



CONSULTING AGREEMENT

This Agreement by and between **KISKIMINETAS SPRINGS SCHOOL** (hereinafter referred to as "Kiski") and **JBS GLOBAL LLC**, owner of the brands, **Elite Euro Talent** and **Blusoar** (hereinafter referred to as "Consultant"), is made and entered into as of **11/10/22**. The parties hereto agree as follows:

1. Consulting Service. Kiski retains Consultant for the purpose of identifying and referring qualified prospective students to Kiski. Consultant will work with Kiski, the student, and the student's family during the admissions process in order to: (a) encourage the student to complete an application for admissions and submit other required materials; (b) act as a communication liaison, as appropriate, between Kiski, the student, and his family; (c) encourage the student to enroll at Kiski in the event that an offer of admission is made. Kiski agrees to supply Consultant with reasonable quantities of Kiski's advertising and marketing materials that may be available through Kiski.
2. Relationship Between Kiski and Consultant. Consultant is not an agent, employee or legal representative of Kiski, but an independent contractor. Consultant does not have any authority to assume or create any obligation or responsibility on behalf of Kiski or bind Kiski in any manner whatsoever. Consultant further agrees to defend, indemnify and hold Kiski harmless from and against any and all claims of third parties that would not have arisen but for an act or omission by Consultant that is contrary to the above-acknowledged relationship.
3. Term of Agreement. The term of this Agreement is 12 MONTHS, as of **11/10/22**, and ending **8/30/23**.
4. Payment to Consultant. Consultant will be paid a commission fee based on **20% of the net tuition** paid by each student in the **first year of enrollment \$40,000 and above**. Tuition **\$40,000 and below, a commission of 10% will be paid**. For the second year of enrollment a **5% commission for all re-enrolled students** will be paid. Kiski agrees to provide Consultant with a copy of the fully-executed enrollment contract for such students for the purpose of verification. Commission payments will be paid after receipt of payment by the family and receipt of an invoice from the agent. Commission fees are applicable only for referrals made by Consultant as of **11/10/22** through **8/30/23**. Under this Agreement, Consultant will not be entitled to participate in any of the benefit plans available to Kiski's employees.
5. Independent Contractor. Kiski and Consultant agree that Consultant will act as an independent contractor in the performance of the duties provided for under this Agreement. Accordingly, Consultant shall be responsible for payment of all taxes including Federal, State and local taxes arising out of Consultant's activities in accordance with this Agreement, including, by way of illustration but not limitation, Federal and State income tax, social limitation, social security tax, unemployment insurance taxes, and any other taxes or business license fees as required. Kiski will issue Consultant a 1099 at the respective year-end for total fees paid during the term of this Agreement.
6. Confidentiality. Consultant recognizes and acknowledges that during his/her engagement with Kiski, he/she may have access to confidential information of or relating to Kiski. Consultant agrees not disclose to any third party any confidential information at any time during or after Consultant's engagement with Kiski without the express consent of Kiski.
7. Miscellaneous. This Agreement shall be subject to and governed by the laws of the Commonwealth of Pennsylvania and represents the entire understanding of the parties and shall not be amended except in writing signed by both parties. Consultant specifically acknowledges that Kiski or its agents or employees have made no binding representations other than that as set forth herein.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date and year first written above.

CONSULTANT

KISKIMINETAS SPRINGS SCHOOL

Signature: *Jason Benavente*

Signature: _____

Date: 11/10/22

Date: _____