

Education Agency Agreement

This Education Agency Agreement is made:

- Between** - **Academic Bridge Limited**, a Private Training school, having its head office at 33 Gardiner Place, Dublin1 - D01W625, Dublin Ireland ("**AB**").
- and** - **GoUni Co. Ltd.**, an Education Agency, at : RSU Tower, 3rd Floor, 571 Sukhumvit Road, Klong Ton Nua, Wattana, Bangkok 10110 Thailand ("**Agent**"), which advises, counsels and recruits prospective international students from Thailand

Background

- A. AB offers Academic, Exam and General English classes for international students at its campuses in Dublin D1 and Dublin D2. Its programmes are accredited and approved by the Interim List of Eligible Programmes Authority ("**ILEP**").
- B. AB wishes to appoint a student recruitment agent in the Region.
- C. The Agent has advised AB that it is a provider of student recruitment services to international institutions. It has the necessary skills and resources to effectively act as AB's student recruitment agent in the Region.
- D. After completing background and reference checks, AB has agreed to appoint the Agent as a student recruitment agent. This Agreement sets out the relationship between and the rights and obligations of each of the parties in respect of that appointment.

THE PARTIES agree:

1. Term

This Agreement (which includes the Schedules) starts on the date the last party signs it and continues unless it ends earlier in accordance with clause 8. The parties may agree on a renewal of this Agreement in writing at any time.

2. Appointment

AB appoints the Agent, as a student recruitment agent in the Region, during the Term, on a non-exclusive basis, and the Agent accepts that appointment on the terms of this Agreement. Nothing in this Agreement prevents AB from appointing other student recruitment agents in the Region.

3. Agency scope and services

3.1 The Agent is permitted by AB and agrees to provide the services described in Schedule 1 (the "**Services**") in the Region. AB may require an Agent to provide other services (by notice in writing) and, unless agreed otherwise, those services will be provided on the same terms and conditions as set out in this Agreement and form part of the Services.

3.2 The Agent has no authority to enter into a contract in the name of or pledge the credit of AB unless AB agrees explicitly in writing.

4. The Agent's general duties and obligations

4.1 During the Term, and while performing the Services, the Agent will:

- (a) at all times act with due care, skill, diligence and in good faith, and will not act in a manner which could damage AB's reputation or goodwill;
- (b) act in accordance with the highest ethical standards;
- (c) advise any actual, potential and/or perceived conflict of interest to AB immediately as they arise, and update AB immediately as such situation changes;
- (d) actively promote AB and its courses to Potential Students (as defined in Schedule 1);
- (e) only use approved marketing and promotional materials authorised by AB when promoting AB;
- (f) respond quickly and accurately to any requests for information made by AB and promptly comply with AB's directions regarding the performance of the Services;
- (g) provide true and accurate information to Students (as defined in Schedule 1);
- (h) ensure that it is at all times fully aware of and compliant with the then-current procedures and requirements of AB and Immigration of Ireland;
- (i) not act in a manner which causes or could cause the Agent or AB to be in breach of any law or policy that applies to them;
- (j) not misrepresent the relationship between AB and the Agent, or act as though the Agent has the authority to bind AB;
- (k) promptly advise AB of any complaints about the Agent or the Services and deal with the complaint as advised by AB; and
- (l) keep the contents of this Agreement confidential and not disclose them to any third party.

4.2 The Agent represents that it has the experience and qualifications to provide the Services and has, and will keep up to date, all necessary permits and regulatory approvals to provide the Services.

4.3 The Agent has no right to issue an Offer of Place, Invoices or Fee Receipts on behalf of AB.

4.4 The Agent must not administer or deliver any English language proficiency test to satisfy the entry requirements to AB courses.

4.5 The Agent must check the authenticity of any documents supplied by a Student before submitting the documents to AB to seek an Offer of Place.

4.6 All payments taken from a Student by the Agent must be clearly itemised and recorded in writing. The Agent must not misrepresent any financial charges imposed on a Student for the Agent's services as fees charged by AB. Any such misrepresentation will be deemed to be a serious breach of this Agreement.

5. AB's responsibilities

During the Term AB will:

- (a) answer all enquiries from the Agents as soon as reasonably practicable;
- (b) provide the Agent with stocks of prospectuses, information leaflets, application forms and other promotional materials that AB considers may assist the Agent to properly counsel and provide information to Students;
- (c) provide the Agent with all additional information reasonably requested by the Agent to enable it to carry out the Services, including information regarding courses, schedules and admissions policies, student passport procedures and the visa application process;
- (d) provide an Offer of Place to each Eligible Student who submits a completed enrolment application on-line, together with all supporting documents required by AB, and who AB considers meets the relevant entry requirements for his or her course;
- (e) use best efforts to arrange accommodation that may be available, if required;
- (f) refund fees in accordance with its then-current withdrawal and refund policies; and
- (g) pay the Agent for the Services in accordance with the provisions outlined in Schedule 2.

6. Communication with AB

All day-to-day communication regarding the operation of this agreement shall be conducted between the designated International Marketing Manager of AB (or their authorized representative) and the Agent's owners or directors.

To ensure a standardized and efficient process, the Agent must use the official AB Student Submission Portal (or the designated submission link) to upload student files for review. Each student file must include all required preliminary information and documents necessary for assessment.

Upon submission, AB will evaluate whether the student:

- Meets the eligibility criteria for a General English course, and
- Is likely to qualify for a student visa under current immigration guidelines.

If the student is deemed eligible, the Agent is responsible for:

- Assisting the student with gathering all required documentation
- Guiding the student through the visa application process in a timely and accurate manner

Failure to use the designated portal or to follow the prescribed process may result in delays or ineligibility for commission.

7. Commission Structure

7.1 Commission Structure

The Agency will earn commissions based on the number of students enrolled and arrived within any rolling 30-day period:

- For the first 10 students: 15% commission per student
- For the 11th to 20th student: 20% commission per student
- For 21 or more students: 25% + Extra commission(1000 € + per student)

To qualify for the 25% commission rate, the Agency must successfully enrol and ensure the arrival of at least 20 students within a single 30-day period.

7.2 Commission Eligibility & Payout

- Commission becomes claimable after the student has attended two full weeks of classes following arrival in Dublin.
- Once eligibility is confirmed, the commission will be processed and paid within 5–7 working days of the claim submission.

8. Refund Policy

8.1. Student refunds will be processed directly by AB after deducting the applicable administration fee.

8.2 The Agency shall have no entitlement to commissions on refunded tuition fees.

8.3 Students must adhere to AB's refund policy, and the Agency shall ensure they are informed of these terms.

9. Performance review

9.1 AB will regularly review the Agent's performance regarding the following:

- (a) student satisfaction surveys and/or interviews;
- (b) the number of Students recruited;
- (c) the success rate of student visa applications for Students recruited by the Agent; and
- (d) any other measure AB considers appropriate.

9.2 If AB considers (in its sole judgment) that the Agent is not performing its obligations under this Agreement to the required standard. Or has made false or misleading statements about AB, its courses or fees, the Agent will be deemed to be in serious breach of this Agreement.

9.3 The Agent agrees to use all reasonable efforts to make any changes to its conduct requested by AB as a result of a review.

9.4 Until the Agent sends AB four students, AB is unavailable to provide a recommendation/reference for the Agent.

10. Ending this Agreement

10.1 This Agreement may be ended by either party for any reason on two weeks' notice in writing to the other.

10.2 AB may immediately end this Agreement by notice in writing to the Agent if AB considers the Agent has committed a serious breach of this Agreement.

10.3 AB may immediately end this Agreement by notice in writing to the Agent if AB receives direction or information from Immigration New Zealand or the Code administrator (as defined under section 4 of the Education (Pastoral Care) Amendment Act 2019) that requires AB to immediately terminate its relationship with the Agent.

11. Consequences of the Agreement ending

11.1 The ending of this Agreement will not affect:

- (a) any rights and remedies available to either party under this Agreement, which have accrued up to and including the date the Agreement ends; and
- (b) this clause 9, clauses 4(l) and clause 15 will continue in force after the agreement ends.

11.2 Where this Agreement comes to an end, the Agent will promptly return to AB all materials relating to AB and its courses and immediately stop acting as AB's agent.

11.3 The Agent acknowledges that AB is and will remain the owner of all intellectual property rights (including copyright) in the AB materials it provides. Nothing in this Agreement allows the Agent to make unauthorised copies of those materials or transfers any rights in the material to the Agent.

12. Status of the parties

The parties acknowledge that the Agent is an agent engaged by AB and not a partner, joint venture or employee. Neither party has any authority to bind or enter into any agreements on behalf of the other. AB does not owe any duties of a fiduciary nature to the Agent.

13. No assignment or delegation

Neither party may assign, transfer or otherwise dispose of the whole or any part of its rights and obligations under this Agreement without first obtaining the other party's written consent. The Agent may not subcontract or delegate all or any part of its obligations under this Agreement without AB's prior written consent.

14. Severability

If any term or provision of this Agreement is held to be illegal, invalid or unenforceable. In that case, it will be removed from this Agreement without affecting the legality, validity or enforceability of the remaining provisions.

15. No loss of rights

Any failure or delay by a party to exercise a right under this Agreement does not operate as a waiver or loss of that right.

16. Entire agreement

This Agreement records the parties' entire agreement and replaces all previous agreements and understandings or statements relating to the Services. This Agreement may only be changed by agreement in writing signed by both parties.

17. Counterparts

Each party may sign an exact copy of this Agreement and return it to the other party by facsimile or email. Each signed, faxed or emailed copy will be deemed to constitute an original and be evidence of the relevant party's agreement.

Executed as an agreement

Signed by (The Agent):

Date: / /

Signed by AB Academic Bridge Ltd:

Academic Bridge Ltd.
Registration No: 500137
33, Gardiner Place, Dublin1
Dublin-Ireland
+35318788616

Fernando

Fernando Comar Sales Manager

Date: 11/05/2025



CERTIFICATE OF REPRESENTATION

PROUDLY PRESENTED TO:

Global Education Alliance (GEA)

This is to certify that Global Education Alliance (GEA) for Academic Consultancy, having its registered office at Unit 502 of 5th Floor of Building 2W, Phase One, Hong Kong Science Park, Pak Shek Kok, is an officially authorised representative of Academic Bridge Ltd, located at 33 Gardiner Place, Dublin 1, Ireland.

The institution's policies and guidelines grant Global Education Alliance (GEA) for Academic Consultancy the authority to promote and facilitate admissions, provide counselling services, and act as a liaison between students and the Academic Bridge.

This certificate is issued in good faith and remains valid until 2026, unless revoked earlier by mutual agreement or policy changes.

Issued on: 07/05/2025

AUTHORIZED BY:
ACADEMIC BRIDGE

Academic Bridge Ltd.
Registration No: 500137
33, Gardiner Place, Dublin1
Dublin-Ireland
+35318788616



Gerard

GERARD STUART
DIRECTOR

Fernando

FERNANDO COMAR
SALES MANAGER