

Agreement

Between:

ISM International School of Management GmbH, a private, state-accredited university of applied sciences, organized and existing under the laws of Germany and having its registered location at Otto-Hahn-Strasse 19, 44227 Dortmund, Germany, hereinafter referred to as ISM.

and

_____, a private company incorporated under the laws of
_____, whose registered office is situated at
_____, hereinafter referred to as Agency.

It is hereby agreed as follows:

1. Appointment and definitions

- 1.1 ISM hereby grants to Agency the right to represent ISM and to refer students in territory for the purpose of enrolling in courses at ISM.
- 1.2 For the purpose of this Agreement the following definitions shall apply:

Territory: _____

Courses: All courses and education programs arranged by ISM.
- 1.3 This Agreement is a non-exclusive agreement, and both parties remain free to enter into similar agreements with third parties.
- 1.4 This Agreement with the recruitment fee agreed in 3. is valid for study agreements concluded as of 01.01.2023.

2. Agency's right to promote the courses and promotional material

- 2.1 Agency is authorized to officially represent and promote ISM. Agency agrees to carry out the necessary activities to recruit, assist and screen qualified candidates for the ISM programs and prepare them for studies in Germany.

Agency will use its best endeavours to try to ensure that only international students with the necessary funds or approved governmental loan are allowed to apply for admission.

Agency will notify students of the admission and enrolment requirements/ procedures of ISM. ISM will notify Agency about any changes to the requirements/ procedures.

Agency understands that the admission decision lies solely with ISM who will inform the agent accordingly.

2.2 During the continuance of this agreement ISM agrees:

- a) to support Agency in its efforts to promote and market the programs by making available to Agency all information necessary for Agency; and all necessary brochures and promotional material regarding the courses;
- b) Agency agrees to receive prior authorization from ISM prior to the use of any ISM logo, artwork or photo, and to have any advertising or promotion conducted on behalf of the university, or with the name of the university, pre-approved by ISM.

3. Recruitment fee

3.1 ISM will pay Agency a referral fee of 15% of the ISM tuition fee of the first two semesters per student for the Bachelor programs. ISM will pay Agency a referral fee of 20% of the ISM tuition fee of the first two semesters per student for the Masters programs. For the MBA programs ISM will pay a referral fee of 15% of the ISM tuition fee of the first two trimesters.

- a) If a student is transferred to an ISM Bachelor Program by Agency and decides to continue with Master studies after the completion of the program no fee shall be paid for the Master program.

The fee will be calculated and paid within two months after the beginning of the respective semester. There is no obligation to pay the fee, as long as the student has not paid the tuition at ISM for the respective semester.

Agency shall be solely responsible for the payment of business tax, income tax, import tax and other types of levies (if any).

- b) If Agency offers a service package to the students and expects a service fee from the students, this package and the corresponding pricing has to be communicated separately from the ISM tuition fee, so that there is transparency with regards to the prices.

3.2 For Agency to be awarded a referral fee for a student, the following criteria must be met:

- a) The student must be an international student and cannot be a German citizen, or have a dual citizenship in which one of the countries is Germany; nor can the student be of permanent residence status in Germany;
- b) All required documents for admission and enrolment for the student must be submitted through Agency and clearly marked as coming through the Agency.
- c) Agency is responsible for verifying the validity and accuracy of all the student application documentation and the submission by the Agency to ISM of any fraudulent documentation will render this agreement null and void.
- d) In cases where referred students receive an ISM scholarship commission will be paid on the net tuition.
- e) The student cannot have previously applied as an ISM student.

3.3 The following services will be provided by Agency for the students and ISM:

- a) Career counselling
- b) Student advisory service incl. assistance in selecting the appropriate study program
- c) Preselection of students according to the ISM criteria
- d) Informing the students about formalities and tuition fees
- e) Contact person for ISM and the students during entire application process
- f) Support of the students during the visa process incl. appointments, application process, opening of a blocked account etc.
- g) Support of ISM marketing activities in _____ by the Agency representatives

3.4 The invoice must be sent to ISM by Agency for each of the two semesters. Invoice must include name of referred student and be issued to:

ISM International School of Management GmbH
Otto-Hahn-Strasse 19
44227 Dortmund
VAT DE 158635145

3.5 ISM will regularly provide the status of incoming students from the Agency for the upcoming term or semester. Agency will promptly notify ISM of any discrepancies with applications they have sent to ISM and the status report.

- a) Agency will actively conduct all necessary follow-up with applicants ensuring that application materials, test scores, etc., are sent to ISM in an expeditious manner.
- b) Agency agrees to forward all admission and general correspondence from ISM directly to the applicant in a timely manner.

4. Marketing

4.1 Agency agrees not to issue any advertisement, brochure or other promotional material regarding the programs without ISM's pre-approval. All promotional activities that utilize the title ISM, variations on the university title or the ISM logo require the express authority from ISM. Agency understands that ISM will not pay for any expenses related to marketing or recruitment activities of prospective students unless agreed separately.

4.2 Agency agrees to honestly and faithfully represent ISM in recruitment efforts and not engage in any unauthorized representation of the university in matters other than those stated in this document.

5. Term

- 5.1 This Agreement shall become effective when both parties have signed it and will remain in effect for one year.
- 5.2 This Agreement will be terminated on the expiration of the basic term (1 year); or by either party giving the other at least three months prior, a written notice of termination. It shall be extended automatically for one year until either party gives the other at last **three months prior** written notice of termination as of the end of any such extension term as long as students have been referred to the university during the previous year.
- 5.3 This Agreement may be terminated with immediate effect in case of violation of any of the terms agreed upon herein.

6. Relationship between the parties

Agency is an independent commercial agent and nothing in this agreement shall be construed or intended to create or establish a partnership or a joint venture between the parties hereto.

7. Confidentiality

The information contained in this document is to be treated as commercial and in confidence, and is not be divulged to any third person or party.

The place of jurisdiction is Dortmund, Germany. Supplementary agreements and changes to the contract must be made in written form to have legal effect. This applies particularly for the amendment to the written form requirement.

In witness whereof, the parties hereto have caused this Agreement to be executed in duplicate on the dates below, by their duly authorized officers.

Signed on behalf of ISM:

Name: Prof. Dr. Ingo Boeckenholt Signature: _____

Title: President Date: _____

Signed on behalf of the Agency:

Name: _____ Signature: _____

Title: _____ Date: _____