



Dated December 07

REPRESENTATION AGREEMENT

Between

The Agent as Defined in The
Agent Registration Form

and

Tellus Group Ltd

AN AGREEMENT

Between

The Agent

(Hereinafter referred to as the Representative)

And

Tellus Group Ltd

(hereinafter referred to as TGL)

of

Tellus House

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United Kingdom

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IT IS HEREBY AGREED THAT:

1 The Appointment

1.1 It is agreed that TGL appoints the Representative to present the interests, courses, programmes and services of TGL in their geographic area (hereinafter referred to as The Territory).

2 Term of the Agreement

2.1 This agreement shall continue for three years unless terminated as provided below.

2.2 This agreement may be terminated after one year by either party giving the other three calendar months notice in writing. In the event of such termination, payment of any commissions due The Representative will be made following normal procedures outlined in this agreement.

3 The Territory

3.1 The Representative is to represent the interests of TGL in their geographic area (hereinafter referred to as The Territory). This agreement does not provide exclusivity of territory.

4 Exclusivity

4.1 This agreement does not provide exclusivity of territory.

5 Scope of the Agreement

5.1 The Representative is appointed to supply the following within The Territory:

5.1.1 Information and assistance to potential students wishing to attend TGL education and training courses and programmes leading to a TGL or other award in the United Kingdom.

5.1.2 Information to organisations wishing to engage or otherwise contract with TGL for the delivery of education and training courses and programmes directly within The Territory.

5.1.3 Information about the license or franchise opportunities with TGL for the delivery of education and training courses and programmes within The Territory.

5.2 This agreement gives The Representative no authority to enter into agreements on behalf of TGL.

6 The Representatives Responsibilities

- 6.1 The Representative agrees to:
- 6.1.1 Adhere to and follow the TGL Representatives Code of Practice that is attached to this agreement.
 - 6.1.2 To keep TGL fully informed of training, educational and political developments in The Territory that might affect TGL.
 - 6.1.3 Use their professional endeavours to secure student enrolments, contracts, licenses and franchisees for TGL courses and programmes.
 - 6.1.4 Use their professional endeavours to represent the best interests of TGL and maintain its good reputation.
 - 6.1.5 Assist TGL in other matters as shall be agreed between the parties.
 - 6.1.6 Provide TGL with certified evidence that they are trading legally within The Territory.
 - 6.1.7 A certified photocopy of their passport photo page.
 - 6.1.8 Maintain and inform TGL of an accurate and adequate bank account, postal address, telephone and fax numbers and e-mail address.

7 Marketing and Promotion

- 7.1 TGL will endeavour to provide relevant, adequate, and accurate information to The Representative about its schools, courses, programmes, and eligibility for study.
- 7.2 The Representative shall not undertake advertising or publicity on behalf of TGL or any of TGL's subsidiaries, partners or validating organisations without the prior written permission of TGL.
- 7.3 The Representative shall submit copies of proposed advertisements and publicity materials to TGL for approval. Following approval by TGL, such materials may be passed to the any appropriate partner or validating organisation for further approval.
- 7.4 All advertisements submitted under this agreement must have prior approval.
- 7.5 The Representative agrees to cover all of the costs of advertising and promotion within The Territory, in particular:
 - 7.5.1 The Representative agrees to bear the cost of its own accommodation and travel and appropriate facilities hire.
 - 7.5.2 During recruitment tours, TGL will bear its own costs for transport to The Territory and accommodation costs for its own staff within The Territory.
- 7.6 TGL actively promotes their education and training courses and programmes through its web site and other means of electronic recruitment. TGL may refer leads to The Representative from these sources, in which case commissions payable (as explained later in this agreement) will be reduced for that applicant. Applications and enquiries to TGL generated from these TGL electronic sources and direct from a student, individual or organisation in The Territory without involvement of The Representative will not attract commission.

8 Representation and Competition

- 8.1 The Representative shall not solicit the customers of TG
- 8.2 The Representative shall disclose agreements entered into with educational establishments, training companies and institutions competing with TG.

9 Confidentiality

- 9.1 The Representative agrees to abide by the terms of the TGL Confidentiality.

10 Commission

- 10.1 In consideration for services rendered by The Representative under this agreement, TGL agrees to pay the Representative commissions based on the following:
 - 10.1.1 **Student Enrolments onto TGL Courses and Programmes in the United Kingdom:**
 - (1) A commission, provided that the student is enrolled as a direct result of the

Representative's efforts and not through TGL's existing collaborative arrangements.

10.1.2 Contracts for TGL to Deliver Education and Training Courses in The Territory:

- (1) A commission, provided that the contract is secured as a direct result of the Representative's efforts and not through TGL's existing collaborative arrangements. Commission rates for such shall be negotiated prior to contract.

10.1.3 Introductions to Individuals and Organisations Successful in Securing Licenses and Franchises:

- (1) A commission, provided that the contract is secured as a direct result of the Representative's efforts and not through TGL's existing collaborative arrangements. Commission rates for such shall be negotiated prior to contract.

10.1.4 Introductions to Individuals and Groups Undertaking Studies or Programmes in Our Centres e.g. English Language Training and Work Experience.

Our commission rates are simple and easy to follow. We pay commission on administration and tuition fees. We have two commission rates for the year 2007/08.

- (1) **Winter rate** period covers bookings that take place between October 1st and May 31st each year.
 - a. **25%** on all bookings.
 - b. **Group Discounts** for agents in addition to commission.
 - a. **Send seven** people on any programme and get one free
- (2) **Summer rate** period covers bookings that take place between June 1st and September 30th each year.
 - a. **20%** on all bookings
 - b. **Group Discounts** for agents in addition to commission
 - a. **Send nine** people on any programme and get one free

- 10.2 Commission will be paid to The Representative on the basis of fees actually received by TGL.
- 10.3 If, in exceptional circumstances, a refund is made to any student, customer, individual or organisation, any commission previously paid to The Representative on these fees shall be repaid to TGL by The Representative.
- 10.4 Commissions paid on leads generated by TGL via their electronic recruitment resources and referred to the agent will be reduced to 7.5%.
- 10.5 All sums referred to in this agreement as payable to The Representative are inclusive of VAT unless otherwise stated.
- 10.6 Commission is only payable to agents registered with us.
- 10.7 Commission is only paid if the list price as advertised on this website is paid i.e. no commission on additional negotiated discounts not stated on the website except authorised in writing
- 10.8 Commission on group booking is only paid on the paying participants not the free participants
- 10.9 Commission is not paid on accommodation, transport, exam fees, insurance or cultural programmes

11 Information Requirements Regarding Student Enrolments, Contracts and Introductions

The Representative agrees to submit the following information to TGL:

11.1 Student Enrolments onto TGL Courses and Programmes in the United Kingdom

- 11.1.1 The Representative shall insure that all application forms submitted by students introduced by The Representative to TGL are complete and bear the stamp or other agreed identification of The Representative. All applications must:
 - a. Be accompanied by a certified photocopy of the students passport photo page
 - b. Have the students home address and not list the representative's address as the student's contact information
 - c. Be accompanied by two letters of recommendation
 - d. Be accompanied by two passport size photos

- e. Be accompanied by the students attested academic and work experience record
 - f. Have the students handwritten personal statement on the application itself and not an electronically produced attachment
 - g. Be accompanied by proof of their English language abilities if English is not the first language of their home country
 - h. Indicate the students plans for accommodation
- 11.1.2 TGL reserves the right to assess the suitability of all applicants, to determine for themselves the accuracy and authenticity of the applicant's credentials and documents, and to deny entry onto a TGL course or programme if the applicant is deemed unsuitable.

11.2 Contracts for TGL to Deliver Education and Training Courses in The Territory:

- 11.2.1 The Representative shall insure that all expressions of interest, invitations to tender and other such notices for the delivery of education and training courses and programmes are delivered in English and in full to TGL. In addition, The Representative shall submit the following additional information:
- a. The name, address, telephone number, fax number and email address of the potential client.
 - b. A one page overview of the potential contract.

11.3 Introductions to Individuals and Organisations Successful in Securing Licenses and Franchises:

- 11.3.1 The Representative shall insure that all introductions to individuals and organisations seeking a license or franchise are passed to TGL in writing. The information to be passed to TGL shall include the following:
- a. The name, address, telephone number, fax number, email address and website of the potential licensee or franchisee.
 - b. A one page overview of the aims and objectives of the potential licensee or franchisee.

12 Invoicing and Payment

- 12.1 The Representative will submit invoices to TGL as they see fit, but not before students have commenced their course or programme, or before contract to deliver have been signed or licensees or franchisees have been signed up and agreed.
- 12.2 The Representatives invoices must bear all appropriate information to enable TGL to check and validate the invoice and facilitate payment. The information must include some or all of the following information (as appropriate):
- a. The full name, date of birth and course of study of any student enrolled onto a TGL education or training course or programme in the United Kingdom;
 - b. The full name, contract number and contract description of any contract with TGL for the delivery of education and training courses and programmes directly within The Territory;
 - c. The full name and address of any individual or organisation granted a license or franchise to deliver TGL courses and programmes.
- 12.3 Following verification by TGL, payment of commission due will be made provided that the appropriate fees have been paid in full.
- 12.4 All payments are made in pounds sterling directly into The Representatives designated bank account by electronic wire transfer.

13 Legal Jurisdiction

- 13.1 The construction, validity and performance of this agreement shall be governed in all respects by the Laws of England and procedures of TGL and The Representative agree to submit to the jurisdiction of the Courts of England and Wales.



14 Both Party Agreement

This Representation Agreement is considered signed and sealed by both parties upon the completion of:

- a. The Agent Registration Form to be completed and sent to Tellus Group Ltd.
- b. Tellus Group Issuing a Certificate of Representation by email, fax or post.