

THIS AGENT AGREEMENT (the “Agreement”) is made on the 18th day of July, 2023
(the “Effective Date”)

BETWEEN:

Advanced Education Trade name as Richmond College
(hereinafter called “Richmond College”)

Canada Address: 7030 Woodbine Avenue Markham, ON, Canada L3R 6G2

UK Address: 124 City Road, London, EC1V 2NX **AND:**

Name of Agent or Company

MICHELLE AND ANTHONY CONSULTING LIMITED

Address : 11a OLU AKERELE STREET, OFF OBAFEMI AWOLOWO WAY, IKEJA, LAGOS

Phone : 08160582937

Email : michelleandanthonyconsulting@yahoo.co.uk

(hereinafter called the “Agent / Agent Company”)

WHEREAS:

- A. Richmond College, (ATHE Reg ID: 9405/OTHM Reg ID: DC2210718) wishes to engage the Agent to provide individual student recruitment services and partnership development services in accordance with Section 2 below (the “Services”); and
- B. Richmond College and the Agent Company have agreed to the terms and conditions upon which the Agent will provide the Services;

NOW THEREFORE in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Richmond College and the Agent Company acknowledge and agree as follows:

1. TERMS OF THE APPOINTMENT

- a. The Agent Company is hereby appointed to perform the Services in its territory or territories in which it is located (the “Territory”) during the Term.

- b. Richmond College will provide the Agent Company with a certificate of appointment once this Agreement has been signed by both parties. The certificate will include the name of the Agent, an Agent Company ID number and the dates of the Initial Term.
- c. A registration period is between 1 January and 31 December.

2. THE SERVICES

- a. **Promotion.** During the Term, the Agent Company will promote specified courses programs offered through Richmond College to prospective students and education delivery partners identified by the Agent's organization. Promotion of Richmond College courses and programs includes but is not limited to:
 - i. actively advertising, marketing, and promoting Richmond College's courses and programs using information provided by Richmond College at the sole expense of the Agent or Agent's organization.
 - ii. distributing Promotional Materials either provided by or expressly approved by Richmond College to prospective students;
 - iii. facilitating applications in accordance with Section 2b.
 - iv. discussing and receiving approval from Richmond College for all marketing and promotional strategies in relation to Richmond College courses and programs.
- b. **Partnership Development.** The Agent is authorized to identify and engage with prospective education delivery partners by:
 - i. identifying prospective education delivery partners to Richmond College for partnership development.
 - ii. engaging and informing prospective education delivery partners of Richmond College courses and programs.
 - iii. assisting the prospective education delivery partner in connecting with Richmond College directly for course and program fee information

c. Promotional Materials.

- i. The Agent will use promotional, marketing, informational and other materials provided by Richmond College Website to Agent or developed by Agent at their sole expense and approved by Richmond College solely to perform the Services.
- ii. For any specific inquiries, please get in touch with the partnership department at Richmond College. You can reach them by emailing partnership@richmondcollege.co.uk.

d. Standards. Agent will:

- i. perform the Services in an honest, ethical, courteous, competent and professional manner.
- ii. regularly update its knowledge regarding Richmond College, courses, programs, application procedures and other information relevant to providing the Services.
- iii. not knowingly or negligently make any guarantees or otherwise misleading representations, warranties or covenants regarding:
 1. prospects of receiving a study permit or visa from the relevant immigration authorities based on completion of a Program.
 2. successful completion of a Program.
- iv. not knowingly or negligently facilitate fraudulent or misleading applications.

e. Richmond College Responsibilities.

- i. Richmond College will provide the Agent with:

training for recruitment of students and education delivery partners, including information on programs, services, standard fees, and location through the review of Richmond College Promotional Materials, website, and participation in online training sessions administered by Richmond College.

- ii. Richmond College will answer any enquiries from the Agent promptly via the most efficient means.
- iii. Richmond College will review student registrations according to its policies and procedures and within the timeframe defined and determined by Richmond College.

3. Package Fees and Payments

- a. For the purposes of this Section,
 - i. “Program & Course Fees” means the fees charged for a prospective student assessed by Richmond College for the Successful Applicant in accordance with its usual policies and procedures; and
 - ii. “Successful Applicant” means a prospective student recruited by the Agent who is accepted into a course or program by Richmond College and has met all admission conditions.
- b. The Payment (as defined in Section 3c) will be paid by Richmond College to the Agent for each Successful Applicant fulfilling all the following requirements:
 - i. The Agent identifies the prospective student to Richmond College for assessment and formally enrolls the student into a Richmond College or course;
 - ii. The Successful Applicant has paid the required fees for registration;
 - iii. If a Successful Applicant from the Agent withdraws from a course or program and is entitled to a reimbursement of all or part of fees paid, no payment is payable, and RICHMOND COLLEGE will not process a Payment.
 - iv. An invoice is issued by the Agent to Richmond College, which must include the Successful Applicant’s name, name of the course, commencement date, and agreed payment amount.
 - v. The agent/company must send an invoice 15 days after the student has paid the fee in full to Richmond college. Agents are paid between the 1st and 5th of the following month.

- c. Richmond College will pay the money to the Agent/ Companies in accordance with the rule below.

As an Agent Company:

- If the Agent company enrolls up to 50 students in a registration period, 30% of the registration fee of each registered student is paid.
 - If the Agent company makes more than 50 registrations in a registration period, the amount it will receive from all registrations is increased to 32%.
 - If the Agent company makes more than 100 registrations in a registration period, the amount it will receive from all registrations is increased to 35%.
- d. Richmond College will pay the money to the Agent in accordance with the schedule. Advanced Education (TN: Richmond College) will provide the payment schedule.
- e. Students can directly enroll on the institution's (Richmond College's) website.
- f. The Agent acknowledges and agrees that it is solely responsible for collecting and remitting all taxes and other governmental fees, interest, levies, charges, surcharges and assessments of whatever nature applicable to this Agreement and the performance of Services hereunder, and further agrees to indemnify Richmond College for all such matters if the Agent fails to do so.
- g. The Agent is solely responsible for all expenses incurred in the performance of the Services and will perform the Services at no additional cost to Richmond College.
- h. In the case of price changes the agent's share is raised or reduced by the same rate.
- i. The agent must enroll 10 students annually. After 6 months from the signing of the agreement, there will be a review. If an insufficient number of students is registered, a meeting will be arranged with the agent to discuss the reasons. Afterwards, Richmond College will decide whether to continue the agreement.

4. TERM AND TERMINATION

- a. Subject to early termination, this Agreement will commence on the Effective Date and will continue until 31 December 2024. Subject to early termination, this Agreement will not automatically renew at the end of the then-current Term.

Renewal Terms must be requested by the Agent to Richmond College. The Initial Term and all Renewal Terms, if any, are collectively, the “Term.”

- b. The quality of the Services and effectiveness and productivity of the Agent will be reviewed annually. If the Services do not meet the standards set forth in this Agreement or if the Agent has breached any other term of this Agreement and has failed to remedy the breach, Richmond College will terminate this Agreement immediately upon notice to the Agent.
- c. This Agreement can be terminated at any time without notice for cause.
- d. This Agreement can be terminated early by either party providing the other with sixty (60) days’ notice of termination.
- e. Upon termination or expiration of this Agreement, the Agent will immediately stop using and deliver to Richmond College, at its own expense, all equipment, materials and other property of Richmond College, whether in physical or electronic form, received by the Agent in connection with this Agreement in the same condition as they were furnished to the Agent, reasonable wear and tear excepted, and will destroy, delete, remove or takedown any data, files and websites referring to Richmond College, Richmond College students or courses and programs, including any materials which include logos, trademarks, references to or other information about Richmond College or its students (including, but without limitation, Successful Applicants), education delivery partners, or prospective students and education delivery partners.
- f. If necessary, the number of Agents will be increased by Richmond College.

5. CONFIDENTIALITY

Excepted as specifically permitted herein, the parties will keep the terms and conditions of the Agreement confidential and will not make any public announcements about the Agreement or the arrangements contemplated herein without prior written consent of both the parties.

6. GENERAL

- a. **Headings.** The headings of the sections of this Agreement are inserted for convenience of reference only and are not intended to be part of or to affect the meaning or interpretation of this Agreement.
- b. **Notices.** All notices or other communications which are required or may be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered e-mailed.
- c. **Governing law.** This Agreement is governed by the laws of the Province of Ontario and the federal laws of Canada and laws of United Kingdom as applicable herein, excluding rules of private international law that lead to the application of the laws of any other jurisdiction. The courts of the Province of Ontario and the courts of United Kingdom will have the exclusive jurisdiction to hear any matter arising in connection with this Agreement.
- d. **Amendments.** Any amendments to this Agreement shall be made in writing and signed by Richmond College and the Agent.
- e. **Legal Advice.** Richmond College and the Agent acknowledge and agree that the opportunity to seek independent legal advice was provided prior to executing this Agreement
- f. **Execution.** This Agreement shall not be binding until fully executed by both parties. Upon execution by both parties, this Agreement is binding upon the parties and takes full force and effect as of the Effective Date.

IN WITNESS WHEREOF the parties hereto have executed this agreement as of the Effective Date.

RICHMOND COLLEGE



Richmond College
Director of Partnership
Joseph Brian

AGENT


MICHELLE AND ANTHONY CONSULTING LIMITED
MANAGING DIRECTOR
VICTOR OLUFEMI AJULO

Date: 29/06/2023

Date: 18th July 2023

Appendix A: Our Credentials

Richmond College operates to the highest academic standards and has multiple structures in place that ensure the standard of education provided to its students is of the highest quality. Richmond College works with OFQUAL recognized Awarding Organizations via ATHE and OTHM for the verification of the program.

