of all fees from the student, and classes have been conducted for 30 days.

- 4.4 The Recruiter has to provide the bank information (schedule 3) in writing to EASB so as to expedite the payment of commission.

- 4.5 In the event that the bank information given above is incorrect, the Recruiter shall immediately inform EASB of any amendment. EASB shall not be responsible for any consequences as a result of incorrect information.

## **5. Termination & Responsibility on Compensation**

- 5.1 Both parties shall observe the terms and conditions in this agreement. The party who violates any of the terms shall be liable for any loss, damage or responsibility (whether criminal or civil) and legal fees and costs incurred resulting from any wrongful act or omission, neglect or breach of this agreement.

## **6. Validity Period**

- 6.1 This agreement shall be valid for a period of 1 year.

- 6.2 Both parties shall inform in writing 1 month before the expiry date whether or not to extend the agreement.

- 6.3 This Agreement may be terminated by one party giving one (1) month's notice in writing to the other party.

- 6.4 Any notice to be served on either of the parties by the other shall be sent by prepaid registered post to the respective registered address and shall be deemed to have been received by the addressee within 48 hours of posting. Any notice sent by facsimile will be deemed to be received by the addressee when transmitted



# EASB Institute of Management Pte Ltd

Incorporated in Singapore. • Company Registration No: 200101029C • Formerly known as East Asia School of Business Pte Ltd

## 7. Commitments

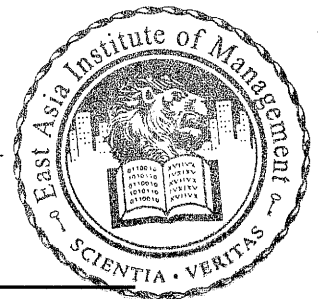
- 7.1 The failure of EASB to enforce at any time or for any period of time any one or more of the terms or conditions of this Agreement shall not be deemed as a waiver of them or of the right at any time subsequently to enforce any terms and conditions of this Agreement.
- 7.2 This agreement and its schedules have the same legal effects, and will supersede all prior agreements in connection with the subject matter hereof. In the event of any disputes, this agreement will prevail.
- 7.3 This agreement represents a formal commitment by the agent confirming their adherence to our terms and conditions, covering transparency and conveying accurate information to potential students.
- 7.4 This agreement will have 2 copies; each party will have 1 copy.

## 8. Applicable Law

- 8.1 This Agreement shall be governed by and construed in all respects in accordance with law in Singapore. Any disputes arising out of or in connection with this agreement shall be resolved in accordance with the arbitration rules in Singapore.

As WITNESS the hands of the party hereto the day and year first above written.

Signed by )  
For and on behalf of EASB )  
Institute of Management Pte Ltd )



In the presence of :- )

Signed by )  
For and on behalf of )



HIU TRUONG

In the presence of :- )

*Vi Văn Hùng*

Agreement