

AGENCY AGREEMENT

AGREEMENT 3rd November 2017

BETWEEN

■ Caprock International Pty Ltd t/a Lloyds International College, North Sydney English College
("the College"), ABN Number: 70 060 771 566;

AND abroadin Inc. (newhak)

BACKGROUND

- A. The College wants to recruit full time overseas students to study at the College.
- B. The *Education Services for Overseas Students Act 2000* ("the ESOS Act") imposes certain obligations and requirements on the providers of education and training courses to overseas students and those providers' agents, including the obligations set out in the *National Code of Practice for Registration Authorities and Providers of Education and Training to Overseas Students 2007* (the "National Code").
- C. the College is registered on the Commonwealth Register of Institutions and Courses for Overseas Students (CRICOS) as part of the ESOS Act requirements under CRICOS Code No.01942A.
- D. The Agent provides services of recruiting suitable prospective students for enrolment and study in Australia.
- E. the College wants to engage the Agent as its representative in the Territory.
- F. The Agent is aware of the requirements of the ESOS Act and the National Code; and by signing this agreement has agreed to comply with those requirements.

AGREEMENT

DEFINITIONS

1.1. In this Agreement:

'Agent's Fee' means the fee calculated under Item 3 of Schedule 1;

'Marks' means logos, trademarks, designs, and crests that belong to or carry the name of THE the College;

'PRISMS' means the Provider Registration and International Students Management System (the electronic system that holds CRICOS and the electronic confirmation of enrolment - eCOE);

'Program Fee' means the tuition and other fees set by the College for the Programs;

'Programs' means the full time registered programs offered by the College and registered on **CRICOS**;

'Prospective student' means a person (whether within or outside Australia) who intends to become, or who has taken any steps towards becoming a Student at the College.

'Services' means the services described in clauses 3 and 4;

'Student' means an 'overseas student' as defined in the ESOS Act;

'Term' means the period set out in Item 1 of Schedule 1

'Territory' means the countries or regions set out in Item 2 of Schedule 1.

1.2. In this Agreement, unless the contrary intention appears:

- headings are for ease of reference only and do not affect the meaning of this agreement;
- the singular includes the plural and vice versa and words importing a gender include other genders;
- other grammatical forms of defined words or expressions have corresponding meanings;
- money is in Australian dollars unless otherwise stated and a reference to 'A\$', 'AUD', '\$A', 'dollar' or '\$' is a reference to Australian currency; and
- Schedule 1 to this Agreement forms part of the Agreement, but if there is any conflict between a clause of this Agreement and the Schedule, the clause of this Agreement will prevail.

ENGAGEMENT OF THE AGENT

- 1.3. The College engages the Agent to be its representative to perform the Services in the Territory for the Term.
- 1.4. This is a non-exclusive agreement. The College may appoint other Agents in the Territory.
- 1.5. The Representative cannot promote the College outside the Territory or perform the services outside the Territory, without the College prior written consent.
- 1.6. If the Representative wishes to expand the Territory the Representative must make a written submission to the College no later than thirty days before the recruitment of Prospective Students in the new territory is planned to start. The College is under no obligation to recognise the Representative's new territory, or accept applications for enrolment from Prospective Students recruited by the Representative in the new territory.

MAIN RESPONSIBILITIES OF THE AGENT

1.7. Under this Agreement, the Agent must:

- Promote the College and the Programs in the Territory;
- in accordance with the College policy and procedures recruit and assist in the recruitment of prospective students to undertake the Programs, in line with the National Code and ESOS Act requirements;
- provide prospective students with all necessary information about the Programs, the College facilities and services and assistance in completing and submitting application forms to the College;
- arrange for English language testing of prospective students under the relevant Australian migration regulations; and
- perform any other services and provide any reports or information requested by the College or required by this Agreement.

DETAILED OBLIGATIONS OF THE AGENT

1.8. In performing the Services, the Agent must:

- promote the Programs with integrity and accuracy and recruit prospective students in an honest, ethical and responsible manner;
 - inform prospective students accurately about the requirements of Programs using only material provided by the College;
 - assist to uphold the high reputation of the College and of the Australian international education sector;
 - take reasonable steps in confirming the accuracy of the information provided by prospective students in the application;
- (e) Ensure that only signed and completed applications are submitted to the College;
- (f) Agent is required to co operate with Regulator if there is any assistance necessary.

- (g) Ensure that relevant fees and charges and supporting documentation accompany each application and acceptance of offer documents;
- Provide any offer documents received from the College to the prospective student within 24 hours of receiving the offer documents;
 - Provide the College with market intelligence about the recruitment of prospective students in the Territory; and
 - Only undertake promotional and marketing activities involving the College that have been approved by the College.
 - Act in accordance with the College policies and procedures and directions given by the College.

1.9. Before prospective students complete an application, the Agent must give them information provided to the Agent by the College about:

- the College and its facilities, equipment and learning resources;
- the Programs, including course content and duration, qualifications offered, modes of study;
- the minimum level of English language ability and educational qualifications required for acceptance into the Program;
- visa requirements which must be satisfied by the student including English language proficiency levels and attendance to class;
- the Program Fees and refund policy; and
- living in Australia and the local environment of the relevant campus, including information about campus location and costs of living;

1.10. The Agent must advise prospective students that:

- students who come to Australia on a student visa must have a primary purpose of studying and are expected to complete the course within the expected duration; and
- any accompanying school age dependants must pay any relevant fees if enrolling in either government or non-government schools.

1.11. The Agent must not:

- engage in any dishonest practices, including suggesting to prospective students that they may come to Australia on a student visa with a primary purpose other than full time study;
- facilitate applications for prospective students who do not comply with visa requirements;
- provide prospective students with 'immigration advice' as defined in the *Migration Act 1958* unless the Agent is separately registered under that Act;
- give a prospective student inaccurate information about:

- the Program Fee payable to the College; or
 - his or her acceptance into a Program;
- receive or bank the Program Fee payable to the College by a prospective student or deduct any amount from the Program Fee payable by the prospective student;
- make any representations or offer any guarantees to prospective students about the likelihood of obtaining a student visa;
- engage in false or misleading advertising or recruitment practices;
- make any false or misleading comparisons with any other education provider or their programs or make any inaccurate claims regarding any association between the College and other education providers;
- undertake any advertising or promotional activity about the Programs or the College without the prior written consent of the College.
- commit the College to accept any prospective student into a Program;
- use or access PRISMS without the prior written consent of the College;
- use or access PRISMS to create a confirmation of enrolment for other than a bona fide student
- use any registered or unregistered Mark without the prior written consent of the College.
- actively recruit, or attempt to recruit, Prospective Students that the Representative knows to have engaged the services of another official representative of the College or
- sign or encourage or allow others to sign, official documents such as the application form, on behalf of a prospective Student or Student. The Student's signature that appears on all official documents must be the same signature as that which the Prospective Student used when signing the College application form.

1.12 Unless the College otherwise agrees, the Agent must bear the cost of advertising and promotional activities undertaken by the Agent under this Agreement.

1.13 The Agent must terminate any agreement with an employee if the Agent becomes aware of, or reasonably suspect, dishonest practices, including the deliberate attempt to recruit a student where this clearly conflicts with the obligations of registered providers under National Code Standard 7 or any of the other dishonest practices outlined above.

WHAT the College MUST DO

2.1 The College must:

- give the Agent sufficient information to enable the Agent to undertake the Services;
- provide to the Agent up-to-date and accurate marketing information;
- assess completed applications from prospective students within a reasonable time of receipt.

- 2.2 The College is not required to accept any prospective student referred by the Agent.
- 2.3 The College will monitor the Agent's performance and activities through meetings, reports, surveys of students/parents and by using annual performance review form.
- 2.4 The College will immediately take corrective action or terminate the agreement with the Agent if it becomes aware of the Agent being negligent, careless or incompetent or being engaged in false, misleading or unethical advertising and recruitment practices, including practices that could harm the integrity of Australian education and training.
- 2.5 The College will terminate the agreement with the Agent if it becomes aware of, or reasonably suspects dishonest practices, including the deliberate attempt to recruit a student where this clearly conflicts with the obligations of registered providers under National Code Standard 7 or any of the other dishonest practices outlined above.

CONFIDENTIALITY

3. The Agent must keep confidential:
- all information provided by the College, other than to the extent disclosure is required to perform the Services in accordance with this Agreement; and
 - the terms of this Agreement.

AGENT'S FEES

- 4.1 Subject to the other provisions of this clause, the College must pay the Agent's Fee for each student who:
- is recruited by the Agent;
 - is enrolled in a Program; and
 - has paid the Program Fee to the College; and
 - has commenced the Program; and
 - who has not, subsequent to commencing the program, been fully refunded the program fees.

An Agent is regarded as having recruited a student under this Agreement if the Agent submits the student's application for enrolment and that application also bears the Agent's name.

- 4.2 An Agent's Fee is not paid where the student applies to enrol directly to the College.
- 4.3 No Agent's Fee is payable unless the Agent has submitted an invoice in a form approved by the College.
- 4.4 the College must pay the fees payable under this clause within 45 days of receipt of a valid invoice from the Agent, provided that the student has commenced the program.

TERMINATING THIS AGREEMENT

- 5.1 Either party may terminate this Agreement at any time by giving the other party 30 days prior written notice.
- a. If the Agent breaches any provision of this Agreement, the College may terminate this Agreement at any time and with immediate effect by giving written notice to the Agent.
 - b. On termination of this Agreement, the Agent must:
 - submit all applications and fees from prospective students received up to the termination date; and
 - immediately cease using any advertising, promotional or other material supplied by the College and return all material to the College by registered mail or a reputable international courier.
 - c. The termination of this Agreement by either party does not affect any accrued rights or remedies of either party.

ASSIGNMENT AND SUBCONTRACTING

- d. The Agent must not assign this Agreement or any right under this Agreement without the prior written consent of the College (which may be withheld at its discretion).
- e. The Agent must not subcontract to any person the performance of any of its obligations under this Agreement without the prior written consent of the College (which may be withheld at its discretion).
- f. Despite any subcontract, the Agent remains liable for performing its obligations under this Agreement.
- g. The Agent must terminate any agreement with a sub-contractor if they become aware of, or reasonably suspect, dishonest practices, including the deliberate attempt to recruit a student where this clearly conflicts with the obligations of registered providers under National Code Standard 7 or any of the other dishonest practices outlined above.

NOTICES

- g. A notice under this Agreement must be in writing and sent by prepaid airmail, facsimile, or electronic mail to the party at the address set out in Item 4 of Schedule 1, or other address notified under this clause.
- h. A party changing its address, facsimile number or electronic mail address must give notice of that change to the other party. An agent needs to fill in change of agent contact details form and send it back to the College

ENTIRE AGREEMENT

- i. This Agreement and its schedules:
 - constitutes the complete and full agreement between the parties as to its subject matter; and
 - in relation to that subject matter, replaces and supersedes any prior arrangement or agreement between the parties.

VARIATION

- j. This Agreement may only be altered in writing, signed by both parties.

GOVERNING LAW

- k. This Agreement is governed by and construed in accordance with the law in force in the State of New South Wales, Australia.
- l. The parties submit to the non-exclusive jurisdiction of the courts of the State of New South Wales, Australia and the Federal Court of Australia.

PRIVACY STATMENT

- m. You agree to your personal information being:
- recorded in PRISMS. This may include your name, business email address, phone number and address;
 - accessed by the Australian Government Department of Education and Training, Department of Immigration and Border Protection and other Commonwealth agencies that access PRISMS;
 - used to administer or monitor compliance with the Commonwealth legislation e.g. Education Services for Overseas Students Act 2000, Migration Act 1958; and
 - disclosed by the Australian Government Department of Education and Training to other Australian Government entities (including, but not limited to ASQA and TEQSA), education institutions and publically. The Australian Government Department of Education and Training will share individual agents' performance publically as aggregated data (but will not identify agent – provider relationships). Agent-provider relationships will only be identified when data is shared with education providers and other Australian Government entities.

SIGNED for the College by an authorised officer

Signature of officer

Ms. Neda Morris

Name of Witness

Name of officer (print)

Marketing Manager

Marketing Director

Position held

Office held

SIGNED for by an authorised officer

abroadin Inc. (newhak)

Signature of officer

Name of Witness

Name of officer (print)

Marketing Manager

Office held

SCHEDULE 1

Item 1: Term

Two years from date of agreement. Expiry date is 3/11/2019 . If the agreement is not terminated by either party during this period, the agreement automatically becomes a continuing agreement. The terms of the agreement will continue until the agreement comes to an end.

Item 2: List the countries mainly recruited from;

Korea

Item 3: Agent's Fee

A commission of 30 % (excluding GST) is payable for each student recruited into any of the programs provided by the College. This commission rate is reviewed annually based on the revenue and student numbers. The rate is based on the following categories:

Category	Revenue per college (NOTE: this is based on the revenue for each individual college)	Commission rate
Category A	\$40,000 Aud gross/year or above	30%
Category B	\$30,000 Aud gross /year - \$39,999/year	27%
Category C	\$10,000 Aud gross /year - \$29,999/year	25%
Category D	\$9,999 Aud gross /year or less	20%

Item 4: Addresses for notices to the College

Attention: Ms. Neda Morris, Marketing Director
Address: Level 1, 499 Kent Street, Sydney NSW 2000 Australia
Facsimile number: +61 2 8263 1238
Email: info@teg.com.au

Agent Address & contact details:

Agency Name: abroadin Inc. (newhak)
Contact: Hope Kang / Julia Won
Address: #603, 6F, 464, Gangnam-daero, Gangnam-gu, Seoul, Korea 06123
Phone: +82 10 3664 4329 / +82 10 9282 4556
Email: julia.won@newhak.com
ABN Business no: -