

## Educational Consulting Agreement

This Agreement, effective this \_\_\_\_ day of \_\_\_\_\_, is made by and between \_\_\_\_\_ on behalf of **The Pennington School**, a New Jersey not-for-profit educational corporation ("The Pennington School"), located at 112 West Delaware Avenue, Pennington NJ 08534 and Core Focus Sports Group INC. ("Consultant") located at 42 Silhouette, Irvine, CA 92603, U.S.A.

For good and valuable consideration, the parties agree as follows:

### 1. Consulting Services

Consultant agrees to represent Pennington in Europe, Africa, Asia and recommend the school to families where Pennington seems to best meet the needs of the student. Under the guidance of Pennington's Head of School and Admission Office, Consultant will promote the services of Pennington completely and honestly and will advise families on the benefits and costs of studying at Pennington, including tuition, room and board, fees and travel expenses.

Consultant will perform its Services in a workerlike manner and in accordance with applicable industry standards.

### 2. Compensation

Pennington agrees to pay Consultant a commission of 10% (ten percent) of the annual tuition, including room and board, but excluding fees, for the first year of attendance for each of Consultant's clients admitted to Pennington. Commission will be payable upon receipt of each family's fully paid tuition for the year.

### 3. Independent Contractor

Consultant is an independent contractor and not an employee or agent of The Pennington School. All persons furnished or retained by Consultant in connection with this Agreement are so furnished or retained as Consultant's employees or agents. The arrangements contemplated by this Agreement shall not be deemed to constitute a partnership or joint venture between Consultant and The Pennington School. Consultant shall not be entitled to any of The Pennington School's Employee Benefits of any nature whatsoever, including, but not limited to fringe benefits, health and unemployment insurance, worker's compensation and pension plans.

Consultant will not make commitments on behalf of The Pennington School unless expressly authorized in writing by The Pennington School. Consultant shall not represent to any person or entity that the Consultant is associated with The Pennington School in any capacity other than that of an independent contractor. Consultant will defend, indemnify and hold harmless The Pennington School from and against any and all liability for the payment of taxes, interest and/or penalties, as well as damages and costs, including attorney's fees, in connection with any claim that Consultant is an employee of The Pennington School.

### 4. Indemnification

To the fullest extent permitted by law, Consultant will defend, indemnify, and hold harmless The Pennington School, its respective affiliates, contractors, officers, directors, trustees, employees and agents from and against any and all claims, demands, liabilities, damages, and expenses, losses of every nature and kind, including attorney's and other professional's fees, (collectively, "Claims"), arising out of the intentional or negligent acts or omissions in the performance of the Consulting Services by the Consultant or Consultant's failure to render services in compliance with this Agreement.

### 5. No assignment

Neither party shall assign or delegate its rights and obligations under this Agreement or any part thereof without the prior written consent of the non-assigning or non-delegating party.

### 6. Confidentiality

Consultant and Pennington will hold all information with regard to this Consulting Agreement in strict confidence. This confidentiality clause will survive the termination of this agreement.

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### Early Termination

Pennington or Consultant may terminate this Agreement for any reason at any time, by delivery of 30 days written notice, subject to The Pennington School's obligation to pay Consultant any commission earned in accordance with Paragraph 2. Compensation.

### 8. Severability

If any provision of this Agreement will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

### 9. Waiver

The failure of either Party to insist in any one or more instances upon strict performance of any of the terms or conditions of this Agreement shall not be construed as a waiver or relinquishment of any right granted hereunder or of any future performance of any such term or condition.

### 10. Entire Agreement

This Agreement contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this Agreement. This Agreement supersedes any prior written or oral agreements between the parties.

### 11. Notices

All notices given pursuant to this Agreement shall be in writing and shall either be mailed by first-class mail, postage prepaid, certified or registered with return receipt requested, delivered in person or by nationally recognized overnight courier, to the addresses set forth above, or they may be given by confirmed email to the addresses set forth in this Agreement.

### 12. Governing Law and Venue

This Agreement shall be construed, applied and enforced in accordance with the laws of the State of New Jersey. Any and all disputes between the Parties arising out of or related to this Agreement shall be governed by the laws of the state of New Jersey without giving effect to the principles of conflicts of law of New Jersey or any other jurisdiction and such disputes can only be brought before the state or federal courts located in Mercer County, New Jersey. The Parties agree to waive a trial by jury. The provisions of this paragraph shall survive the expiration of this Agreement.

The parties hereby acknowledge and agree that each has read, understood, and agrees to each of the terms of this Commission Agreement.

Jason Benadretti  
Consultant

Authorized Representative

Signature Jason Benadretti

Date: 12/28/21

The Pennington School

Chief Financial Officer

Signature \_\_\_\_\_

Date: \_\_\_\_\_