

**CONTRACT OF COLLABORATION
BETWEEN
XYZ (RESELLER)
AND
SIGNUM SPRACHENSCHULE**

- A. Reseller XYZ is an agency registered at ABC (hereafter referred to as "*RESELLER*"). *RESELLER* offers to students from mainland China service for studying abroad at the students' own expense.
- B. SIGNUM Sprachenschule is a language school located in Northern Germany with its address at Westfleth 15, 21614 Buxtehude (hereinafter referred to as "*SIGNUM*"). *SIGNUM* offers language courses and specialised language trainings for students from all over the world, who wish to learn the German language and get to know the culture directly in Germany (hereinafter referred to as "*Course Participants*").
- C. *RESELLER* operates as a reseller for language courses and specialized language trainings offered by *SIGNUM*.
- D. This contract focuses on the enrolment of students who want to study music in Germany and for that purpose need to achieve a level of German high enough to start their music studies.

§ 1

Scope of Service Provided by *SIGNUM*

- 1. **Transport from and to Airport or Railway Station of Arrival:** *SIGNUM* transports *Course Participants*, on the day of their arrival, from the nearest airport or nearest railway station to Buxtehude and, at the end of the language course, back. The costs are included in the overall course fee.
- 2. **Language Course Program:** *SIGNUM* shall provide and conduct language courses for 24 weeks or 48 weeks. The language courses comprise five teaching hours (45 minutes each) per day (Monday through Friday), at least 600 teaching hours in a 24-week course or 1,200 teaching hours in a 48-week course. The language course shall be structured in terms of the students' placement, state-of-the art curricula and due diligence of the language teaching profession.
- 3. **Certificate:** At the end of the language course the *Course Participants* receive a certificate which state their participation and indicate their personal success. *SIGNUM* cannot guarantee that individually envisaged results are achieved. The success of the course depends also on individual skills and efforts.

4. **Accommodation:** *SIGNUM* provides suitable accommodation for the Course Participants for their stay in Germany. The quality of accommodation will match the standards for German college and university students. The selection of accommodation will be done in agreement with *RESELLER*. Costs of accommodation are included in the overall course fee.
5. **Rooms for Musical Instrument Practice:** *SIGNUM* provides suitable rooms for the students to practise their musical instruments 3 hours (60 minutes each) per day (Monday through Friday). The rooms will be usually available in the afternoon. The rent for the rooms is included in the overall course fee.
6. **Free Time Activities:** *SIGNUM* supports the students in finding contact to the local German population in Buxtehude and around. This includes invitations to private homes, meetings with groups of people, sports activities, cultural events etc. Expenses for tickets, transport, etc. have to be paid by the students. Manpower costs are included in the overall course fee.
7. **Visa and other Immigration Office Contacts:** *SIGNUM* supports the students in applying for visa, if required, and, once they have arrived in Germany, in contacts with the local immigration office. No extra costs are charged for this service.
8. **Minimum and Maximum Numbers of Students:** *SIGNUM* is obliged to start a language course at the time agreed with *RESELLER* only if at least ten students have been registered by *RESELLER* for the scheduled start. *SIGNUM* is not obliged to accept more than fifteen students for a scheduled start.

§ 2 Language Skills

RESELLER will ensure that the students have the same, or at least a similar, placement level. If the students should have considerably different placement levels, *RESELLER* will inform *SIGNUM* immediately.

§ 3 Course and Accommodation Fees

1. **Course fees:** *RESELLER* shall pay the course fees as agreed with *SIGNUM* . Upon application, *RESELLER* will receive a confirmation per *Course Participant* from *SIGNUM* - if the application can be accepted by *SIGNUM* - which determines the respective course fees to be paid by *RESELLER*.
2. **Cancellations:** Should *RESELLER* cancel any *Course Participant* so that the number of *Course Participants* drops below ten and should *RESELLER* not be able to replace the cancellations by other enrolments, *RESELLER* will be obliged to pay course fees for at least ten *Course Participants* .

§ 4 **Terms of Payment**

RESELLER shall effect payment to *SIGNUMS's* bank account no later than four weeks prior to the commencement of the respective course. Any and all bank fees or other charges due in conjunction with such payment are to be paid by *RESELLER*.

§ 5 **Cancellation and Refund**

1. **Cancellation Fees:** *RESELLER* is free to cancel the language course confirmed by *SIGNUM*. Such cancellation shall be effected by *RESELLER* in writing. In case of cancellation *RESELLER* is exempted from the course fees and obliged to pay the following cancellation fees:
 - an administration fee in the amount of 100.00 EUR per *Course Participant* in case of cancellation of at least four weeks prior to the commencement of the respective course; after that
 - 30% of the course fee and 30% of the accommodation fee in case of a cancellation of at least one week prior to commencement of the course; after that
 - 50% of the course fee and 50% of the accommodation fee in case of cancellation until the commencement of the course; after that
 - 100% of the course fees and 100% of the accommodation fee.

In case the cancellation causes higher costs with respect to the then necessary cancellation of the accommodation, *RESELLER* is obliged to also bear the surplus which is not yet covered by the partial amount of the cancellation fee concerning the accommodation fee as set forth above.

2. **Date of Cancellation:** The effective date of cancellation shall be the date on which *SIGNUM* receives the cancellation in its office at Westfleth 15, 21614 Buxtehude, Germany.

§ 5 **Responsibilities of the Course Participant**

1. **Minimum Age:** *Course Participant* shall be at least 18 years of age.
2. **Visa and entry:** *RESELLER* shall ensure that all *Course Participants* for their stay in Germany meet all legal requirements and hold in particular the necessary entry permissions, visa and residence permits. *SIGNUM* assumes that the *Course*

Participants have obtained all the necessary legal papers to enter Germany and to reside there for the duration of their studies.

3. **Arrival:** *Course participants* unable to arrive at the course location by the scheduled arrival date are required to notify *SIGNUM* as soon as possible before the commencement of the course.
4. **Insurance:** The *Course Participant* is responsible to conclude necessary insurances, such as health, accident, liability and personal property insurance. *Reseller* is responsible to ensure that the *Course Participants* conclude the insurances mentioned in sentence 1.
5. **Rules of course and accommodation:** The *Course Participant* shall respect all course rules and all accommodation house rules for the duration of his stay arranged by *SIGNUM*. *RESELLER* will inform the *Course Participants* accordingly.

§ 6

Liability of SIGNUM

1. **Limitation of Liability:** *SIGNUM* shall only be liable in case of intent or gross negligence. Any liability for culpable damage to life, body or health shall not be limited. The limitation of *SIGNUMS'* liability also applies to the personal liability of *SIGNUMS'* employees.
2. **Breach of fundamental contract obligations:** However, the limitation of liability according to § 6.1 shall not apply in case a fundamental contract obligation - such as the obligation to operate the selected language courses as described in the Course Program - is breached. To the extent the breach of a fundamental contract obligation is caused by slight negligence the liability for damages by *SIGNUM* shall be limited to the typical predictable amount of damage.

§ 7

Force Majeure

Neither party shall be liable for damages in any case of delay or default under this agreement if such delay or default is caused by conditions beyond its control including but not limited to acts of God, wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected. However government restrictions (including e.g. the denial or cancellation of visa approval or entry prohibition) or travelling restrictions shall not be understood as a case of Force Majeure.

§ 8
Teaching Material

1. **Teaching material:** The right of ownership with respect to all teaching materials developed by *SIGNUM* and all tests that are administered by it will remain with *SIGNUM*.
2. **Deposit for book lending:** In the case that *SIGNUM* lends books and other materials to the *Course Participants*, they may be asked to pay a deposit of at maximum 100% of the value of the item rented/borrowed. *SIGNUM* will provide the *Course Participant* with a receipt as evidence of payment of the deposit and upon returning the item will provide the *Course Participant* with the deposit initially placed and a receipt to this effect.

§ 9
Personal Information

The *Course Participant* allows *SIGNUM* to enter the personal information as stated in the application form into its electronic data banks and to use them for the fulfilment of the Contract. In addition *SIGNUM* is allowed to send *Course Participant* further information in the future.

§ 10
Governing Law

This contract shall be governed by the laws of the Federal Republic of Germany.

§ 11
Miscellaneous

1. **Written Form:** This Contract and the related terms or documents as well as any changes or modifications between the Parties shall be entered in writing and shall become legally valid only upon signing. The same shall apply for abrogation of this requirement.
2. **Severability clause:** Should any provision of the Contract be held to be wholly or partly invalid or unenforceable, the validity or unenforceability of its other parts shall not be thereby affected. The invalid or unenforceable provision shall be substituted by a provision which serves best the economic interest of the contracting Parties as expressed in this agreement. The same applies if it turns out that the Contract contains a loophole.