



AGENT CONTRACT

1. PARTIES TO THIS CONTRACT (Contract ID YYYYMM-XX):

BETWEEN Party A

_____(the 'Agent')
_____(Co. Reg. No/NRIC No)
_____(Address/Country)
_____(Telephone)_____(Mobile number)
_____(Email address)

AND Party B

American Center for Education Pte Ltd (the 'ACE')
62227577 (Telephone) 97778192 (Mobile number)
info@ace.edu.sg (Email address)

(Each a "Party" and collectively referred to as the "Parties")

2. Appointment of Agent

ACE hereby appoints the Agent as its non-exclusive agent in the Territory of <Territory> or the marketing and promotion of ACE and its Programs, and for the recruitment of students for enrollment in ACE's study-in-Singapore Programs and study tours in Singapore and any other Programs, new or existing as ACE may designate (collectively the "Programs"), and the Agent agrees to act in that capacity and render such services (the "Services") upon the terms and conditions of this Agreement. This Contract supersedes any previous Agent/Partner Contracts/Agreements between the parties noted above.

3. Term of Appointment

This Agreement comes into force on YYYY-MM-DD and expires on YYYY-MM-DD, subject to the clauses herein. ACE may at its sole option renew this Agreement annually by advising the Agent in writing of its intention to renew.

4. Duties and Responsibilities of Agent

4.1 The Agent shall use the agent's best endeavors to promote ACE and the Programs in the Territory and to secure student applications for the Programs. The Agent shall always carry out the Services in a responsible and ethical manner and to a high standard of quality as may be reasonable for ACE to expect in all the circumstances, and in any event in accordance with generally recognized commercial and/or educational practice and standards. Without prejudice to the generality of the foregoing, the Agent further agrees and undertakes:

- (a) to take all steps to uphold and protect ACE's interests, reputation and goodwill and not do or say or omit to do or say anything that would disparage or prejudice ACE's interest, reputation and/or goodwill.
(b) to perform and carry out the Services in strict compliance with the terms of this Contract and in accordance with the Code of Conduct for Agents and as may from time to time be modified or amended and notified by ACE (hereinafter referred to as the "Code of Conduct") and with all policies, regulations, instructions, and directions of ACE as may from time to time be notified to the Agent by ACE and with the Adverting code.
(c) to use only the brochures, promotional literature and price lists provided by ACE to promote ACE and/or the Programs and not use any other materials except with the prior written approval of ACE.



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- (d) not to make any misrepresentations or false or misleading statements about ACE and/or the Programs.
- 4.2 The Agent agrees to provide the accurate bank account and details to ACE to receive the commission.
- 4.3 The Agent shall additionally use its best endeavors for:
- (a) verifying and ensuring that the student(s) recommended by them to ACE satisfy local requirements for overseas students as well as satisfy the standards and admission requirements set by ACE including the necessary educational requirements of the student(s) for the relevant Programs.
 - (b) ensuring the complete accuracy, originality and truth of the student's information, details, and documentation(s).
 - (c) providing ACE with all information including student **email address, local mobile number/WhatsApp number** which are necessary to enable ACE to follow up on the student(s)' application.
 - (d) providing accurate and complete information to the students on ACE and/or the Programs and on all information relevant and applicable for students for study in Singapore, but shall not make or give any warranties, guarantees, representations or other commitments on behalf of ACE except as stated in the materials provided by ACE or with the prior written approval of ACE; For details of the course programme and fees, the agent shall refer to the marketing brochures and standard price list provided by ACE.
 - (e) assisting students to complete the application form and preparing the relevant documentations required by ACE and making timely submission of all duly completed documentation to ACE for processing by ACE.
 - (f) compliance with all applicable laws, regulations, orders, and any other legal requirements in the Territory about the performance of the Services and the marketing and/or promotion of ACE and/or the sale of the Programs.
 - (g) bringing to the notice and attention of ACE any information and/or feedback received regarding ACE and/or its Programs, including any complaints.
 - (h) upholding the quality, reputation, and standard of ACE and/or its Programs; and
 - (i) generally rendering all such assistance and help as may be reasonably required by ACE and/or the students about the student's application, admission and/or study at ACE in Singapore.
- 4.4 On receipt of ACE's acceptance of a student's application, the Agent is to assist the student(s) to apply for the relevant immigration documents including passport and student visa, provide advice on immigration and departure regulations and requirements, booking of air-tickets, and assisting the student(s) on all relevant and applicable procedures and steps to enable the student(s) to undertake his/her studies in Singapore.
- 4.5 Prior to departure to Singapore, the Agent is required to:
- (a) remind the students to understand and obey ACE's rules and regulations and all the applicable Singapore laws when studying in ACE, and
 - (b) brief students on all applicable charges, fees, and expenses payable when they arrive in Singapore including but not limited to airport transfer fee, accommodation expenses, medical examination fee, registration fee, student pass fee, entry visa, postage charges, etc. (*For details of the non-course fees, please refer to the student contract.*)
- 4.6 The Agent shall inform ACE at least 10 days in advance of the student(s)' dates of arrival at ACE to allow sufficient time for ACE to prepare to receive the students.
- 4.7 For the avoidance of any doubt, the Agent is not authorized to negotiate, commit, cancel, rescind, terminate, vary, conclude, or confirm any application or agreements or student contracts for and on behalf of ACE. All applications received through the Agent, shall be relayed to ACE and subject to ACE's acceptance (or rejection for any reason) and subject to ACE's applicable student contracts.



- 4.8 The Agent is expressly not authorized to use ACE's name or its capacity under this Contract to receive from or collect from any student(s) or any third parties any form of commission, fees, or benefit of value in connection with this Contract and/or the enrolment of any student in any of the Programs.** This Contract is solely for the recruitment by the Agent of students for ACE's Programs and is not meant for any other commercial or collateral purpose(s) by the Agent nor shall it be used by the Agent to collect any commission, fees, or benefit or to enter any business dealings or arrangement with any third parties outside the scope of this Contract. The Agent is further not authorized to incur any liability or obligation, for or on behalf of or in the name of ACE, or to pledge the credit of ACE, without the express prior written approval of ACE.
- 4.9 All course fees from the students/parents are to be paid to ACE by the students/parents directly. At any time, the Agent is expressly not authorized and not allowed to handle or collect any course fees from the students/parents.**
- 4.10 If the Agent has the need to charge the student the service fee, the Agent shall make it clear and seek for the written agreement from the students/parents. ACE recommends that the service fee payable to the Agent by the students for the Agent's service shall not exceed SGD 1000.
- 4.11 In the event an Agent is found to have violated or in any way breached any of the provisions in this clause 4 or any of the provisions in this Contract or any of the terms of the Code of Conduct, in addition to any other recourse and rights ACE has or may have against the Agent under this Contract and/or in law, and does not rectify within 30 days after receiving notice of ACE, ACE may terminate this Contract and pay no compensation for early termination. ACE shall not at any time be liable to the Agent and/or any third party for any debt or liability or legal costs arising from any unauthorized act of the Agent.
- 4.12 The Agent shall indemnify and hold harmless ACE, its officers, employees, directors, servants and/or agents from and against any and all loss, expense, damage or any liability whatsoever suffered or incurred by ACE, its officers, employees, directors, servants and/or agents including legal costs and expenses on an indemnity basis as a result of, in connection with, or in relation to (i) any failure by the Agent to comply with any provision of this Contract or the Code of Conduct, or any breach of the duties and responsibilities by the Agent in this Contract or (ii) any claim made against ACE by any third party arising from any act, omission or misrepresentation made or unfair practices by the Agent. This Clause shall survive the termination of this Contract. ACE shall be entitled to set-off all commission or sums payable to the Agent under this Contract against all sums, damages, costs and/or expenses due hereunder or by virtue of this Contract by the Agent.
- 4.13 Where the Agent is an individual, it is expressly agreed that the Agent is not an employee of ACE but an independent contractor. In any event, nothing in this Contract shall create a partnership, joint venture or agency or employer-employee relationship between ACE and the Agent.
- 4.14 The Agent agrees that in the cases of student withdrawal from the course, or completes the course, or ceases the study, if the agent failed to persuade the students to continue the study with the school while the school persuaded the student to continue the study. The agent will not claim for the commission from this continued study.
- 4.15 If the Agent breaches the contract or the student has the evidence to show that the Agent's services does not meet the standard requirements or damages the interest/benefit of the student, the Agent agrees that the student's course fee commission will not be entitled to the Agent and the school has the right to take over the student from the agent to follow up with the services. To protect the students, if the student has successfully submitted the application form to the school, the school has the right to contact the student directly to arrange the schedule for the student and manage the student.
- 5. ACE's Rights and Responsibilities**
- 5.1 For the avoidance of any doubt, ACE shall be entitled to sell or distribute its Programs (including the Programs) directly and/or indirectly to the students and any other parties in the Territory and/or



to appoint any other agents in the Territory. ACE shall not be under any obligation to continue the supply of all or any of its courses or Programs (including the Programs) and shall be entitled at any time to make such alterations to the specifications of any of these Programs as it may think fit.

- 5.2 ACE shall from time to time provide the Agent with updated marketing brochures and price lists or any information relating to the Programs.
- 5.3 Matters which ACE shall assist the Agent in are:
- Checking on the prospective student's suitability for the Programme and informing the Agent on placement / outcome of application.
 - Submitting documentation of successful applicants (which shall be duly completed by the applicants) to the Singapore Immigration and Checkpoints Authority for approval and conveying the approval therefore (and documentation pertaining to such approval) in a timely manner to the Agent. In this connection, the Agent shall upon receipt of notification of the approval from the Singapore Immigration and Checkpoints Authority of the student's Student Pass immediately arrange for the student to remit and pay the full sum of the tuition and non-tuition fees payable to ACE's designated account. Only after this, will the entry permit and Student Pass be transmitted by ACE to the Agent.
 - Informing the Agent on the student's arrival in Singapore and the issue of student's pass to the student.
 - brief students on the ACE's rules and regulations and on all applicable Singapore laws and on the need for student(s) to adhere to the same.
 - Arrange for ACE's Students' Union to have an orientation to welcome the new students to Singapore; and
 - Providing such help and assistance to the students whilst they are in Singapore as may be reasonably expected of ACE.
- 5.4 ACE reserves their right to conduct audits, visits and/or inspections on the Agent in the Territory (including requiring the Agent to furnish to ACE all marketing materials or strategies or such documents as may be required by ACE), which the Agent shall be obliged to cooperate and furnish, to ensure compliance by the Agent with this Agreement, the Code of Conduct and/or the policies set by ACE.

6. Payment

6.1 For every student that has been recommended by the Agent, and who has been duly accepted by ACE, and whose Student Pass has been duly approved by the relevant authorities to undertake the Programs at ACE and successfully enrolled to ACE with the entire course fee paid to ACE, the Agent will be entitled to receive a commission from ACE. **The following rate applies to the tuition fees (not including the examination/admin/insurance/material/BG fee, FPS/GST) of the first year of the Programs.**

- Within each quarter, the commission rate is **20%** for **1st to 6th** fully paid students.
- Within each quarter, the commission rate is **25%** for **7th to 10th** fully paid students.
- Within each quarter, the commission rate is **30%** for **11st onwards** fully paid students.

The commission will be paid within 2 weeks after the cooling period (7 days after the signing of the contract) and the starting of course and course fee payment date whichever is the latest. No commission will be given if the student has not cleared the entire course fees. The calculation of recruited number of each quarter is based on the student's actual intake dates.

If the student's Security Bond (banker guarantee) has been forfeited by ICA or the student refunded the course fees, the agent shall return the commission amount (being paid by ACE) back to ACE within 2 weeks from such case being updated to the agent.

6.2 The aforesaid commission shall be payable by ACE to the Agent only upon ACE receiving payment in full which are due and payable by the student to ACE in relation to the Program. For course fee installment arrangement, upon the official agreement from ACE, the commission could be paid based on the course fee installment amount percentage. The full amount of third-party



fees (such as GST and so on) shall be deducted from the first partial course fee payment and the remaining amount will be used to calculate for the first commission payment.

- 6.3 Unless otherwise informed in writing by ACE, all payments shall be made in SGD (S\$) dollars.
- 6.4 ACE shall not pay the Agent any further sums of monies for disbursements and expenses incurred by the Agent in performing the Services save for such disbursements and expenses that have been approved in writing by ACE prior to their incurrence.
- 6.5 If a student wants a refund of course fees from school and when it has been determined that the student is eligible to receive such refund, the agent is responsible to return the relevant commission to ACE according to the course fee refund percentage within 5 working days.
- 6.6 The Agent shall be responsible for all personal income taxes, duties, levies, assessments, fees and other taxes (if any) payable by the Agent in carrying out the Services. If ACE receives a request from any relevant tax authorities to withhold payments from the Agent, the Agent hereby authorizes ACE to comply with the terms of the said request.
- 6.7 In the event the student subsequently terminates or withdraws from the Programme within the first year, the commission amount shall be correspondingly and proportionately reduced according to the amount of the Tuition Fee refunded or to be refunded to the student. For students continuing with other courses or Programs, the Agent will still be entitled to the same commission as stated in clause 6.1 for the new course or programme.

7. ACE's Name and Trademarks

- 7.1 ACE grants to the Agent the right to use ACE's name, logos, trademarks, and service marks (collectively "**Trademarks**"), solely for the marketing and promotion of ACE and the Programs in the Territory. Save as aforesaid, nothing in this Agreement shall give the Agent any rights in respect of any of the Trademarks or of the goodwill associated with them, and the Agent acknowledges that, except as expressly provided in this Agreement, all such rights and goodwill are, and shall remain, vested in ACE.
- 7.2 The Agent shall, as soon as it becomes aware thereof, give to ACE notice in writing with full particulars of any use or proposed use by any other person anywhere in the Territory of any action which amounts or might amount to an actual, threatened, or suspected infringement or violation of any of the Trademarks or the goodwill and reputation of ACE. The Agent agrees to render such cooperation and assistance to ACE as ACE may reasonably request to investigate such actual, threatened, or suspected infringement or to take any action against the same.

8. Confidentiality

- 8.1 Each Party hereby acknowledges, agrees and undertakes the confidential nature of all information and documents supplied, entrusted or made available to the Party ("Receiving Party") by the other party ("Disclosing Party"), including without limitation these terms and conditions, the affairs, operations and dealings, information and documents concerning any person, company, agent, governmental department or authority with whom Disclosing Party may have dealings, and information and documents obtained by the Receiving Party from any person, student or Disclosing Party in the course of performing the Services which by their nature, or by the circumstances of their disclosure are or could reasonably be expected to be regarded as confidential (hereinafter called the "**Confidential Information**").
- 8.2 The Receiving Party hereby agrees and undertakes:
- to hold in strictest confidence the Confidential information.
 - not to use the Confidential Information for any purpose other than for the purposes of the Services.
 - not to disclose to any party, whether a person, a firm, or a corporation, any or all the Confidential Information, without the prior written consent of Disclosing Party.
 - to take all steps to prevent any reproduction, duplication and/or copying of the Confidential Information by any person.



- (e) to surrender and return all or any of the Confidential Information and any notes, memoranda or the like including any copies thereof to Disclosing Party on its written demand or the termination of this Agreement.
 - (f) to acknowledge that the Confidential Information and all rights therein are and shall remain the sole and exclusive property of Disclosing Party; and
 - (g) not to make or publish any news releases or make any announcements or denial or confirmation in any medium concerning this Agreement or any part of the Services, in any manner, advertise or publish the same in the medium, without the prior written consent of the Disclosing Party.
- 8.3 The Agent hereby further agrees and undertakes:
- (a) The agent is strictly not allowed to transfer ACE’s existing students to other schools directly or indirectly. It is a serious offense to do so.
 - (b) If the students are recruited through ACE’s direct recruitment channels or ACE’s own agents, the agent is strictly not allowed to misrepresent such sales amount into his/her own sales amount. It is a serious offense to do so.
 - (c) The agent is not allowed to bring any negative impact to ACE’s direct recruitment channels or ACE’s own agents.
 - (d) Any sub-agents working with the Agent must sign an agent contract directly with ACE.
 - (e) The agent is strictly not allowed to use ACE network (including other ACE agents and ACE marketing staff) for the agent’s own business interests outside of the agent’s relationship with ACE. For example, the agent is strictly not allowed to use ACE network, other ACE agents, or ACE marketing staff to recruit students for other schools, or to promote other schools.
 - (f) The agent is strictly not allowed to sign any agreements/contracts on behalf of ACE directly or indirectly with any other individuals or organizations/companies.
 - (g) After the termination of this contract, the relationships between the sub-agents/channels (brought by the Agent) and ACE shall remain unchanged.
- 8.4 The Receiving Party acknowledges that if he should violate the provisions of this Clause 8, the Disclosing Party will suffer immediate and irrevocable harm for which monetary damages would not be adequate remedy. Accordingly, the Receiving Party agrees that if he breaches or threatens to breach this Agreement, the Disclosing Party shall be entitled to the issuance in any appropriate jurisdiction of a restraining order, whether a temporary and/or permanent injunction, without security, restraining and enjoining the said breach or violation by him or any other person or entity which may be acting in concert with him of the obligations under this Clause 8.
- 8.5 The Agent agrees to ACE collecting and storing certain “personal information” about the Agent, such as: name, any registered business details, and contact details and bank details. This information is collected to enable ACE to maintain a working relationship for the purposes of this Agreement and possible future engagements. This information also allows ACE, where relevant, to credit the Agent for work completed, prepare contracts, and make payments.
- 8.6 The obligations under this Clause 8 shall continue without any limit in time even after the expiration or termination of this Agreement.
- 9. Termination**
- 9.1 Either Party may terminate this Agreement at any time by giving to the other Party two (2) months’ written notice.
- 9.2 ACE shall be entitled forthwith to terminate this Agreement by written notice to the Agent if the Agent is found to have breached any of its duties or responsibilities stipulated in this Agreement or in the Code of Conduct or is found to have made any misrepresentations or false statements, fraudulent or otherwise, to students or any third parties, and does not rectify within 30 days after receiving notice of ACE. The rights to terminate this Agreement given by this Clause shall be without prejudice to any other right(s) or remedy of ACE in respect of the breach(es) concerned (if any) or any other breach.
- 9.3 Upon the termination of this Agreement for any reason:



- (a) the Agent shall immediately cease to promote or market ACE and/or Programs or represent ACE in any way and shall within 5 working days from termination, remove all references to ACE and/or the Programs from all its marketing collaterals including its website.
- (b) the Agent shall at the agent's own expense within 3 days return to ACE or otherwise dispose of in accordance with the directions of ACE all relevant documents pertaining to this partnership including all documents including all marketing, promotional or sales material relating to the Programs or ACE in the possession of the Agent, and
- (c) subject as otherwise provided herein and to any rights or obligations which have accrued prior to termination, neither Party shall have any further obligations to the other under this Agreement.
- (d) The entitled commission will be stopped, and the relevant students shall be taken care of the school and the agent agrees to not transfer out the relevant students because of the termination of agent contract.

10. Agent's Report

Without prejudice to the general duties and obligations of the Agent, the Agent is to provide to ACE:

- (a) Summary of recruitment status.
- (b) With updates or reports, in such form as ACE may reasonably require, of responses or sales of the Programs, or such other information as ACE may reasonably require, and
- (c) at the request of ACE provide to it copies of all such marketing or promotional materials, sales aids used by the Agent in relation to ACE and/or Programs (all of which is to be used only upon the prior approval of ACE having been obtained).

11. Warranties

Each party represents and warrants to the other party as follows:

- (a) it has the power to enter, exercise its rights, and perform and comply with his obligations under this Agreement.
- (b) the performance of the obligations under this Agreement does not and will not contravene or constitute a default under any applicable laws, regulations or orders in the Territory or any provision contained in any contract, deed, or license by which it is bound or affected or to which it is a party.
- (c) its obligations under this Agreement are valid, binding, and enforceable in accordance with their terms; and
- (d) no litigation, arbitration or administrative proceedings is current, pending or threatened, so far as the party is aware:
 - (i) to restrain the entry into, exercise of its rights, or the performance or enforcement of or compliance with its obligations under this Agreement; or
 - (ii) to have a material adverse effect on any such obligation.

12. Notification

All notices, demands or other communications required or permitted to be given or made hereunder shall be in writing and delivered personally or sent by prepaid registered post or by fax addressed to the intended recipient thereof at its address or fax number set out in on the front page of this Agreement (or to such other address or fax number as any Party may from time to time notify the other Party). Any such notice, demand or communication shall be deemed to have been duly served on and received by the addressee:

- (a) if delivered by hand, at the time of delivery.
- (b) if sent by prepaid registered post, within 5 days of dispatch, or
- (c) if transmitted by way of fax, at the time of transmission.

In proving the giving of a notice or any other document, it shall be sufficient to show:

- (i) in the case of registered post, that the notice or other document was contained in an envelope which was duly addressed and posted; or
- (ii) in the case of fax that the fax transmission was duly transmitted from the dispatching terminal as evidence by a transmission report generated by the transmitting equipment.



For any change of address, telephone, fax, or email, either party must notify the other in writing of the change within 48 hours of such change.

13. General

- 13.1 This Agreement shall be governed by and construed in all respects in accordance with the laws of Singapore, and subject to the terms hereinafter stated each Party hereby submits to the exclusive jurisdiction of the Singapore courts.
- 13.2 The original valid contract shall carry the original signature from ACE Managing Director (or the relevant authorized ACE top management) and the originally chopped ACE company stamp.
- 13.3 Prior to issuance of any legal proceedings in the Singapore courts, Parties are to adopt conciliatory measures to resolve any dispute or problems arising out of this Agreement. In the event of any dispute or claim, Parties shall first attempt to meet to resolve the dispute amicably and to make proposals to resolve their disputes amicably. In the event Parties cannot resolve a dispute on the own within 21 days from notice of the dispute, the dispute shall be referred for mediation at the CASE Mediation Centre in Singapore or such other appropriate mediation centers in Singapore as the Parties may agree, for the matter to be resolved. Mediation shall be conducted in English. Both Parties shall appoint a representative to appear before Case Mediation Centre for settlement of the dispute and both Parties agree to be bound by the final decision of the Case Mediation Centre.
- 13.4 ACE shall be entitled, with written notice to the Agent, to assign and transfer its rights and obligations under this Agreement to such entity as it deems appropriate. The Agent agrees to accept the undertaking of such entity in respect of the performance of any of the obligations of ACE under this Agreement in substitution of ACE. Otherwise, the agent could proceed with the standard termination procedure.
- 13.5 This Agreement is personal to the Agent, which may not without the written consent of ACE assign or dispose of any of its rights hereunder, or sub-contract or sub-license or otherwise delegate any of its obligations hereunder.
- 13.6 This Agreement contains the entire agreement between the Parties with respect to the subject matter hereof, supersedes all previous agreements and understandings between the Parties with respect thereto, and may not be modified except by an instrument in writing signed by the duly authorized representatives of the Parties.
- 13.7 If any provision of this Agreement is held by any court or other competent authority to be void or unenforceable in whole or part, this Agreement shall continue to be valid as to the other provisions thereof and the remainder of the affected provision.
- 13.8 No delay or omission by ACE in exercising any right or remedy under these terms and conditions shall be considered a waiver of such right or remedy and no waiver shall be effective unless in writing. The right of ACE to require strict performance and observance of any obligation hereunder shall not be affected in any way by any previous waiver, forbearance, or course of dealing.
- 13.9 The rights and remedies in this Agreement are cumulative and not exclusive of any other rights or remedies (whether provided by law or otherwise).
- 13.10 A person who is not a party to these terms and conditions shall have no right under the Contracts (Rights of Third Parties) Act (Cap. 53B) or any other law of the Territory conferring rights to third parties to enforce any of its terms.
- 13.11 This Agreement is signed in duplicate in the English Language. Both Parties are to retain each a signed copy.



13.12 This Agreement may be signed in any number of counterparts, all of which taken together shall constitute one and the same document. Any Party may enter into this Agreement by signing any such counterpart.

14. CODE OF CONDUCT FOR AGENTS

14.1 Agents must not contravene any expectation stated in the contract.

14.2 Agents must not engage in any unethical practices, such as making claims, warranties, representations, or statements which may be false, untrue, ambiguous, misleading, inaccurate, or fraudulent.

14.3 Agents must be aware of the relevant Singapore laws and the regulations of any government agency and these laws and regulations will be notified by ACE. Agents must not violate these laws and regulations. Agents shall always ensure compliance with all applicable laws, regulations, orders and any other legal requirements of the territory as regards the performance of the services and the marketing and/or promotion of ACE.

14.4 Agents must exercise prudence and conscientiousness while diligently endeavoring to recruit students who will enroll in the educational program(s) offered by ACE.

14.5 Agents must apply principles of fair trading when recruiting students and must not engage in high-pressure sales, “bait and switch” advertising, or similar unfair practices.

14.6 Agents must not be negligent, careless, or incompetent, such that they compromise the integrity of ACE and Singapore’s reputation.

14.7 Agents shall promote themselves and ACE fairly and provide honest, accurate and complete information about the agent, the student and ACE. Agents must deliver all the essential accurate and non-misleading information required by ACE to all prospective students and use in their marketing activities only those marketing materials which are issued by ACE.

14.8 Agents must follow ACE procedures to clarify any doubts and any other information deemed necessary by ACE.

14.9 Agents must attend the training sessions provided by ACE for the pre-course counseling.

14.10 Agents should advertise the recruitment information, and schedule, promote, and organize seminars, and participate in student fairs, exhibitions, and events, to select and recruit students for ACE.

14.11 Agents must attend to enquiries from students on application and registration matters, assist students in the preparation of notarized documents (if necessary) and other required documents, and promptly provide the applicants’ information and documents to ACE. It is the duty of the Agent to inspect and verify the originality of certificates and records relating to the educational background of each student and prospective student, verify student entry pre-requisites as determined by ACE, and gather, verify, and provide to ACE any other information regarding the students and prospective students, as and when requested by ACE.

14.12 Agents must ensure that students understand the relationship between ACE and the Agent, and that no misrepresentation is made to any students. The Agent shall be held liable for any misrepresentation made to students.

14.13 Agents should remind the students to pay for their registration fees, course fees, and other related fees, per ACE’s fees schedule. All fees should be paid by each student directly into ACE’s Accounts as stated in the relevant documents. Agents must not collect any money from the students under any circumstances other than the fee or commission specified in the Agreement.



- 14.14 Agents must promptly deliver to students their approval letters and entry visas (if applicable) and assists the students to report to ACE at the appointed time.
- 14.15 Agents must ensure that the students understand and accept the terms and conditions of application imposed by ACE, particularly ACE’s refund and transfer policies indicated in the standard student contract and ensure that the students sign the standard student contract.
- 14.16 Agents must always conduct themselves with integrity and in a manner that will reflect positively on the image and reputation of ACE as reliable providers of quality education and training.
- 14.17 Agents shall always carry out the Services in a professional, responsible, and ethical manner and should not do anything that might disparage or prejudice ACE’s interests, reputation and/or goodwill.
- 14.18 Agents shall ensure that he / she is not bankrupt and is not involved in any criminal activities and the organization (if applicable) is also not involved in any illegal activities. The bankruptcy and criminal activities will make the contract invalid automatically and immediately.
- 14.19 Agents shall always ensure that he / she is permitted by the relevant authorities (such as the CPE in Singapore or relevant government bodies in other counties) to carry the student recruitment activities. The agent contract shall be considered invalid automatically without official notice to the agent if the relevant authorities do not allow the agent to carry out the student recruitment activities.
- 14.20 Agents shall achieve the yearly average score of **4.30** or above in the student satisfaction survey on experience with agents and shall recruit minimum **10** students per year.

For and on behalf of Party A: _____

Name	Position (if any)	Stamp (if any)
American Center for Education		
Date (YYYY-MM-DD)	Signature	

For and on behalf of Party B: American Center for Education Pte Ltd

Name	Position	ACE Stamp
Date (YYYY-MM-DD)	Signature	