

Mandarin Garden Agency Cooperation Agreement

Cooperation program: Chinese Courses program

甲方: 上海儒森教育进修学校

Party A: Shanghai Mandarin Garden Education Training School

Address: 3rd floor The New Chinese Building, No.1358 West Yan'an Road, Shanghai

Contact Tel: 0086-21-52589885

Email: enquiry@mandaringarden.org

乙方:

Party B:

Address:

Contact Tel:

Email:

This agreement is entered into by and between Party A and Party B through friendly consultations and under the principle of mutual benefit and joint development. We both have decided to cooperate for the Mandarin Garden Chinese Course program.

1. THE AGENT WILL PROMOTE Mandarin Garden IN THE FOLLOWING WAYS

- A. By advising all its clients about the services of Mandarin Garden or its affiliates (namely programs of Mandarin/Chinese Culture Courses) at least once a year;
- B. The agent shall train all staff members to ensure that they are familiar with Mandarin Garden's programs and policies;
- C. The agent shall assist students in the enrollment process and take all reasonable steps to ensure that the students fully understand the necessary visa requirements;
- D. The agent is responsible for the correct representation of Mandarin Garden's name and logo, and is permitted to use it in advertising. The agent shall always send a copy of materials for publication to Mandarin Garden in advance for approval of contents and proof reading.

2. REFERRAL FEES

- A. In the case that agent provides 1-5 students within a given calendar year(e.g.2017), the agent will directly deduct 10% of the students' net tuition fee as a commission;
- B. If there are more than 5 but less than 10 students sent to Mandarin Garden from the agent with a given calendar year(e.g.2017), the commission will increase to 15% of the students' net tuition fee;
- C. If there are more than 10 but less than 20 students sent to Mandarin Garden from the agent within a given calendar(e.g.2017), the commission will increase to 20% of the students' net tuition fee;
- D. If there are more than 20 students sent to Mandarin Garden from the agent within a given calendar(e.g.2017),the commission will increase to 25% of the students net tuition fee,and will remain at that rate for all additional students for the duration of the year.
- E. All other fees paid by students, including but not limited to registration、 transportation、

3. PAYMENT PROCEDURES

The agent, on behalf of the student, will promptly remit the total tuition and any other associated fees in accordance with Mandarin Garden's established international banking procedures using one of the two following payment options:

- A. Mandarin Garden will provide an invoice for the gross and net amounts owed by the agent and the student(s). The agent will deduct the percent agreed upon, from the student's net tuition as a commission at the time of remittance to Mandarin Garden.
- B. Mandarin Garden will remit the commission fee for service (% of the students' net tuition fee) to the agent within fifteen days (15 days) of the student's first day of attendance at Mandarin Garden's campus.

Payment Method:

Full payment (including tuition, transportation, materials, etc.) should be paid by cash, credit card or bank transfer. If by bank transfer, please find the bank details as follows:

Party A Account Details:

| | |
|--------------------|-------------------|
| Name | 上海儒森教育进修学校 |
| Account No. | 03303400040040627 |
| Bank | 农业银行上海定西路支行 |
| Banking No. | 103290043098 |

Party B Account Details:

| | |
|--------------------|--|
| Name | |
| Account No. | |
| Bank | |
| Banking No. | |

4. REFUND POLICY

- A. The agent agrees to adopt the same refund policy as Mandarin Garden;
- B. Party A could issue Party B an invitation letter for a maximum of 6 months' X2 student visa. Due to the fact that different country and embassy have different policies toward the validity of student visa, Party A only guarantee Part B that the validity of X2 student visa is varied from 3 months to 6 months. Hence, if the X2 student visa that Part B applied is valid within this period, then it is regarded as Party A's successful visa application service, no fees will be refunded.
- C. Only Party B fail to get the X2 visa, Party A will refund to Party B in 30 weekdays, only keep 500RMB of each student's fee for service. Contractual Obligation between Party A and Party B will terminate.

5. CONTACT INFORMATION

- A. Party B to provide Party A with login information to access website in order to update with

| | |
|-----------------|--|
| Username | |
| Password | |

B. Contact person for questions/problems:

Party A: lucius@mandaringarden.org

Party B:

| | |
|--------------------|--|
| Name | |
| Telephone # | |
| Email | |

C. Party B to provide Party A with written description of procedure to list and update products/services on Party B website: _____

D. Party B to provide Party A with written description of how contact information of students interested in Mandarin Garden courses/services will be transferred to Party A: _____

违约责任

The liability for breach of contract

1、对于不可抗力情况的处理：双方应竭力减少不可抗力因素带来的损失，当订立本合同所依据的客观情况发生重大变化时本合同自行终止。

1. In the event of Force Majeure: both parties shall do their best to eliminate and minimize the unfavorable consequences caused by the Force Majeure. When the objective conditions of the agreement change to a great extent, the agreement will terminate itself.

2、解决合同纠纷的方式：执行本合同发生争执，由当事人双方协商解决。协商不成，双方同意向甲方经营主体所在地的地方人民法院起诉。

2. Contract distribution resolution: All disputes arising from the execution of, or in connection with, this Cooperation Agreement, shall be settled amicably through friendly negotiation. If the mediation is unsuccessful, both parties can bring a suit to the people's court in Party A's location upon the agreement of both parties.

本协议经双方代表签字后生效执行。协议中如有未尽事宜，由双方共同协商作出补充规定。

This agreement comes into force by the signatures of both parties. Matters not mentioned herein, if any, may be revised or supplemented through negotiation by the parties hereto.

Better Chinese, Better Life.....

Toll free in China: 400 600 2922

International: +86 21 52589885

For any inquiries, please contact: info@mandaringarden.org

本协议正本一式两份，双方各执一份。

Mandarin Garden

儒森教育

This agreement is made in duplicate, one copy to be held by each party.

甲方：
负责人：

乙方：
负责人：

日期：

日期：

Party A:
Representative:

Party B:
Representative:

Date:

Date: