



Agent Marketing Agreement

This Agreement is made between Nomen Global Language Centers, hereinafter known as “Nomen Global” and the interested independent contractor or enterprise, hereinafter known as “The Agent”. This Agreement is entered into allowing the Agent to enroll students into the programs of Nomen Global and use Nomen Global’s associated products and services.

The terms and conditions are as follows:

I. Appointment of Agent

1. Nomen Global appoints the Agent to sell Nomen Global educational services according to the guidelines outlined in this document.
2. Independent Agent
 - i. Nomen Global appoints the Agent to have jurisdiction over a designated geographic region, known as the Agent’s “territory”. The Agent is to represent and sell Nomen Global’s services only within the appointed territory. The Agent must receive written authorization from Nomen Global to work outside of the appointed territory.
3. Enterprise or Entity Agent
 - i. Nomen Global appoints the Agent as an independent business to act as an agent with their associated members and customers. If located within an Independent Agent’s Territory, they are not to compete externally from their Entity or Enterprise.
4. The Agent may be appointed by Nomen Global to work in areas that are local to Nomen Global.
5. Nomen Global reserves the following rights:
 - i. To appoint other agents
 - ii. Use their own representatives
 - iii. Work directly with the customers in all situations as deems necessary

II. The Agent Responsibilities

1. The Agent must recruit at least one student every semester or have at least five applicants. Failure to do so will result in termination of this Agreement.
 - i. A recruit is defined as a student that applies, is accepted, pays tuition in full, and enrolls in any of Nomen Global’s language programs.
2. The Agent must use the current standard prices, policies, applications, forms, informatives and contracts as set forth by Nomen Global.
 - i. The agent may not offer any terms or conditions on behalf of Nomen Global which conflict with current prices, policies and contracts.
 - ii. Any form not issued by Nomen Global must be signed and approved by the president of Nomen Global.
3. The Agent is responsible to work directly with all prospective students until their arrival at Nomen Global. This includes the following:
 - i. Assist the student in completing all the necessary paperwork for application to Nomen Global Language Centers. The applicant must complete and sign their own paper work and include a valid phone number, email address and physical address.
 - a. Nomen Global will contact all applicants directly to verify information and advise of an issued I-20 to be sent.
 - ii. Embassy interview coaching

- iii. Travel preparation such as airline tickets and travel to and from the airports.
 - iv. Housing accommodations while studying at Nomen Global or completed housing waiver form.
- 4. The Agent must service any Affiliates of Nomen Global located within their designated area. The Agent is responsible to contact and promote Nomen Global services at the Affiliate's place of business or location.
- 5. Local Agents to Nomen Global are responsible for doing one of the following:
 - i. The Agent must personally bring the student in to Nomen Global Language Centers and ensure completion of the application process.
 - ii. The Agent must bring in or mail in the student's completed paperwork to Nomen Global Language Centers.
- 6. The Agent must use the forms and records provided by Nomen Global to keep accurate and current records of contact and student progress.
- 7. The Agent must submit an update of his/her records to Nomen Global via e-mail or fax at the end of each month.
- 8. The Agent must report to Nomen Global's representatives at least once a month via telephone, e-mail, or personal visits to discuss the following:
 - i. Current Customer finding pool and finding strategies
 - ii. Sales to Date
 - iii. Problems
 - iv. Plans, Strategies, and Goals for the next 6 months
- 9. The Agent is required to give efficient, prompt, and courteous service to all who seek Nomen Global's services. The Agent must use the highest standards of honesty, integrity, and professionalism.
- 10. The Agent promises to do nothing to misrepresent or injure the reputation of Nomen Global throughout the duration of this Agreement or after termination.
- 11. The Agent is responsible for conducting surveys every 4 months in behalf of Nomen Global with customers who are purchasing the services of Nomen Global.
- 12. The Agent is responsible for all marketing and advertising costs within their territory.
- 13. The Agent is required to use and display any promotional advertising that is provided by Nomen Global.
- 14. The Agent is responsible for training his/her own staff in the standardized policies and procedures of Nomen Global.
- 15. The Agent is responsible for the distribution of all commission earned by their staff.
- 16. The Agent must report any customer service complaints to Nomen Global as soon as they are received.

III. Nomen Global Responsibilities

- 1. Nomen Global will provide initial training free of charge for the Agent regarding all procedures, prices, fees, policies and contracts.
- 2. Nomen Global will be responsible for informing the Agent of any updates or changes in current programs, prices, policies, and contracts.
- 3. Nomen Global will provide promotional literature and advertisements to the Agent, as Nomen Global deems appropriate.
- 4. Nomen Global will provide all initial pamphlets, documents, and contracts in PDF or Microsoft Word format. The Agent is responsible to make any additional copies after receiving the computer files.
- 5. Nomen Global will provide the services sold by the Agent in accordance with current company policy.
- 6. Nomen Global will pay the Agent a percentage of the tuition received each month from each student the Agent recruits. (See Section V)

IV. Expenses

1. Agents may, at their own expense, provide materials and advertising to actively promote the services covered by this Agreement. It is the Agent's responsibility to provide these materials as a "cost of sales". Nomen Global will provide templates and design in PDF format periodically.
 - i. Any additional pamphlets, promotional material, or any document representing Nomen Global, developed by the Agent, must be signed and approved by the President of Nomen Global.
2. Nomen Global may provide additional promotional materials free of charge to the Agent at Nomen Global's discretion.
3. The Agent is responsible for costs incurred by electronic transfers or other such methods of payment of tuition and other related fees to Nomen Global.
4. The Agent is responsible for postage of requested items from Nomen Global and for any items sent to Nomen Global.

V. Commission and Tuition

1. All tuition payments and other associated fees and costs are to be paid in U.S. dollars.
 - i. Application fees and the SEVIS fee are to be made in the country of origin.
 - ii. Tuition, housing, books, airport pickup and airfare are not to be paid before the applicant has received their visa from the local American Embassy.
2. The Agent is responsible for paying all applicable taxes in his/her own country with regard to sales and commissions.
3. The Agent may not do in house financing or loans for any student without prior authorization and written consent from the President of Nomen Global.
4. No additional fees may be incurred or charged to students beyond the normal Nomen Global fees and tuition. Any exceptions must be authorized by written consent of the President of Nomen Global. Any Violations will result in termination of this agreement and loss of all such associated commissions. Charges that are deemed fraudulent will be reported to legal authorities in the Agent's Territory.
5. The Agent is paid only one time per student and is only paid for the tuition and time period initially sold. No commission is paid for housing, ground transportation costs, fees, books or other related expenses. All continuing student tuition is not subject to commission.
 - i. The Agent will receive a commission based on the percentage agreed to between the agent and the authorized Nomen Global representative.
 - ii. If the student recruited is a transfer student from another ESL school in the United States, the agent will normally receive ½ of the commission that is paid for a new student coming directly to Nomen Global.
 - iii. Please contact Nomen Global with any questions regarding commission.
6. Nomen Global will pay commission only upon full receipt of a student's tuition.
7. Payment is considered received when the funds have cleared the bank.
8. Full payment is normally made at the Agent's place of business. The Agent will send all tuition (when necessary), fees, or other costs in U.S Dollars to Nomen Global by electronic transfer or credit card, no less than one (1) week before the starting date of the respective student and no more than two (2) business days after receiving payment from the student. The commission should be deducted by the agent prior to sending the remainder to Nomen Global.
 - i. There is a 3% service charge if a credit card is used.
 - ii. If the tuition is paid by the student at Nomen Global, commission payments will be available for pick up, wire transfer, or mailing the first Friday of each month following the month in which a student has paid at

- Nomen Global. Payment by the student must be received by the last Friday of the month to apply for the next month's commission check.
- iii. If a student requests a refund and withdraws from classes, the student will be referred to the agent for refund. (Refer to the Nomen Global Refund Policy in the "Terms and Conditions" document.)
9. Payment will be made directly to the signed Agent.

VI. Termination for Default

1. Either party may terminate this Agreement by written notice if the other party breaches any provision of this Agreement.
2. In the event that either party makes any false representations, or engages in fraud, criminal, or negligent conduct, either party may terminate this Agreement.
3. If the Agent fails in any way to meet the minimum sales quota defined by this Agreement, Nomen Global may terminate this Agreement.
4. In the event that this Agreement should be terminated, the Agent shall immediately:
 - i. Cease acting as an independent representative of Nomen Global.
 - ii. Discontinue any and all use of Nomen Global's marks and logos and names associated with Nomen Global.
 - iii. Remove and return or destroy, at Nomen Global's request, any and all signs and materials supplied without charge by Nomen Global.
 - iv. Notify and arrange for all publisher and others who may identify the Agent's name with Nomen Global to discontinue such listings.
 - v. Complete all orders that are in process at the time of termination.

VII. Trade Names and Trademarks

1. The Agent may refer to him/herself as Nomen Global's agent solely in conjunction with the sale of Nomen Global-authorized services. This Agreement gives the Agent the right to use Nomen Global logos according to the following outlined procedures.
2. Nomen Global shall have the right to conduct an examination of the facilities and equipment utilized in selling or providing the services offered by the Agent
3. The Agent acknowledges that Nomen Global is the owner of all trademarks, trade names, and logos of Nomen Global. The Agent recognizes that this Agreement does not confer any right of license or permission to third parties to use any of Nomen Global's marks.
4. The Agent agrees to notify Nomen Global of any unauthorized use of Nomen Global's name or trademarks by others.
5. Upon termination of this Agreement, any permission or right to use Nomen Global's name or trademark will cease to exist. The Agent shall also promptly return to Nomen Global all materials in its possession.

VIII. Confidential Information

1. The Agent may receive or have access to records and information, which Nomen Global considers to be confidential. The Agent shall hold such as confidential or proprietary information and shall use it only for the purposes permitted by Nomen Global.

IX. Indemnification

1. The Agent agrees to defend Nomen Global from any and all misrepresentations.
2. In no event shall Nomen Global be liable for incidental, special, or consequential damages to anyone arising out of the Agreement.

3. Nomen Global agrees to indemnify, and defend the Agent from any negligent acts of Nomen Global.

X. Assignment of Agreement

1. This Agreement may not be assigned nor the rights and obligations otherwise transferred to a third party without written consent of both parties. Any attempted assignment or delegation or any other transfer will be considered a breach of contract.

XI. Severability of Agreement

1. If any provision, clause or section in this Agreement is held by a court of the United States of America to be invalid or unenforceable, the remainder of this Agreement will remain in full force and shall in no way be impaired.

XII. Copyright and Intellectual Property

1. All products, programs, and brochures are the intellectual property of Nomen Global whether they are patentable or unpatentable, copyrightable or not. Any such new ideas or developments by Nomen Global during the Agreement are the sole property and the rights of Nomen Global.
2. The Agent may claim the Nomen Global Programs to be a part of the Agents educational experience but may not claim rights to them in their country or any other country.

XIII. Laws and Dispute Resolution

1. The Agent shall comply with all federal, state and local laws and regulations which may be applicable to the Agent as an employer of labor. The Agent shall bear all such costs associated with the compliance of these laws.
2. This Agreement is subject to applicable laws and executive orders relating to equal employment and non-discrimination in employment.
3. A representative of Nomen Global shall arbitrate all matters between the Agent and students or clients of Nomen Global. That arbitrator's decision shall be final and binding.
4. U.S. Federal law and applicable state and local laws of Utah shall govern and control with respect to any issue relating to the validity of this Agreement.
5. All communications in regard to this Agreement will be interpreted and communicated according to American English.
6. If either party files a judicial or administrative action, and the other party successfully stays such action, the party filing the actions shall pay the other party's costs and expenses incurred.
 - i. All actions must be filed in The State of Utah of The United States of America.

XIV. Entire Agreement

1. This Agreement shall constitute the entire agreement between Nomen Global and the Agent relating to the subject matter contained herein. This Agreement supercedes all prior and contemporaneous representations, all prior agreements, all prior guarantees, and all prior understandings between the parties.
2. No amendment or supplement shall be binding unless executed in writing and signed by both parties. No waiver of any one provision or clause of this Agreement shall constitute a waiver of any other provision.

XV. Force Majeure

1. Neither Nomen Global nor the Agent shall be responsible for delays nor failures to perform caused by natural disasters, government laws or regulations, war, epidemic, strikes or lockouts, riots or power failures.

