

EDUKICK SALES REPRESENTATIVE AGREEMENT



This Sales Representative Agreement (“Agreement”) is made and entered into as of **?????**, by and between EDUKICK, INC., a Canadian corporation (“EduKick”) and **“?????”** with reference to the following facts and circumstances:

RECITALS

A. EduKick is in the business of organizing and administering language and culture academic year soccer (sport) boarding schools and language immersion summer soccer (sports) camps in locations throughout the world (the “EduKick Programs”);

B. Representative is an Individual and

C. Subject to the terms and conditions contained in this Agreement, EduKick and Representative desire to enter into an arrangement whereby Representative will have the right to publicize, market and promote the EduKick Programs in the following countries: Any; and Representative will be entitled to compensation for enrolling participants in the EduKick Programs.

NOW, THEREFORE, in consideration of the mutual covenants, representations, and warranties contained in this Agreement, the parties agree as follows:

ARTICLE I SALES REPRESENTATIVE RELATIONSHIP

1.1 Appointment. EduKick appoints Representative, and Representative accepts the appointment, to act as EduKick's sales representative in any country (the "Territory") to publicize, market and promote the EduKick Programs.

1.2 Relationship of the Parties. Each of the parties is and will remain an independent contractor, and nothing contained in this Agreement is to be construed to constitute either party as a partner, agent, or employee of the other. The authority of Representative is limited to the marketing, promotion, solicitation and enrollment of participants in the EduKick Programs and the performance of other functions as set forth in this Agreement. Representative shall not hold itself out to third parties as a partner, agent, or employee of EduKick. Neither party has authority to make any agreement or incur any liability on behalf of the other party, nor is either party liable for any acts, omissions to act, contracts, commitments, promises, or representations made by the other, except as specifically authorized in this Agreement or as the parties may otherwise agree in writing.

ARTICLE II
DUTIES AND RESPONSIBILITIES OF REPRESENTATIVE

2.1 Sales Duties and Responsibilities. Representative shall actively publicize, market and promote the EduKick Programs in the Territory. Representative's duties shall include:

- (a) Identification and solicitation of potential participants;
- (b) Publication and promotion of the EduKick Programs;
- (c) Investigation of inquiries received by EduKick and referred to Representative;
- (d) Introductions to, and arranging meetings with, potential participants and/or business contacts within the Territory;
- (e) Assistance to EduKick in the preparation and submission of presentations concerning the EduKick Programs, at the times and in the manner reasonably requested by EduKick;
- (f) Assistance to EduKick in promotion of the EduKick Programs, including arranging for and coordinating with participants and potential participants sales demonstrations by EduKick;
- (g) Serving as a contact and liaison with government officials and providing assistance in obtaining necessary licenses, permits, and authorizations necessary for the EduKick Programs;
- (h) Advice and assistance in complying with the laws, regulations, business, customs, and practices in effect in the Territory;
- (i) Logistical and support services in the Territory, including assistance to EduKick in arranging and providing for lodging, office space, translation, transportation, and communications facilities and related support activities;
- (j) Recommendations concerning local businesses that might be of assistance with the EduKick Programs; and
- (k) Other assistance as EduKick may from time to time reasonably request.

2.2 Reports. Representative shall make periodic reports to EduKick, as reasonably requested, with respect to enrollment and potential enrollment in the EduKick Programs.

2.3 Representations. In performing its obligations under this Agreement, Representative agrees not to make any representations or give any warranties or guarantees to any person with respect to the EduKick Programs or related services, other than those representations, warranties, or guarantees that EduKick has specifically authorized in writing.

2.4 Control of EduKick Programs. EduKick may from time to time consult with Representative as to market conditions, but EduKick retains the sole right to establish and has exclusive control over all prices, discounts, allowances, refunds, content and other terms governing the EduKick Programs. Representative agrees that it will quote to

participants only the prices and terms for the EduKick Programs from time to time provided to Representative by EduKick, and will in no event alter or change the prices or terms unless authorized otherwise by EduKick in writing. Prices and terms of the EduKick Programs quoted by EduKick are subject to change by EduKick at any time, without advance notice. EduKick reserves the exclusive right to grant or not to grant to any participant any discount or allowance or to make a refund as EduKick in its sole discretion deems advisable. However, prior to any change in prices or terms of the EduKick Programs, EduKick will consult with Representative whenever feasible.

2.5 Indemnification. Representative and EduKick agree that each is solely responsible for the performance of its duties, and each agrees to indemnify the other and hold the other harmless for its actions, and to defend the other and its agents and employees from and against any claim, demand, cause of action, damage, loss, cost, or expense arising from or in connection with its actions or failures to act. Neither party may take any action that would have the effect of causing the other to be in violation of any laws, decrees, rules, or regulations in effect in the territory.

ARTICLE III ENROLLMENT

3.1 Enrollment within Territory. The scope of this Agreement includes enrollment for all EduKick Programs received by EduKick through or from the Representative from participants residing within the Territory.

3.2 Enrollment Disclosure. Each enrollment placed with EduKick by or through Representative must disclose the name of the participant, the EduKick Program selected, and the price quoted for enrollment. Representative will forward all enrollments to EduKick at the location and in the manner directed in writing by EduKick from time to time. EduKick reserves the right to accept, reject, modify, or cancel, in whole or in part, any or all enrollments received or accepted for the EduKick Programs.

3.3 Invoices. All enrollments must be taken and contracts executed in the name of EduKick, which will invoice participants and carry accounts in its own name as creditor, except in cases where a different procedure is agreed upon in advance in writing. Upon reasonable request, EduKick will furnish Representative with a copy of EduKick's enrollment list for any EduKick Program in which a participant located by Representative is participating.

3.4 Modification or Cancellation of Enrollment. Notwithstanding EduKick's acceptance of an enrollment, EduKick has the absolute right to modify or cancel or to consent to a participant's modification or cancellation of the enrollment at any time, for any reason. EduKick is not liable to Representative for any cancellation or modification by participant or EduKick concerning any EduKick Program.

ARTICLE IV COMMISSIONS

4.1 Rate. For services rendered by Representative in accordance with this Agreement, EduKick will pay Representative a commission based upon the EduKick Program enrollment fee, at the rate or rates set forth in Schedule A attached to this Agreement.

4.2 Payment; Modification. Unless otherwise agreed by the parties, commissions are deemed earned and are payable ten (10) business days prior to the start of the EduKick Program enrolled in by the participant. In the event of nonpayment, reduced payment, or refund of the program fee, for any reason, Representative's commission shall be adjusted accordingly on a pro rate basis with respect to the unpaid amount and Representative agrees to relinquish and waive any claims against EduKick for the full commission in all such instances.

4.3 Currency; No Assignment. The payment of commissions will be made in U.S. Dollars or any other mutually agreed currency, and will be made by check or bank transfer to the order of Representative or by any other means as the parties may agree. No payment of commissions may be made to any person, firm, or corporation other than Representative, except pursuant to a written assignment by Representative approved in advance, in writing, by EduKick.

4.4 Substitutions and Credits. No commission will be paid with respect to enrollments provided by EduKick as substitute for enrollments for previously cancelled programs or for credits issued by EduKick for any reason.

4.5 Commissions Upon Termination. Except as stated in Paragraph 5.5, following termination of this Agreement, EduKick will pay Representative commissions on enrollments accepted on or before the date of termination. No commissions will be paid with respect to enrollments accepted after the termination date.

4.6 Expenses. Representative is responsible for all expenses incurred by Representative in connection with the implementation and performance of Representative's duties and obligations under this Agreement, including but not limited to (i) salaries for its personnel; (ii) costs and expenses associated with establishing and maintaining its sales organization and offices; (iii) advertising and promotion expenses; and (iv) any and all taxes, duties, tariffs, or charges that may be imposed on Representative in the Territory.

ARTICLE V COMPLIANCE WITH LAW

5.1 No Illegal Acts. In rendering services and in carrying out its other duties under this Agreement, Representative will neither undertake nor cause or permit to be undertaken any activity which to Representative's knowledge is illegal under the laws of the Territory of Canada.

5.2 Payment of Commissions. Representative covenants and warrants to EduKick that any fees or commissions paid to or to be paid to Representative under this Agreement are for Representative's own account, and that except as appropriate to carry out Representative's duties set forth in this Agreement in a legal manner, Representative has not, has no obligation to, and will not, directly or indirectly, give, offer, pay, promise to pay, or authorize the payment of money or thing of value to any other person in connection with the transactions for which commissions under this Agreement are to be paid. Representative agrees not to take any actions that would cause EduKick to violate the Foreign Corrupt Practices Act. Representative further agrees and warrants that no officer, director, employee, or agent of Representative is an "official" of the government of any country within the Territory nor will Representative employ an "official" of such government.

5.3 Disclosure Required By Law. Representative understands and agrees that EduKick may comply with any legal provision requiring disclosure, or any request from the Canadian Government or the Government of the Territory to disclose, by affidavit or otherwise, the identity of Representative, as well as the identities of Representative's principal and the amount of any payment made or to be made to Representative under this Agreement.

5.4 Books and Records. Representative covenants and warrants that it will make and keep books, records, and accounts that, in reasonable detail, accurately and fairly reflect the transactions performed by Representative under this Agreement and the dispositions of the commissions paid Representative pursuant to this Agreement.

5.5 Breach. In the event of a material breach of Representative's representations, warranties, or obligations under this Article V, this Agreement may be immediately terminated by EduKick. For the purposes of this paragraph, a material breach of a representation, warranty or obligation by Representative constitutes failure of compliance or breach of this Article V, or in the opinion of EduKick, rendered after giving Representative a full opportunity to present its position as to the relevant law and facts, place EduKick in jeopardy of civil or criminal liability under the laws of Canada or the Territory.

ARTICLE VI EDUKICK'S OBLIGATIONS

6.1 Best Efforts. EduKick will use its best efforts to organize and administer the EduKick Programs.

6.2 Promotional Materials. EduKick will supply Representative from time to time with reasonable amounts of descriptive materials and literature to promote the EduKick Programs and to undertake its duties and responsibilities in accordance with this Agreement.

6.3 Training Programs. As reasonably requested by Representative, EduKick from time to time will arrange for introductory briefings and demonstrations with respect to the EduKick Programs, as well as more advanced programs depending on specific EduKick Programs under consideration and the nature of the program, so as to familiarize Representative with the EduKick Programs and to facilitate Representative's performance of its duties under this Agreement. EduKick and Representative may consult from time to time and review the nature and content of these briefings and programs to determine whether they are accomplishing their purposes and whether improvements can be made. These briefings and programs may take place at EduKick's facilities in Canada or elsewhere, or may be conducted at Representative's principal place of business or elsewhere in the Territory, as the parties agree to be most appropriate under the circumstances. EduKick will bear the cost of arranging and conducting these programs, including the cost of its personnel, and Representative will bear its own costs and expenses.

6.4 Sales Support. EduKick will provide and make available support personnel and assistance, in the manner and time EduKick considers appropriate under the circumstances, to support and assist Representative's promotion and sales activities. EduKick is solely responsible for the creation, maintenance and performance of the EduKick Programs, but in no event is Representative entitled to, nor does Representative have any right to claim any compensation for loss of sales or for any other reason arising from EduKick's performance or failure to perform any of its above functions.

6.5 Payments to Representative. EduKick will make payments to Representative and carry out its other obligations under this Agreement in the manner set forth in this Agreement.

**ARTICLE VII
CONFLICTS AND CONFIDENTIALITY**

7.1 Agreement Not to Compete. Except as otherwise agreed in writing, Representative will not act as a sales representative for other programs competitive with the EduKick Programs. Breach of this commitment shall be grounds for EduKick's immediate termination of this Agreement for cause.

7.2 Reporting to EduKick. Representative will from time to time, at EduKick's reasonable request, report to EduKick the identity of Representative's other principals.

7.3 Confidentiality. All information obtained by Representative in connection with its activities under this Agreement, including cost information furnished to Representative by EduKick must be treated as confidential proprietary information that Representative may not use and may not disclose to any third party except with the prior written authorization of EduKick. This obligation of confidentiality survives termination of this Agreement for any reason for a period of 3 years.

**ARTICLE VIII
PATENTS, TRADEMARKS, AND TRADENAMES**

8.1 Intellectual Property of EduKick. The name "EduKick" is a tradename and/or trademark used to identify the EduKick Programs, and all proprietary information used in or applying to the EduKick Programs are now and at all times will remain the sole and exclusive property of EduKick. Representative does not have or take any individual right or interest to or in any of EduKick's patents, trademarks, or tradenames, and Representative may use the patent information, trademarks, or tradenames only in strict conformity with the directions of EduKick. Representative may not use any of EduKick's trademarks or tradenames or variations of those in its trade, business, or company name without the prior written permission of EduKick.

**ARTICLE IX
TERM AND TERMINATION**

9.1 Term. This Agreement shall terminate on **?????**, unless extended by mutual agreement of the parties.

9.2 Termination. Except as otherwise provided in Paragraphs 5.5 and 7.1 of this Agreement, if either party breaches any provision of this Agreement, the nonbreaching party may immediately give written notice of its intention to terminate within 30 days, and, unless the breaching party cures the breach within such period, this Agreement automatically terminates at the expiration of the 30-day period.

9.3 Obligations Upon Termination. Termination of the Agreement for any

reason does not affect (a) obligations that have accrued as of the date of termination; and (b) those obligations that are intended to survive termination of this Agreement, including those obligations set forth in Article VII. Upon termination of this Agreement for any reason, Representative shall immediately cease the use of all EduKick proprietary information, trademarks and tradenames and return to EduKick all documentation and materials within Representative's control as have been furnished to participants or potential participants in accordance with Representative's performance hereunder.

ARTICLE X MISCELLANEOUS

10.1 Governing Laws and Arbitration. This Agreement, and performance or breach under this Agreement, is governed by and interpreted both as to procedural and substantive matters in accordance with the applicable laws of Ontario, Canada. All disputes, controversies, or claims arising out of or relating to this Agreement or any breach of this Agreement that cannot be settled amicably by the parties shall be finally and exclusively settled by arbitration under the then prevailing Rules of the Canadian Arbitration Association (the "Rules") by one arbitrator mutually agreed by the parties, or if the parties cannot agree on one arbitrator, by an arbitration that will be held in Toronto, Ontario, Canada, and that must be conducted in the English language. The parties agree that judgment on any arbitration award may be entered in any court of competent jurisdiction.

10.2 Assignment. No portion of this Agreement or any right or obligation under this Agreement can be transferred or assigned, in whole or in part, whether by operation of law or otherwise, by either party without the prior written consent of the other party.

10.3 Successors and Assigns. The terms and provisions of this Agreement shall be binding on and inure to the benefit of the successors and assigns of the parties.

10.4 Waiver. The failure of either party to insist upon a strict or timely performance of any of the terms and provisions of this Agreement is not deemed a waiver of any other rights or remedies that the party may have or of any subsequent breach or default in the same or other terms or provisions of this Agreement.

10.5 Entire Agreement. This Agreement, together with the Schedule attached and any written amendments to this Agreement, constitutes the complete and exclusive agreement between the parties and supersedes any and all prior negotiations, representations, understandings, and agreements between the parties relating to the matters referred to in this Agreement. No change in, addition to, or waiver of the terms and provisions of this Agreement or of any Schedule is binding upon either party unless in writing and approved by a duly authorized officer or representative of each of the parties to this Agreement.

10.6 Notices. Any notice required or permitted to be given under this

Agreement is sufficient if in writing, and is deemed to be fully given when personally delivered or sent by facsimile or overnight courier to the following addresses:

EDUKICK:
Joseph Bilotta, V.P.

REPRESENTATIVE:
?????

2193 Glengrove Crescent
Oakville, Ontario L6M 3X5

Either party may give written notice, as provided in this paragraph, of a change of address.

10.7 Severability. In the event any provision of this Agreement is deemed to be invalid, illegal, or unenforceable, all other provisions of the Agreement that are not affected by the invalidity, illegality, or unenforceability shall remain in full force and effect.

10.8 Counterparts. This Agreement may be executed in two (2) or more counterparts, all of which shall be considered one and the same agreement, and shall become effective when one counterpart has been signed by each party and delivered to the other party hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

EDUKICK, INC.,
a Canadian corporation

[REPRESENTATIVE]

By: _____

By: _____

Its: _____

Its: _____

Date: _____

Date: _____