

WORLD EDUCATION



SPONSORSHIP REFERRAL AGREEMENT

Concluded between:

WORLD EDUCATION,

A training organization created in 1993 and registered under n° 11.93.04288.93 with the Educational Training Control Services, SIRET N° 39751479500020, domiciled in FRANCE, 3 rue Albert Walter, 93430 Villetaneuse, represented by Dan LOW, founder ,

hereinafter referred to as “WORLD EDUCATION”, of the one part,

and:

(Name of Company),

Registration N° _____, domiciled _____

represented by *(name and function)* _____,

hereinafter referred to as the “REFERRER”, of the other part.

PREAMBLE to the Agreement:

WORLD EDUCATION is a training organization in Organizational, Personal and Professional Development, and proposes inter-enterprise and in-house training and conferences to private individuals and companies. World Education proposes unique tools developed by Dan Low, which can be complementary to any other methods.

Within its training activity, WORLD EDUCATION launches a unique Co-Sponsoring Program, in which CO-SPONSOR CLIENTS will be able to put their logo on the program and use the promotional banners of the project on the supports of their choice, which will enhance their corporate image with their public. Furthermore, in accordance with the Sponsorship Level they will choose, they will have access to an online training for themselves or their teams. CO-SPONSOR REFERRERS refer Co-Sponsor Clients to World Education, in the conditions detailed hereinafter.

For reasons of clarity, in this Agreement :

- the CO-SPONSOR REFERRER is called the “REFERRER”
- the CO-SPONSOR CLIENT is called the “CLIENT”.

The REFERRER will receive a remuneration on each CO-SPONSOR CLIENT he brings to WORLD EDUCATION. Furthermore, the REFERRER's image will also be enhanced with his clients or prospects, and he will be able to use the project to make himself known and acquire new clients.

As an **initial CO-SPONSOR REFERRER**, (*name of company*) is given the GOLD or DIAMOND status described herein (excluding the training linked to it), without payment.

For convenience sake, "he" shall refer to either a man or a woman.

On this basis, it has been agreed as follows :

Article 1: Application

The REFERRER must be a company, an individual entrepreneur, a liberal professional, an association, or an organization.

The CLIENT brought by the REFERRER shall also be a company, an individual entrepreneur, a liberal professional, an association or an organization.

This Agreement applies to CLIENTS brought directly by the REFERRER. It is in no way a pyramidal system.

Article 2: Amount of the remuneration for the Referrer

The REFERRER will **receive 50% of the amount** (tax excluded) paid to WORLD EDUCATION by the CLIENT to become a Bronze, Silver or Gold Level CO-SPONSOR, and **10% on all other services** that the CLIENT would order from WORLD EDUCATION (additional training, coaching...) outside digital or paper written documents.

Article 3: Basis of the remuneration

CLIENTS brought by the REFERRER will have access to 4 programs:

- **BRONZE level** at the price of **€2,000** (20% tax included) for the CLIENT, entitling the CLIENT to train 2 persons ;
- **SILVER level** at the price of **€5,000** (20% tax included) for the CLIENT, entitling the CLIENT to train 5 persons ;
- **GOLD level** at the price of **€10,000** (20% tax included) for the CLIENT, entitling the CLIENT to train 10 persons ;
- **DIAMOND level**: entitling the CLIENT to train more than 10 persons, price to be negotiated.

The prices mentioned may change with time, the REFERRER shall be informed of any variation of price.

The REFERRER will receive **50%** of the amounts (excluding tax) paid by the CLIENT to WORLD EDUCATION for the **BRONZE, SILVER and GOLD levels**. The CLIENT can choose the level of his choice, or buy levels in turns. If the CLIENT subscribes directly to the GOLD level, the REFERRER will receive 50% of the GOLD level price. If for example the CLIENT subscribes to the BRONZE level, and then to the GOLD level, the REFERRER will receive 50% on the BRONZE level AND 50% on the GOLD level prices.

As to the **DIAMOND level**, the REFERRER will receive **10%** on the amounts (excluding tax) paid by the CLIENT on the DIAMOND level, **beyond the GOLD level**. However, different scenarios can present themselves:

If the CLIENT decides to subscribe directly to the DIAMOND level without passing through any other level, the REFERRER will receive 50% of the GOLD level price (corresponding to the first 10 persons trained), and 10% on all additional amounts.

If the CLIENT subscribes to the BRONZE and/or the SILVER level (for which the REFERRER will have received a commission), and then to the DIAMOND level, the REFERRER will receive 50% of the GOLD level price (corresponding to the first 10 persons trained), and 10% on all additional amounts.

After the CLIENT has subscribed to one of the levels of the CO-SPONSORING Program, he will in turn be able to become a REFERRER if he wishes and receive himself a Referrer remuneration on the clients he would bring.

Article 4: Payment of the remuneration

The payment of the remuneration to the REFERRER will be done by WORLD EDUCATION upon invoice from the REFERRER, after World Education has informed him of the amount and after complete payment by the CLIENT of the sums due - and in case it applies, after the withdrawal period of a “Money Back Guarantee” offer (for the time being, no such offer is proposed).

In case a “Money Back Guarantee” was offered on some of the services of World Education and the Client asked for his money back, no remuneration would be paid to the Referrer.

In case of a long-term contract with a CLIENT, fractionated payments may be made by World Education to the REFERRER, as and when payments are made by the CLIENT.

Article 5: Conditions of the recommendation of prospects

The REFERRER shall not apply any pressure on his clients or prospects or persons he recommends. The persons themselves shall decide whether they want to subscribe to the CO-SPONSOR program or not.

Recommendations may be made by the REFERRER in any way he wishes: for example (but not limited to) under the form of direct recommendations, banners, emailing, announcements on websites or social media, pay per click...

Article 6: Information

The REFERRER will supply the names and email addresses of interested CO-SPONSOR CLIENTS to WORLD EDUCATION, names that he will have obtained further to the CO-SPONSORING offer he will have made. In the documents supplied by World Education to the REFERRER, the email of the REFERRER is mentioned. The person interested or wishing additional information must therefore refer to the REFERRER in the first place, who will then transmit to WORLD EDUCATION.

In case of doubt as to the origin of a CO-SPONSOR CLIENT, in the absence of direct recommendation by the REFERRER, the CLIENT will be asked how he has known WORLD EDUCATION.

WORLD EDUCATION will keep the REFERRER informed of the results obtained and of the registration of the persons or companies recommended.

It is to be noted that the offer to prospects consists of 2 stages:

- a free ebook is proposed to get them to know the approach of WORLD EDUCATION
- and the CO-SPONSORING offer is mentioned at the end of the ebook.

Other forms of prospection may of course be considered.

Article 7: Effects of the Agreement

No obligation of result is imposed to the REFERRER by the present Agreement.

Article 8: Duration of the Agreement

This Agreement is signed for a duration of 1 (one) year and shall be tacitly renewed each year. In case of termination, the sums due to the REFERRER shall continue to be paid to him for a duration of 3 (three) years from the date of termination.

Article 9: Termination of Agreement

9.1. Effects of the Termination

Each party can terminate this Agreement with one month notice, by informing the other party in writing.

In case of termination, the Agreement will continue to produce its effects during a period of **3 years** after the termination date. The REFERRER shall continue to receive his remunerations for the CLIENTS he brought, as well as for any new CLIENTS he would have contacted before the termination and who would subscribe afterwards.

However, the REFERRER shall not be able to make publicity or present the WORLD EDUCATION offer to new prospects after the date of termination of the Agreement.

9.2. Termination for gross negligence

This Agreement may be terminated by any of the parties in case of gross negligence or breach of significant contractual obligations, by registered letter or by email with acknowledgment of receipt. The Agreement will then be terminated within 15 days following the sending of the letter or the email with acknowledgment of receipt.

Remunerations on current subscriptions will continue to be due and shall be paid by WORLD EDUCATION to the REFERRER, in the conditions mentioned in the article 9.1 above.

9.3. Termination for cessation of activity

This Agreement is subject to the existence of both parties as companies, individual entrepreneurs, liberal professionals, associations or organizations. It will be immediately terminated in case of liquidation or cessation of activities.

The REFERRER shall therefore keep his legal status as a company, independent entrepreneur, liberal professional, association or organization throughout the duration of the Agreement.

If for any reason he happened to lose his status, the remunerations having no legal structure to be paid to would not be due by World Education. This Agreement would therefore be terminated automatically, with immediate effect, and the Referrer would not have any claim on the sums due.

Article 10: Modifications

Any modification to this Agreement shall be made in writing and signed by both parties.

Article 11: Litigations

This Agreement is governed by and subject to French law.

Any dispute arising from this Agreement, whether it concerns its validity, interpretation, execution, application or termination and subsequent consequences, failing an amicable settlement between the parties, shall be under the sole aegis of the Commercial Court of Paris, France.

Article 12: Election of domicile

For the purposes of this Agreement, parties elect domicile at the addresses mentioned herein.

Any modification shall be notified to the other party by registered letter with acknowledgment of receipt, to be effective.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

Signed in two original copies, one for each party.

Date: _____ **2019.**

(signature)

(signature)

Dan LOW
WORLD EDUCATION

Name of person
The REFERRER