

CUCAS iAgent Cooperation Agreement

Party A: Beijing Chiwest Co., Ltd

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Beijing, P.R.China

Postcode: 100083

Contact Tel: 010-82865135-18

Party B:

Address:

Postcode:

Contact Tel:

Through friendly negotiations, Party A and Party B have reached the following cooperation agreement on recruiting international students.

I 、 Cooperation Content and Method

Party A is responsible for providing the service of applying to Chinese universities. Students recommended by Party B enjoy this service, including consulting, online or offline application, admission status notification, admission documents mailing, etc. Party B should make use of its resource and market advantage in the local country and recommend students to use the application service provided by Party A. Both parties share the cooperative proceeds generated from this cooperation.

II 、 Term of Cooperation

This agreement is valid dating from the day of signing by both parties. Term of Cooperation is for **one year** :

Start : _____ (Month)_____ (Date)_____ (Year)

End : _____ (Month)_____ (Date)_____ (Year)

III、 Rights & Obligations of Party A

- 1. Party A has the obligation to provide relevant information of Chinese Universities to Party B.
- 2. Party A has the obligation to provide consultation service to students recommended by Party B.
- 3. Party A has the obligation to provide online application to China's universities and progress tracking service for students recommended by Party B.
- 4. Party A has the obligation to mail admission documents for students recommended by Party B.
- 5. Party A has the obligation to pay the commission to Party B within one month after receiving student(s)' official enrollment document.

IV、 Rights & Obligations of Party B

- 1. Party B shall not provide any false information which is inconsistent with Party A's official information and which is not verified to the students. Party A shall not bear all the responsibilities arising therefrom. If Party B provides false information to students, Party A will terminate the cooperation with Party B and reserve the right to further investigate the responsibility.
- 2. Party B is responsible for recruiting local students and recommends them to use the service provided by Party A. Party B is responsible to check the authenticity of documents provided by its students, and Party B cannot provide fake documents to Party A or apply for itself on iAgent platform.
- 3. Students recommended by Party B should pay the application fee required by the university (actual amount varies between universities).
- 4. Once students have successfully registered with the university, Party B can get proceeds according to the 5th article in "III、 Rights & Obligations of Party A".
- 5. Party B cannot use or make use of the brand of Party A to develop marketing. However, the following cases are exception:
 - Initiating action and employees' involvement of Party A in marketing developing;
 - Party B becomes legal representative of Party A or Party B obtains special authorize from Party A.
- 6. Except for application to China's universities and consultation service, Party B may provide other services, including visa processing, training for studying abroad, airport pickup, settle down in China, and etc. Proceeds and the responsibility generated from these services have nothing to do with Party A.

- 7. Refund policy of recommended students' unsuccessful application to partner schools should follow the rule formulated by Party A. For details, see "Enclosure 1".
- 8. Party B may make use of relevant content available on the Party A's website for promotional purposes on Party B's website only within the period of this contract's validity. If the content is copied directly without alteration, Party B must be identified on the website as the author of said content. On the termination of this contract, Party B must remove any copied content immediately. If any misuse of content on Party A's website by Party B occurs, Party A may withdraw permission for use of said content at any time.
- 9. In addition to the above-agreed terms of cooperation, other cooperation methods should be determined by both parties.

V、 Profit Sharing

Party B use the service provided by Party A to submit self-sponsoring applications for Chinese universities, Party A pays a commission after a tax deduction to Party B as profit. The tax deduction rate will be decided based on the tax rate when the certain commission is made. Currently, the tax rate is 6.5%. Party B can settle commission online for the paid application which under the status of : Accepted, E-offer Delivered or Offer-Delivered. The commission ratio will be changed timely based on the updated contract between Party A and the universities, but the amount for a certain application will be set as soon as it's submitted on the iAgent platform. There will be no commission if the student is awarded a scholarship. Party B can only choose to receive the commission through Alipay, WeChat, Paypal and Chinese Bank Card. Party A promise to send commission fee to Party B in 30 workdays after the student is confirmed that have successfully registered at the university and have paid all the related fee according to the requirements of the university, and Party A pays commission before Party A actually received money from the university for a better service for Party B. In general, the university will start to confirm the student' status in November for September intake, and in May for March intake. Party B is suggested to provide the tuition payment receipt from the student to receive a faster confirmation. Please refer the commission ratio for each university and program on the iAgent platform.

VI、 Change & Rescission of Agreement

A written change or rescission of agreement may be entered into after negotiation and mutually agreed by both parties.

VII、 Liability for Breach of Contract

Any party's failed, incomplete, inappropriate, and behind-time performance to this agreement, and failed to redress the breach within the fourteen (14)-day period after the other party's written notice, the other party has the right to demand the breaching party to perform or to terminate the agreement. Within the valid period of this agreement, if one party breaches, the breaching party should take full responsibility and is responsible for all economic loss.

VIII、 Dispute Resolution

- 1. If dispute arouses between two parties during the cooperation process, both parties should settle it with the attitude of trust in each other. If no settlement can be reached through friendly negotiation, any party may submit the dispute to the local court with jurisdiction.
- 2. This agreement is in duplicate, both parties hold one. Both have the equal legal effect, and the enclosures produced by this agreement have the equal legal effect.

IX、 Supplementary Provisions

- 1. Only once copies of Party A and Party B's operating certificates (which constitute Enclosure) have been exchanged is this agreement valid.
- 2. In the event of any dispute regarding this contract, the Chinese version agreement will be taken as the authoritative version.

X、 Enclosures

Any cooperation or related business terms that are not stated in this agreement will be specified in enclosures in writing. The enclosures are indispensable parts of this agreement. Unless otherwise specified, all terms in this agreement are applicable in the enclosures. If any conflicts occur between the agreement and enclosures, the enclosures shall prevail. Any specific items, including procedures, cooperation durations and payment, that concern both parties, shall be specified in the enclosure and be signed by both parties following friendly negotiation.

XI、 Force Majeure

Any serious Force Majeure occurs that hurdles a party from fulfilling its obligations or makes the purpose of this agreement unachievable, this party should inform the other party, without any delay, of the extend of its influence on its fulfilling of the obligations, together with an authoritarian proof.

XII、 Confidentiality

Unless by written agreement, neither party should disclose any content concerning, but not limited to, products, technologies or designs to a third party. The confidential clauses do not end with the termination of the agreement. The confidential clauses still bind two years after the termination of this agreement.

Enclosure 1:

Refund Conditions

For Self-sponsored Programs

1. If your application belongs to one of the following cases, you cannot get refund.

- The application was accepted by the university.
- The application was canceled by iAgents or applicants due to personal reasons.
- The application was not processed or accepted because the iAgent or the applicant were intending to undertake illegal activities in while in China.
- The application was not processed or accepted due to the documents containing false information.
- The application was not processed or accepted due to the application document being incomplete.

2. If your application belongs to one of the following cases, you will get full refund.

- Because of the internal causes of CUCAS, the application cannot be processed in the correct way or time.
- Because CUCAS did not update the website according to the university's admission information adjustments, the application cannot be started or the program that the iAgent applied cannot be started, and iAgent is not informed by CUCAS about it.

For Scholarship Programs

1. If your application belongs to one of the following cases, you cannot get refund.

- The application was accepted by the university.
- The application was canceled by iAgents or applicants due to personal reasons.
- The application was not processed or accepted because the iAgent or the applicant were intending to undertake illegal activities in while in China.
- The application was not processed or accepted due to the documents containing false information.
- The application was not processed or accepted due to the application document being incomplete.

2. If your application belongs to one of the following cases, you will get full refund.

- Because of the internal causes of CUCAS, the application cannot be processed in the correct way or time.
- Because CUCAS did not update the website according to the university's admission information adjustments, the application cannot be started or the program that the iAgent applied cannot be started, and iAgent is not informed by CUCAS about it.

Party A

Signature :

Date :

Stamp :

Party B

Signature :

Date :

Stamp :