

| THE IMPERIAL ENGLISH UK AGREEMENT (The Agreement)   |  |   |                       |   |                         |   |   |  |                          |   |    |                      |   |    |                                    |   |                       |   |                         |   |                     |  |
|---|--|---|-----------------------|---|-------------------------|---|---|--|--------------------------|---|----|----------------------|---|----|------------------------------------|---|-----------------------|---|-------------------------|---|---------------------|--|
| TERMS AND CONDITIONS APPLIED TO ALL IMPERIAL ENGLISH UK ACADEMIES<br>PRIVATE AND CONFIDENTIAL |  |   |                       |   |                         |   |   |  |                          |   |    |                      |   |    |                                    |   |                       |   |                         |   |                     |  |
| 1.  | <b>PARTY A:</b>  |   |                       |   |                         |   |   |  |                          |   |    |                      |   |    |                                    |   |                       |   |                         |   |                     |  |
|   | <b>Name:</b> The Imperial English UK (hereinafter referred to as 'The Company')<br><b>Address:</b> BMI Building, 9 Margaret Street, Birmingham, B3 3BS, UK   |   |                       |   |                         |   |   |  |                          |   |    |                      |   |    |                                    |   |                       |   |                         |   |                     |  |
| 2.  | <b>PARTY B:</b>  |   |                       |   |                         |   |   |  |                          |   |    |                      |   |    |                                    |   |                       |   |                         |   |                     |  |
|   | <b>Organisation Details:</b> Name / Email / Contact Number / Address with Pin code / Website<br><b>Authorised Person:</b> Name / email / Contact number / Personal ID Number<br>(hereinafter referred to as 'the Business User')   |   |                       |   |                         |   |   |  |                          |   |    |                      |   |    |                                    |   |                       |   |                         |   |                     |  |
|   | <i>Recitals:</i><br>A. The Company is engaged in the business of English language teaching and learning in the UK and overseas. The Company has invested substantial time, effort and money in the development and implementation of English language courses, learning resources, training programmes, proprietary marks, confidential information, standards, specifications, techniques, identifying schemes and materials, insignia, methods and standard operational procedures.<br>B. The Business User desires to obtain the benefit of the brand, reputation, goodwill, knowledge, skill and experience of the Company and the right. The Business User recognises the benefit to be derived therefrom and acknowledges the necessity of conforming to the high standards and uniform specifications of the said business and to operate the business system of the Company upon the terms and subject to the conditions set out below.  |   |                       |   |                         |   |   |  |                          |   |    |                      |   |    |                                    |   |                       |   |                         |   |                     |  |
| 3.  | <b>THE AGREEMENT</b>   |   |                       |   |                         |   |   |  |                          |   |    |                      |   |    |                                    |   |                       |   |                         |   |                     |  |
|   | NOW, THEREFORE, IN CONSIDERATION OF the foregoing facts and mutual agreements and covenants set forth herein, the Company and the Business User agree as follows:  |   |                       |   |                         |   |   |  |                          |   |    |                      |   |    |                                    |   |                       |   |                         |   |                     |  |
| 4.  | <b>OPERATIVE PROVISIONS</b>  |   |                       |   |                         |   |   |  |                          |   |    |                      |   |    |                                    |   |                       |   |                         |   |                     |  |
|   | <b>INTERPRETATION</b><br>In this Agreement the following expressions shall have the following meanings unless the context otherwise requires:  |   |                       |   |                         |   |   |  |                          |   |    |                      |   |    |                                    |   |                       |   |                         |   |                     |  |
|   | <table border="1"> <thead> <tr> <th></th> <th>Definition</th> <th>Meaning of the Definition</th> </tr> </thead> <tbody> <tr> <td>A.</td> <td>"Licensed Logo(s) "</td> <td>The logo of Imperial English UK owned by the Company.</td> </tr> <tr> <td>B.</td> <td>"Licensed Trademark(s) "</td> <td>The trade mark of Imperial English UK and Imperial Press UK owned by the Company.</td> </tr> <tr> <td>C.</td> <td>"Licensed Name (s) "</td> <td>Imperial English UK XXXXXX Academy : The Business Name agreed by both the Company and the Business User</td> </tr> <tr> <td>D.</td> <td>"Licensed course subscription(s) "</td> <td>                     1 Course Subscription = Any ONE from the below three courses:                     <table border="1"> <tbody> <tr> <td>Level 1<br/>Elementary</td> <td>General English: 60 hours +<br/>Academic English:15 hours<br/>Total Hours: 75 hours</td> </tr> <tr> <td>Level 2<br/>Intermediate</td> <td>General English:60 hours +<br/>Academic English: 30 hours<br/>Total Hours: 90 hours</td> </tr> <tr> <td>Level 3<br/>Advanced</td> <td>General English: 60 hours +<br/>Academic English: 30 hours<br/>Total Hours: 90 hours</td> </tr> </tbody> </table> </td> </tr> </tbody> </table> |   | Definition            | Meaning of the Definition   | A.                      | "Licensed Logo(s) "   | The logo of Imperial English UK owned by the Company. | B.   | "Licensed Trademark(s) " | The trade mark of Imperial English UK and Imperial Press UK owned by the Company. | C. | "Licensed Name (s) " | Imperial English UK XXXXXX Academy : The Business Name agreed by both the Company and the Business User | D. | "Licensed course subscription(s) " | 1 Course Subscription = Any ONE from the below three courses: <table border="1"> <tbody> <tr> <td>Level 1<br/>Elementary</td> <td>General English: 60 hours +<br/>Academic English:15 hours<br/>Total Hours: 75 hours</td> </tr> <tr> <td>Level 2<br/>Intermediate</td> <td>General English:60 hours +<br/>Academic English: 30 hours<br/>Total Hours: 90 hours</td> </tr> <tr> <td>Level 3<br/>Advanced</td> <td>General English: 60 hours +<br/>Academic English: 30 hours<br/>Total Hours: 90 hours</td> </tr> </tbody> </table> | Level 1<br>Elementary | General English: 60 hours +<br>Academic English:15 hours<br>Total Hours: 75 hours | Level 2<br>Intermediate | General English:60 hours +<br>Academic English: 30 hours<br>Total Hours: 90 hours | Level 3<br>Advanced | General English: 60 hours +<br>Academic English: 30 hours<br>Total Hours: 90 hours |
|   | Definition   | Meaning of the Definition   |                       |   |                         |   |   |  |                          |   |    |                      |   |    |                                    |   |                       |   |                         |   |                     |  |
| A.  | "Licensed Logo(s) "  | The logo of Imperial English UK owned by the Company.   |                       |   |                         |   |   |  |                          |   |    |                      |   |    |                                    |   |                       |   |                         |   |                     |  |
| B.  | "Licensed Trademark(s) "   | The trade mark of Imperial English UK and Imperial Press UK owned by the Company.   |                       |   |                         |   |   |  |                          |   |    |                      |   |    |                                    |   |                       |   |                         |   |                     |  |
| C.  | "Licensed Name (s) "   | Imperial English UK XXXXXX Academy : The Business Name agreed by both the Company and the Business User   |                       |   |                         |   |   |  |                          |   |    |                      |   |    |                                    |   |                       |   |                         |   |                     |  |
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| Level 1<br>Elementary   | General English: 60 hours +<br>Academic English:15 hours<br>Total Hours: 75 hours  |   |                       |   |                         |   |   |  |                          |   |    |                      |   |    |                                    |   |                       |   |                         |   |                     |  |
| Level 2<br>Intermediate   | General English:60 hours +<br>Academic English: 30 hours<br>Total Hours: 90 hours  |   |                       |   |                         |   |   |  |                          |   |    |                      |   |    |                                    |   |                       |   |                         |   |                     |  |
| Level 3<br>Advanced   | General English: 60 hours +<br>Academic English: 30 hours<br>Total Hours: 90 hours   |   |                       |   |                         |   |   |  |                          |   |    |                      |   |    |                                    |   |                       |   |                         |   |                     |  |

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| E. | "Licensed Course(s) "             | The courses offered by the licensed name. This includes:   |  |
|    |                                   | Level 1<br>Elementary  | General English: 60 hours +<br>Academic English:15 hours<br>Total Hours: 75 hours  |
|    |                                   | Level 2<br>Intermediate  | General English:60 hours +<br>Academic English: 30 hours<br>Total Hours: 90 hours  |
|    |                                   | Level 3<br>Advanced  | General English: 60 hours +<br>Academic English: 30 hours<br>Total Hours: 90 hours |
| F. | "Licensed Learning Resources Set" | Resources provided in the format of hard copies, e-copies, digital formation, tablets, online learning by the Company to the Business User to deliver the "Licensed course(s)".  |  |
| G. | "Licensed Teaching Resources"     | Teaching Resources provided in the format of hard copies, e-copies, digital formation, tablets, online learning by the Company to the Business User to deliver the "Licensed programme(s) ".   |  |
| H. | "Licensed Portal(s) "             | The portal service provided by the Company to the Business User for administration and management purposes of the business to deliver the "Licensed programme(s) ".  |  |
| I. | "Licensed Website (s) "           | The website service provided by the Company to the Business User for marketing and promotional purposes of the business.   |  |
| J. | "Licensed Award(s)_"              | The Company agrees, but only in so far as it is able to do so, to award <u>Imperial English UK's certification or External UK Awarding Body certification to students who complete the "Licensed Courses(s)" and are registered on the licenced portal.</u>  |  |
|    | "Licensed Awarding Body_"         | A. <u>Imperial English UK</u><br>B. <u>External UK Awarding Body / Partner</u>   |  |
| K. | "Territory "                      | Academy Country  |  |
| L. | "Course Subscription"             | Being the payment due pursuant to this Agreement for Digital access of the licensed courses.   |  |
| M. | "Student"                         | The learners registered by the Business User on the licensed portal provided by the Company.   |  |
| N. | "Company Business"                | The business of teaching the licensed programmes operated and conducted under the terms and conditions described in this agreement.  |  |
| O. | "Intellectual Property"           | Patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection that subsist or will subsist now or in the future in any part of the world relating to the Products, Services, Branded Business and Systems which are referred to in this Agreement and are provided by the Company to the Business User from time to time. |  |

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|------------|---|
|            | Terms & Conditions for the above operative provisions are detailed in <b>Appendix 1</b> . And shall apply to and form part of this Agreement.   |
| <b>5.</b>  | <b>DATE OF COMMENCEMENT, INITIAL TERM &amp; RENEWAL</b>   |
|            | The date of commencement is <b>XX<sup>th</sup> Month Year</b>   |
|            | <b>Initial Term:</b> The initial term of this agreement is <b>XX</b> years.<br>The Company reserves the right to terminate the agreement at any time.   |
|            | <b>Renewal:</b> The agreement may, at the sole discretion of the Company, be renewed by the Company for a further term to be agreed between the Parties in writing.   |
| <b>6.</b>  | <b>THE LICENSED NAME</b>  |
|            | The Company and the Business User agree to keep the following name as the licensed name: Imperial English UK <b>XXXXXXX</b> Academy.  |
| <b>7.</b>  | <b>THE CATEGORY OF THE LICENSED NAME</b>  |
|            | The Category of the licensed name is: <b>Institutional / Corporate</b> Academy  |
| <b>8.</b>  | <b>THE BUSINESS USER LOCATION</b>   |
|            | The address details mentioned on the invoice, issued by the Company.<br><b>(Academy Address)</b>  |
| <b>9.</b>  | <b>END USER LICENCE AGREEMENT</b>   |
|            | The use of all licenses detailed or referred to in this Agreement shall be strictly subject to the digital 'End User License Agreement'.  |
| <b>10.</b> | <b>FINANCIAL DETAILS</b>  |
|            | <p><b>FEES:</b></p> <ul style="list-style-type: none"> <li>• In consideration of the grant of the licence to operate the business, the Business User agrees to pay the Company fees as invoiced to the Business User by the Company ('the invoiced fee').</li> <li>• The Company will invoice the Business User a service fee of <b>£XX</b> per course subscription per Course.</li> <li>• The invoiced fee is non-refundable, non-transferable, non-negotiable and must be paid upon the execution of this Agreement.</li> <li>• There are no additional fees for the renewal of this agreement.</li> </ul> <p><b>FEES TERMS AND CONDITIONS:</b></p> <p>A. These fees relate solely to the Business User and within the territory.</p> <p>B. Payments to the Company by the Business User should be made within the terms and conditions mentioned on the invoice issued by the Company and in accordance with this Agreement.</p> <p>C. Fees and payments may be adjusted by the Company to take into account inflation, currency fluctuations and other unforeseen economic exigencies, in such a case the Company will provide the Business User 6 months advanced notice.</p> <p>D. The Company reserves the right to withhold services, awards, and other services if the Business User does not meet its financial obligations to the Company.</p> <p>E. The Business User is solely liable for paying any taxes that are required to be paid in accordance with local laws and regulations within the Territory in respect of payments made to the Company.</p> <p>F. All fees must be wire-transferred directly to the Company's Bank account and will only be deemed to have been received when actually credited to the Company's Bank Account</p> <p>G. All payments must be paid in advance.</p> |
| <b>11.</b> | <b>REGISTRATION AND PERMIT REQUIRED FOR THE BUSINESS USER'S BUSINESS</b>  |
|            | The Business User agrees and acknowledges that it is the Business User's sole responsibility to comply with any acts or laws requiring registration under an assumed name or permits or other formalities that may be required in order to conduct the Business contemplated and referred to in   |

|            |  |
|------------|--|
|            | this Agreement and the Business User hereby warrants to the Company that the Business User is properly constituted and authorised to conduct the type of business contemplated between the parties pursuant to this Agreement  |
| <b>12.</b> | <b>INDEMNITY</b>   |
|            | <p>A. The Company shall not be responsible or liable for the acts, errors, omissions, debts or other obligations of the Business User.</p> <p>B. The Business User agrees to indemnify the Company against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred by the Company arising out of or in connection with:</p> <p>(a) the Business User’s breach or negligent performance or non-performance of this agreement;</p> <p>(b) the enforcement of this agreement;</p> <p>(c) any claim made against the Company by a third party for death, personal injury or damage to property arising out of or in connection with the Business of the Business User.</p> <p>(d) bringing into disrepute the name and standing of the Company</p> |
| <b>13.</b> | <b>TERMINATION</b>   |
|            | The Company may terminate this Agreement forthwith by giving a 1 month notice period in writing to the Business User if the Business user fails to operate the business in accordance with the terms of this agreement or for any other reason in the absolute discretion of The Company.  |
| <b>14.</b> | <b>THE BUSINESS USER’S OBLIGATIONS AFTER TERMINATION</b>   |
|            | <p>Upon the termination or expiration of this Agreement for any reason, the Business User shall:</p> <p>A. cancel any registration carried out with any local authority or within required law and immediately stop using the licenced name, logo, and trademark.</p> <p>B. promptly pay to the Company all fees and other payments due.</p> <p>C. ensure that all students still enrolled on the licensed programmes are allowed to complete satisfactorily, with no lapse in quality, methods and instruction or alternatively, refund the fees to students for the remaining course.</p> <p>D. cease forthwith to promote the business and shall within <i>14 days</i> of the date of termination destroy all promotional materials (including without limitation internet related and website information) relating to the Company then in its possession or control.</p> <p>E. notify all students of termination or expiration of the Agreement.</p>                                     |
| <b>15.</b> | <b>OWNERSHIP</b>   |
|            | All records, reports, documents and other material delivered or transmitted to the Business User by the Company shall remain the property of the Company, and shall be returned by the Business User to the Company on termination or expiration of this Agreement.  |
| <b>16.</b> | <b>CONFIDENTIALITY AND DATA PROTECTION</b>   |
|            | The Business User agrees at its own cost to adhere to and comply fully with any policy required by local law and the Company’s Data Protection Policy and Privacy Policy which shall form part of this Agreement, electronic copy available on <a href="https://www.imperial-english.com/privacy-policy.php">https://www.imperial-english.com/privacy-policy.php</a> The Business User acknowledges, agrees and accepts and agrees the content thereof and to be bound by its terms.   |
| <b>17.</b> | <b>THIRD PARTY RIGHTS</b>  |
|            | For the avoidance of doubt, this contract does not confer rights on anyone else except the Business User and the Company to this contract, and the parties do not intend any term of this contract to be enforceable by any third party.   |
| <b>18.</b> | <b>VARIATION</b>   |

|            |   |
|------------|---|
|            | This Agreement shall not be modified or amended except by an agreement in writing signed by the parties.  |
| <b>19.</b> | <b>STATUS OF PARTIES</b>  |
|            | Nothing in this Agreement shall be construed as establishing or implying a partnership or joint venture between the parties or shall be deemed to constitute either party as the agent of the other or to allow either party to hold itself out as acting on behalf of the other.   |
| <b>20.</b> | <b>SEVERABILITY</b>   |
|            | In the event that any term, condition, provision or clause of this Agreement shall be nullified or made void by any statute, regulation or order or by the decision or order of any court having jurisdiction, the remaining terms, conditions and provisions shall remain in full force and effect.  |
| <b>21.</b> | <b>WAIVER</b>   |
|            | No delay, omission or failure by either party to exercise any of its rights or remedies shall be deemed to be a waiver thereof or an acquiescence in the event giving rise to such right or remedy, but every such right and remedy may be exercised from time to time and so often as may be deemed expedient by the party exercising such right or remedy.  |
| <b>22.</b> | <b>LIABILITIES</b>  |
|            | <p>The Company shall not be liable to the Business User in this agreement for tort, negligence, breach of statutory duty or otherwise for loss of profit, use, anticipated savings, goodwill, reputation or opportunity, other economic loss or any other consequential or indirect loss or damage, costs or expenses incurred or suffered by the Business User under the terms of this Agreement or otherwise.</p> <p>A. Except as set out in this Agreement, all warranties, conditions, terms and undertakings, express or implied, whether by statute, common law, custom, trade or usage, course of dealings or otherwise (including, without limitation, as to quality, performance or fitness or suitability for purpose) in respect of any service to be provided by the Company under this Agreement are hereby excluded to the fullest extent permitted by law.</p> <p>B. The Business User agrees to defend any legal claim by a student, potential student or third party arising out of the operation of this Agreement and to indemnify the Company fully in respect of such claim.</p> |
| <b>23.</b> | <b>DISPUTE RESOLUTION</b>   |
|            | <p>A. If any dispute arises out of, or in connection with this Agreement, the Parties will attempt in good faith to settle it by negotiation between the designated representatives of each Party.</p> <p>B. If the Parties are unable to settle any dispute by negotiation within thirty (30) days, the Parties will attempt to settle it in accordance with Clause 26 hereof.</p>   |
| <b>24.</b> | <b>NOTICES</b>  |
|            | Any notice or other communication given under this Agreement shall be in writing and signed by or on behalf of the Party giving it and shall be served by delivering it personally or sending it by email to the address and for the attention of the relevant Party set out in this Agreement (or as otherwise notified by that Party for the purposes of this Agreement). The addresses of the Parties as set out in the Agreement details or such other address as may be notified in writing from time to time by the relevant Party to the other Party.  |
| <b>25.</b> | <b>GENERAL</b>  |
|            | <p>A. Nothing in this Agreement shall create, or be deemed to create a partnership or relationship of employer and employee or that of Principal and Agent between the Parties.</p> <p>B. Each Party acknowledges that in entering into this Agreement, it does not do so on the basis of, and does not rely on, any representation or warranty or other provision except as expressly provided herein. However, nothing in this Agreement purports to exclude liability for any fraudulent statement or act.</p>   |

|   |  |                  |                  |                          |                                |   |   |                            |                            |  |  |
|---|--|------------------|------------------|--------------------------|--------------------------------|---|---|----------------------------|----------------------------|--|--|
|   | <p>C. Each Party warrants to the other Party that it has full power and authority to enter into this Agreement.</p> <p>D. If any provision of this Agreement shall be held to be unlawful, invalid or unenforceable, in whole or in part, under any enactment or rule of law, such provision or part shall to that extent be severed from this Agreement and rendered ineffective as far as possible without modifying or affecting the legality, validity or enforceability of the remaining provisions of this Agreement which will remain in full force and effect.</p>   |                  |                  |                          |                                |   |   |                            |                            |  |  |
| <b>26.</b>  | <b>GOVERNING LAW, JURISDICTION AND CHOICE OF LAW</b>   |                  |                  |                          |                                |   |   |                            |                            |  |  |
|   | <p>A. This agreement, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with the law either of England and Wales or of the Territory at the sole discretion and choice of the Company.</p> <p>B. The Business User irrevocably agrees that the Company shall have sole discretion as to whether the courts of England and Wales or the courts of the Territory shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).</p> |                  |                  |                          |                                |   |   |                            |                            |  |  |
| <b>27.</b>  | <b>SIGNATURE AND SEAL</b>  |                  |                  |                          |                                |   |   |                            |                            |  |  |
|   | In witness of the terms of this agreement, signatures of the following authorised representatives of the parties are affixed. This agreement is made in duplicate in English, the two texts being equally authentic.   |                  |                  |                          |                                |   |   |                            |                            |  |  |
|   | Accordingly the Parties have executed this agreement on the dates appearing below.   |                  |                  |                          |                                |   |   |                            |                            |  |  |
|   | <table border="1"> <tr> <td><b>Signature</b></td> <td><b>Signature</b></td> </tr> <tr> <td>On behalf of The Company</td> <td>On behalf of the Business User</td> </tr> <tr> <td><b>Print Full Name:</b> Dr. Govind Desai<br/><b>Position:</b> Director</td> <td><b>Print Full Name:</b> XXXXXXXX<br/><b>Position:</b> XXXXXXXX</td> </tr> <tr> <td><b>Organisation's seal</b></td> <td><b>Organisation's seal</b></td> </tr> <tr> <td><b>Date:</b> XX<sup>th</sup> Month Year</td> <td><b>Date:</b> XX<sup>th</sup> Month Year</td> </tr> </table>   | <b>Signature</b> | <b>Signature</b> | On behalf of The Company | On behalf of the Business User | <b>Print Full Name:</b> Dr. Govind Desai<br><b>Position:</b> Director | <b>Print Full Name:</b> XXXXXXXX<br><b>Position:</b> XXXXXXXX | <b>Organisation's seal</b> | <b>Organisation's seal</b> | <b>Date:</b> XX <sup>th</sup> Month Year | <b>Date:</b> XX <sup>th</sup> Month Year |
| <b>Signature</b>  | <b>Signature</b>   |                  |                  |                          |                                |   |   |                            |                            |  |  |
| On behalf of The Company  | On behalf of the Business User   |                  |                  |                          |                                |   |   |                            |                            |  |  |
| <b>Print Full Name:</b> Dr. Govind Desai<br><b>Position:</b> Director | <b>Print Full Name:</b> XXXXXXXX<br><b>Position:</b> XXXXXXXX  |                  |                  |                          |                                |   |   |                            |                            |  |  |
| <b>Organisation's seal</b>  | <b>Organisation's seal</b>   |                  |                  |                          |                                |   |   |                            |                            |  |  |
| <b>Date:</b> XX <sup>th</sup> Month Year                              | <b>Date:</b> XX <sup>th</sup> Month Year   |                  |                  |                          |                                |   |   |                            |                            |  |  |

**APPENDIX 1**

|                              |  |                    |
|------------------------------|--|--------------------|
| <b>Operative provisions:</b> |  |                    |
|                              |  | Terms & Conditions |

|    |                                   |   |
|----|-----------------------------------|---|
| A. | "Licensed Logo(s)"                | <p>The Company agrees to allow the Business User the use of the licensed name, the licensed logo and the licensed trademark ('the licensed list') for the business on the condition that the Business User agrees:</p> <p>A. to use the licensed list only in the form and manner and with appropriate legends as prescribed from time to time by the Company and not to use any other trademark in combination with the licensed list or any part thereof without the prior written approval of the Company.</p> <p>B. that the Business User is not permitted to alter, modify, dilute, or otherwise misuse any item forming part of the licensed list.</p> <p>C. to acknowledge the ownership of the licensed list by the Company and the Business User agrees that it will do nothing inconsistent with such ownership, and that any use of the licensed list by the Business User shall inure for the benefit of the Company.</p> <p>D. that it will not state or imply, either directly or indirectly, that the Business User or the Business User's activities, other than those permitted by this Agreement, are supported, endorsed, or sponsored by the Company and, upon the direction of the Company, the Business User shall issue express disclaimers to that effect.</p> <p>E. Where doubt exists over the way the licensed list should be used, contact the Company for advice and prior authorisation.</p> <p>F. Not to make any public statement or announcement or enter into any public commitment on behalf of the Company without the prior written authorisation of the Company.</p> |
| B. | "Licensed Trademark(s)'           |   |
| C. | "Licensed Name (s)"               |   |
| D. | "Licensed Course Subscription(s)" | <p>The Company agrees to permit the Business User the use of "Licensed Course(s)" strictly for the Business User's business and strictly on the condition that and subject to the Business User complying with the following:</p> <p>A. to deliver only the "Licensed course(s)" and only at the location and territory agreed.</p> <p>B. to deliver and assess the Licensed Courses and any programmes pursuant thereto in accordance with the required standard.</p> <p>C. to keep strict and confidential records on student attendance and assessment.</p> <p>D. to provide adequate student support to enable them to complete the Licensed courses successfully.</p> <p>E. to follow the Company's administrative procedures for student registration, record-keeping, attendance, assessment and examinations.</p> <p>F. to use 'the licensed portal' for registering and record keeping of students enrolled.</p>   |
| E. | "Licensed Course(s)"              |   |
| F. | "Licensed Learning Resources Set" | <p>The Company authorises and permits the Business User the use of "Licensed Learning Resources Set" strictly for the Business User's business and strictly on the condition that and subject to the Business User complying with the following:</p> <p>A. to use the Licensed Learning Resources Set only for delivering the "Licensed Courses)".</p> <p>B. to use the Licensed Learning Resources only for students enrolled and registered on the licensed portal.</p>   |



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|    |                               | C. not to photocopy, print or reproduce in any other format, whether digital or otherwise, any part of the Licensed Learning Resources set.   |
| G. | "Licensed Teaching Resources" | <p>The Company authorises and permits the Business User the use of "Licensed Learning Teaching Resources" strictly for the Business User's business and strictly on the condition that and subject to the Business User complying with the following:</p> <p>A. The Business User to use the same for the purpose of delivering the "Licensed programme(s)" only.</p> <p>B. The Business User is not to photocopy, print or reproduce in any digital or other format any of the licensed teaching resources in a part or whole.</p>   |
| H. | "Licensed Portal(s)"          | <p>The Company agrees to permit the Business User to use the "Licensed Portal(s)" strictly on the condition that Business User agrees to use the Licensed Portal for administration and management purposes only.</p> <p>The Business User further agrees the following terms:</p> <p>A. to enter details in the Licensed Portal of all students registered for the Licensed programmes.</p> <p>B. to provide accurate and true information about students, their attendance, progression, results and personal details.</p> <p>C. It is breach of the agreement if any information provided is untrue, not accurate, or in any way misleading.</p> <p>D. that certificates (when and where appropriate) will only be awarded to students who are registered on the Licensed Portal.</p> <p>E. the Company is not liable for any incorrect information, any lost or disappeared information, hacking or any claims made by any third party including, without limitation, students of the Business User.</p>  |
| I. | "Licensed Website(s)"         | <p>The Company hereby authorises the Business User to use the "Licensed Website (s)" strictly for the marketing and promotion of the business only and on the understanding and agreement by the Business User that the Company will not in any way be liable either to the Business User or any third party for any information lost or disappeared, or hacked.</p> <p>The Business User hereby agrees and warrants the Company to upload accurate and true information about the Business User's Business undertaken and conducted pursuant to this agreement and it shall be considered a fundamental breach of this Agreement on the part of the Business User if any information provided is not true or inaccurate.</p> <p>It is the responsibility of the Business User to obtain all written permissions from students, their parents and/or guardians for the use of all information provided by such students before uploading any contents, pictures, photos or activities or other information or images or providing the same to the Company which is hereby authorised to use the same for reasonable marketing and other purposes.</p> |
| J. | "Licensed Award(s)"           | The Company agrees to permit the Business User the use of the "Licensed Award" for the purposes of the Business conducted by the Business User pursuant to this agreement only and for no other purpose.  |



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|    |                         | <p>The award will be issued by Imperial English UK and / or an External UK Awarding Body.</p> <p>ALL certificates/awards are issued through the Company’s UK Head Office.</p> <p>The Company agrees <u>to award Certification by the "Licensed Awarding Body" to students who complete the course successfully, pass the course assessments and are listed as per details provided / registered on the licensed portal strictly on condition that:</u></p> <ol style="list-style-type: none"> <li>1. The Business User agrees to keep and maintain records of all students enrolled and registered on the licensed programmes. The records must contain accurate information about names, addresses, start and completion dates, attendance details, assessment details and any other information requested by the Company from time to time or at the time of awarding certification.</li> <li>2. The Business User agrees to provide full and unfettered access to visit the Business User’s business to inspect the delivery of the licensed courses and programmes and assess the learning experience of students.</li> <li>3. The Business User must keep clear records of the assessment marks gained by the learners when marked.</li> </ol>   |
| K. | "Course Subscription"   | Being the payment due pursuant to this Agreement for Digital access of the licensed courses.  |
| L. | "Student"               | The learners registered by the Business User on the licensed portal provided by the Company.  |
| M. | "Company Business"      | The business of teaching the licensed programmes operated and conducted under the terms and conditions described in this agreement.   |
| N. | "Intellectual Property" | <p>The Business User acknowledges and agrees that all Intellectual Property in the Products, Services, Branded Business and Systems which are referred to in this Agreement is and shall remain the exclusive property of the Company.</p> <p>The Business User Holder shall:</p> <ul style="list-style-type: none"> <li>(a) not apply for registration of any of the Intellectual Property (or any intellectual property that is confusingly similar to the Intellectual Property) in its own name, in any part of the world;</li> <li>(b) comply with all requests by the Company as to the use of the Intellectual Property;</li> <li>(d) not license (or purport to license) any other person to use any of the Intellectual Property;</li> <li>(e) not use the Intellectual Property other than as specifically permitted by this agreement;</li> <li>(f) not use any intellectual property that is confusingly similar to the Intellectual Property;</li> <li>(g) not do anything that may adversely affect the Intellectual Property or the Company’s right or title to it; and</li> <li>(h) immediately stop using any advertising or promotional material or packaging on termination of this Agreement or at any time on receipt of a request by the Company to do so.</li> </ul> |

|    | Additional Notes                              |  |
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| A. | Promoting The Business                        | The Business User agrees to put in its honest, dedicated, ethical and best efforts in promoting the business.  |
| B. | Sale Of The Business                          | All the rights and licences granted to the Business User hereunder are personal to the Business User who shall not have the right to assign and sell the same without prior written consent of the Company.  |
| C. | Effective Management & Administrative Systems | The Business User agrees to appoint qualified staff for effective and accountable management systems and to ensure that appropriate administrative infrastructures are in place to support the delivery of the business.   |
| D. | Appropriate Resources To Support The Business | The Business User agrees to allocate adequate resources to deliver a high quality learning experience for all students. This includes: <ul style="list-style-type: none"> <li>A. appropriately qualified and experienced staff</li> <li>B. availability of some books and IT equipment</li> <li>C. reasonable arrangement for support staff to help and support students</li> <li>D. safe teaching and learning places</li> <li>E. reasonable services in place for students in relation to welfare, counselling, and students with disabilities</li> <li>F. arrangements in place for academic support, welfare, counselling and personal tutoring, and services for students with disabilities</li> <li>G. the equal opportunity and diversity policies in place</li> <li>H. provision for promoting innovation and development in teaching</li> </ul> |
| E. | Quality Assurance & Enhancement Processes     | The Business User agrees to have in place adequate quality assurance and quality enhancement processes within the business.<br>The teaching staff should follow the teaching methods and assessment criteria detailed in the teacher handbook to deliver the licensed programmes.  |
| F. | Teaching Staff                                | The Business User agrees <ul style="list-style-type: none"> <li>A. to appoint qualified and experienced staff to teach the licensed programme</li> <li>B. to support the teaching in delivering the licensed programme</li> <li>C. to pay adequate salaries</li> <li>D. to offer a Continued Professional Development programme and make the arrangements for induction, appraisal, promotion and staff development</li> <li>E. to have grievance, harassment and disciplinary procedures for staff</li> <li>F. to make sure that staff are not involved in criminal activities.</li> </ul>  |
| G. | Student Fees                                  | <ul style="list-style-type: none"> <li>A. The Business User is at liberty to set its own fees and agrees to provide accurate details of the fees, discounts and any scholarships it chooses to offer on the licensed website</li> <li>B. It is the Business User's sole responsibility to ensure that it offers to students what is mentioned on the website</li> <li>C. In the event that the Business User decides to stop offering the Licensed Programme, it is the Business User's sole responsibility and liability to refund fees collected by it.</li> <li>D. The Business User shall provide a receipt to each student or other third party in respect of payments collected from such parties.</li> </ul>  |
| H. | Class Size                                    | The Business User agrees to keep a reasonable number of students in the class.   |
| I. | The Services                                  | The Business User shall perform all of the services required of it in a prompt   |

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|    |  | and proper manner and efficiently, and shall maintain a good relationship with all the students, their parents and customers, and otherwise exercise best business practices and refrain from doing any acts and deeds that would adversely affect the Company, its reputation or standing.  |
| J. | The Premises, Facilities & Maintenance | <p>A. The Business User is solely responsible and liable for the premises and facilities it utilises for the business. The Business User is solely responsible for paying all statutory, corporation, municipal, or other taxes associated with the land, building, or property as per the local regulations and guidelines and all outgoings including (without limitation) any rent payable in relation thereto.</p> <p>B. The Business User is also responsible for maintenance and (where necessary) for the upgrading of furniture, air-conditioners, sanitation system and the IT equipment.</p> <p>C. The Business User shall ensure that premises with required facilities are available at least 4 weeks in advance of the start date of the first licensed programme.</p> <p>D. The Business user shall check and ensure that the premises and all equipment is safe and conforms with local health and safety regulations and requirements.</p> |
| K. | Running Expenses                       | The Business User shall be solely responsible for all running expenses of the business to include (without limitation) the cost for the provision of trained staff to run the business effectively and efficiently and it is expressly agreed that the Company shall not be liable either to the Business User or to any third party in respect of such cost in respect of which the Business User shall indemnify the Company (on a full indemnity basis) in the event of any claim against the Company.  |
| L. | Insurance                              | The Business User shall ensure that there is in place adequate Buildings and Business Insurance including third party liability insurance in respect of the business.  |