**STUDENT AGREEMENT**

For

**Ivy Guide America Programs**

This agreement is made by and between Ivy Guide America located in the city of Zhengzhou, Henan Province, China (hereinafter called “IGA”) and Ruoyan Qin located in the city of Zhengzhou, Henan Province, China (hereinafter called “Ms. Qin”) under the terms and conditions stipulated below:

1. Ms. Qin desires to act as an agent in Zhengzhou, Henan Province, China to promote, market and work with IGA programs. Hereby IGA appoints Ms. Qin as a marketing representative of IGA covering the territory of Zhengzhou, Henan Province, China.

2. Both parties understand and agree that this agreement is applied only to the said College Consulting Program and that Ms. Qin does not represent IGA in general.

3. Ms. Qin’s responsibilities include, not but limited to, online tutoring, private tutoring, actively promote all services offered by IGA and use Ms. Qin’s influence and social networking to promote IGA services. Ms. Qin’s will introduce and develop IGA services when possible and should not use Ms. Qin’s or IGA’S resources to benefit business rivals. Ms. Qin further agrees to share information and closely communicate with IGA on the process, progress and status of marketing and promotional activities, and to follow IGA’s fee structure. Ms. Qin also will agree to authorize IGA to use Ms. Qin information for promotion but all relevant promotion should be approved by Ms. Qin before its execution.

4. IGA shall provide Ms. Qin with all necessary information on IGA programs.

5. IGA agrees to pay Ms. Qin a commission of 10% of the total profit paid by every student that Ms. Qin signs up. IGA agrees to pay Ms. Qin 25% of the total profit for every student that signs up for the programs that Ms. Qin manages. IGA also agrees to pay $25 USD an hour for private tutoring services and 3% of annual profit. The 3% will be paid as a bonus as long as Ms. Qin continues to fulfill their responsibilities to IGA and is convertible to 3% of IGA share with concurrent market price in due time.

6. Within two weeks of student payment, IGA agrees to pay Ms. Qin the commission percentage as outlined in item #5.

7. Both parties agree that all monetary transaction under this agreement shall be made in U.S Dollars.

8. Both parties understand and agree that both parties are entitled to communicate with each student's parent directly in regards to each student's progress.

9. Both parties agree that this agreement becomes effective as of the date both parties have signed at the bottom of this agreement, and will be valid for one year from the date and may be extended only when both parties agreed to do so in writing.

**Mr. Elvin R. Freytes**

Ivy Guide America  
New York, USA

Print Name:

Signature:

Date signed:

**Ruoyan Qin**

LOCATION

Print Name:

Signature:

Date signed: