

AGENCY AGREEMENT

This “AGREEMENT” is entered into and effective as of the 1st DAY OF JANUARY, 2026 (the “EFFECTIVE DATE”) by and between CIP ENGLISH (Clark Institute of the Philippines, Inc.) a corporation duly organized and existing under the laws of Philippines (hereinafter referred to as “CIP”) and DEOW JAPAN, a corporation duly organized and existing under the laws of JAPAN (hereinafter referred to as “Agent”)

PREAMBLE

WHEREAS, the school is operating a training center for English language targeting non-residents of the Philippines, including residents of ADDRESS (hereinafter collectively referred to as “TERRITORY”) who desire to learn English;

WHEREAS, marketing the school’s service towards potential students and securing sufficient number of students from the Territory are essential to the continued success of the school;

WHEREAS, the school also requires various other assistance from the Territory, including but not limited to handling inquiries from interested or potential students and collections of tuitions within the Territory;

NOW, THEREFORE, for and in consideration of the foregoing premises and mutual covenants herein contained, the parties agree as follows:

ARTICLE 1. PURPOSE

During the term of this Agreement and upon the terms and conditions set forth herein, the school appoints the Agent as its B+ CLASS AGENT (COMMISSION 30%) to solicit customers for the sale of the school’s services (as defined in Article 3) throughout JAPAN region (the “TERRITORY”), and the Agent accepts such appointment and agrees to conduct such activities in accordance with the terms and provisions of this Agreement.

ARTICLE 2. AGENT’S AUTHORITY

The Agent's authority hereunder shall be to solicit customers within the Territory on behalf of the school provided, that all such potential customers shall be subject to acceptance by the school as provided in Article 6 hereof.

ARTICLE 3. SERVICES

The services required by the school of the Agent are to assist and sell to potential customers in the Territory the school's English tutorial services, which include room and board that the school provides at its Study-English abroad school and dormitory facilities located in the Philippines (hereinafter referred to as the “Service s”).

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ARTICLE 4. AGENT'S OBLIGATIONS

During the term of this Agreement, the Agent shall diligently promote sales of the Services in the Territory and shall:

1. Endeavor to sell, display and advertise the Services efficiently and regularly. And the school's information shall be displayed on the agent's website and regularly updated;
2. Maintain appropriate office(s) at its own expenses to sell the Services in the Territory;
3. Maintain in the Territory an adequately trained sales force knowledgeable of the Services as it is reasonably necessary to perform its obligations hereunder;
4. Bear all the costs associated with advertising the Services (Internet advertising, catalogs, posters, flyers, direct mail, etc.), except in the case where CIP agrees to bear such advertising costs based on advance consultation(s);
5. **MUST NOT CHANGE THE CONTENTS OF THE SERVICES WITHOUT CIP'S WRITTEN CONSENT;**
6. Must provide the following materials to the registered students- **ORIENTATION FOR NEW STUDENTS, PENALTY AND REFUND POLICY, IELTS GUARANTEE GUIDELINES, FAMILY AND JUNIOR GUIDELINES, AND OTHER RELEVANT DOCUMENTS**, ensuring that students familiarize themselves with and agree to them before their arrival at the school.
7. If a student suffers damage due to providing incorrect information (e.g., incorrect details about tuition and local fees), the agent is responsible.
8. Similarly, if the agent fails to follow the tuition discount guidelines set by the school, and both the school and the student suffer as a result, the agent is responsible.

ARTICLE 5. SCHOOL'S OBLIGATIONS

At all times during the term of this Agreement, CIP shall support marketing of the Services in the Territory by:

1. Providing the Agent with necessary manuals and other documents and data for the sale of the Services;
2. The school is responsible for any damages or losses caused to students due to insufficient services provided and must resolve the issue according to the Agent's instructions, covering all related costs. However, the school is not responsible in cases of government emergency measures, natural disasters, or similar events;
3. The school will not disclose the Agent's commissions or any other information related to its profits to the students;
4. The school will issue a certificate to the Agent confirming it as an authorized sales agent in the Territory. Additionally, the school should make efforts to inform potential students by listing the Agent as a **'COOPERATIVE & PARTNER AGENT'**.

ARTICLE 6. APPLICATION

1. The school shall make every effort to provide the quantity of Services requested by the Agent. However, the school reserves the right to reject some of the applications from the Agent.
2. Even after the school has accepted the applications from the Agent, the school may withhold the provision of Services if the Agent has not paid the agreed fees in full or if the Agent's credit conditions deteriorate.
3. The school allows only one (1) chance to change the start date or shorten the service period for free, provided that the school is notified at least 30 days before the service starts.

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ARTICLE 7. CHANGES TO THE SERVICES

1. The school may change the contents of the curriculum, the price of the Services, and other aspects as it deems necessary. However, applications from the Agent that the school has already accepted prior to such changes shall not be affected.
2. Any changes to the Services must be communicated to the Agent by email or other written means at least 30 days prior to the effective date. If the school fails to notify the Agent on time, the Agent will be entitled to a 30-day grace period from the date of notification, and the changes will only take effect after this period.

ARTICLE 8. PAYMENT, CANCELTION, HOLD

1. The Agent must transfer the Net Price (as defined in Article 11 hereinafter) for the Services to the bank account designated by CIP at the latest **14 DAYS PRIOR** to the start of the Services.
2. Cancellation before Enrollment
 - Full refund except for the registration fee.
 - However, a **CANCELTION FEE OF \$200** will be charged for sudden cancellations between 1 and 14 days before the school's Enrollment date. (The same applies to cancellations after changing the enrollment date.)
 - For cancellation of FAMILY OR ENGLISH CAMP, **THE PAID DEPOSIT IS NON-REFUNDABLE.**
3. Cancellation/Refund after Enrollment

Less than 50% of the total study period completed	Progress of 50% or more of the total study period.	If there are 4 weeks or less remaining
<p>A REFUND OF 50% OF THE REMAINING PERIOD will be given. In addition, the entire amount of the admission fee and promotional discounts will be deducted.</p>	<p>NO REFUND</p>	

- **UPON REFUND, THE ENTIRE ADMISSION FEE AND APPLIED PROMOTION WILL BE DEDUCTED.**
- Local fee will be fully refunded for the remaining period. However, immigration fees that have already been paid are non-refundable.
- In the event of health reasons or the death of an immediate family member, 60% of the remaining study period will be refunded (proof of documentation required).

ARTICLES 9. CLASS SUSPENSION (HOLD SERVICE)

In case of returning home early due to personal reasons, the student can use the remaining period by re-enrolling at a later date. Hold applicants are subject to the following regulations:

- The study period for this service **MUST BE 3 WEEKS OR MORE.**
- Applicants must re-enroll within one year.
- Refund requests are not allowed after hold service.
- Cannot be transferred to family or others.

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ARTICLES 10. NATURAL DISASTER, SUDDEN PUBLIC HOLIDAYS

1. In the event that normal school operations are not possible due to natural disasters such as pandemics or earthquakes, students may re-enroll later **WITHOUT A REFUND FOR THE REMAINING PERIOD**. Students may re-enroll within 2 years from the time school services reopen, and tuition increases will not apply.
2. The Philippine government sometimes announces unscheduled holidays. In these cases, the school provide make-up classes, but on some days, classes may not be held due to circumstances. **WE DO NOT REFUND FOR THESE SUDDEN HOLIDAYS.**

ARTICLE 11. AGENT COMMISSION RATING RULES

FLEXIBLE COMMISSION RATE: COMMISSIONS CHANGE ACCORDING TO THE NUMBER OF REGISTRATIONS. IF AN AGENT DOES NOT MEET A CERTAIN REQUIREMENT (CERTAIN LEVEL OF REGISTRATION) THE END OF DECEMBER, THE AGENT’S COMMISSION FOR THE FOLLOWING YEAR WILL BE DOWNGRADED.

Class	Commission	Conditions	Promotion and Demotion
A+	34%	Must meet the special criteria required by the school	
A	32%	Agents with at least 200 weeks of registration per year	Needs to send 200 weeks to maintain in A Class until December 30 th , or will be demoted to B+ Class if not.
B+	30%	Agents with at least 50 weeks of registration per year	Needs to send 50 weeks to maintain in B+ Class until December 30 th , or will be demoted to B Class.
B	28%	Agents with at least 10 weeks of registration per year	If an agent in this class sends 50 weeks, the agent will be immediately upgraded to B+ Class.
C	26%	-	If an agent in this class sends 50 weeks, the agent will be immediately upgraded to B Class.

ARTICLE 12. REMUNERATION

1. To deduct the commission (not including registration fee) of collected tuition and dormitory payment for each student, the Agent refers to the school before paying the net to the school.
2. The school shall provide the price list of the Services to the Agent, which may be adjusted from time to time. The price list shall indicate (i) the recommended retail price to students (hereinafter referred to as “Student Price”) and (ii) the school’s selling price to the Agent (hereinafter referred to as “Net Price”).
3. The Agent shall sell the Services to students on behalf of the school at the Student Price, transfer the Net Price to the school in accordance with Article 8 of this Agreement and keep the balance as its remuneration.
4. **THE AGENT SHALL NOT BE ALLOWED TO SELL SERVICES TO STUDENTS LOWER THAN THE STUDENT PRICE WITHOUT THE APPROVAL OF THE SCHOOL AT ALL TIMES.**
5. In case a student referred to by the Agent wishes to extend his/her lesson period at the school, the school shall collect the Student Price corresponding to the extended period directly from the student and pay

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the difference with the Net Price to the Agent as agent remuneration.

6. All taxes and levies on the Agent's remuneration shall be the responsibility of and on account of the Agent.
7. In the event of an incorrect invoice or error on the part of the school, the school reserves the right to amend or correct the invoice, even after confirmation but before the student's arrival.

ARTICLE 13. TERMS AND TERMINATION

1. This Agreement shall remain valid from the Effective Date until December 30, 2025
2. This Agreement shall have the right to terminate in the following cases:
 - Violation of our tuition discount policy or other unfair practices. Violations may result in an initial warning, followed by contract termination.
 - If there is no student registration or similar results are shown.
 - Failure to provide student services as an agent, resulting in serious damage to the school's reputation or operations.
 - Continued violation of any provision of this Agreement that requires compliance or performance.
 - In the event of insolvency or similar circumstances.

ARTICLE 14. LIMITS ON DAMAGES

Notwithstanding anything to the contrary in this agreement, neither party shall be liable to the other party for loss of anticipated profits, or for any indirect, special, incidental, consequential or punitive damages arising out of this agreement or the sale of the services.

ARTICLE 15. DISPUTE RESOLUTION

Except for claims resulting from an alleged breach of a party's confidentiality obligations hereunder or infringement of a party's technology or software, any controversy or claim between the parties arising out of or relating to this Agreement which cannot be settled by mutual agreement of the parties in lieu of the institution of legal proceedings by either party shall be submitted to binding arbitration by The Philippine Dispute Resolution Center Inc. (PDRCI).

ARTICLE 16. MISCELLANEOUS

1. Relationship. Nothing in this Agreement shall be construed to render any party the employer or employee of any other party, or a joint venture or member of any other party. No party shall have the right to bind any other party, to exercise control of any other party, or to conduct any other party's business, except as expressly set forth in this Agreement.
2. Force Majeure Provision. No party hereto shall be liable for any delay arising from unanticipated catastrophic circumstances beyond its reasonable control including, but not limited to, acts of God, war, riot or civil commotion, fire, flood, terrorism, drought or act of government ("FORCE MAJEURE EVENTS"); provided, that the party seeking to be excused shall make every reasonable effort to minimize the delay resulting therefrom. Each party shall keep the other parties fully informed of any

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such circumstances.

3. **Governing Law.** This Agreement shall be governed by, construed under, and interpreted in accordance with the laws of the Philippines.

IN WITNESS WHEREOF, the parties hereto have executed this contract in duplicate by placing their signatures and seals thereon, and each party shall keep one of the originals.

CIP ENGLISH (Clark Institute of the Philippines, Inc.,)

Lot 18 & 19, Block 37, Camia Street, Cutcut, Angeles, Pampanga, Philippines 2009

Agent: DEOW JAPAN

Address: _____

CIP ENGLISH

DEOW JAPAN

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