

REPRESENTATIVE AGREEMENT

The University of West Alabama, located at 100 Highway 11 N, Livingston, Alabama, a public institution of higher education established under the laws of Alabama ("UWA"), and JBS GLOBAL, LLC

_____(the "Representative"), hereby enter into the following Agreement as of the 21ST day of February month, 2023 year.

Whereas, the University of West Alabama (UWA), seeks to attract full-time students from outside the United States to study in all academic programs available for international students.

Whereas, the Representative provides student recruitment services and initial application assistance to foreign educational institutions, and whereas UWA wants to engage the Representative to recruit students for study at UWA.

Therefore,

1. DEFINITIONS

In this Agreement:

'Tuition' means the tuition charged by UWA;

'Law' means the laws in force in the State of Alabama and the United States of America, and any other laws to which UWA is subject;

'Marks' means logos, trademarks, designs, and crests that belong to or carry the name, image, or logo of UWA;

'Prospective student' means a person who is a citizen of a country other than the United States, and who intends to become, or who has taken any steps towards becoming, a UWA student, including transfers, and is not associated with current UWA partner institutions;

'Services' means the services described in the Agreement; and

'Student' means a person who is a citizen of a country other than the United States, and who holds a United States student visa and is currently enrolled at UWA.

2. In this Agreement, unless the contrary intention appears:

- A. headings are for ease of reference only and do not affect the meaning of this Agreement;
- B. the singular includes the plural and vice versa and words importing a gender include other genders;
- C. other grammatical forms of defined words or expressions have corresponding meanings;

- D. 'including' and similar expressions are not words of limitation;
- E. money is in United States dollars unless otherwise stated and a reference to 'US\$', '\$US', 'dollar', '\$', or 'USO' is a reference to United States currency; and
- F. Schedule 1 to this Agreement forms part of the Agreement, but if there is any conflict between a clause of this Agreement and Schedule 1, the clause of this Agreement will prevail.

3. ENGAGEMENT OF THE REPRESENTATIVE

UWA engages the Representative to be its representative to perform such Services as outlined in this Agreement from the Starting Date and for the Term specified in Item 1 of Schedule I and on the Terms set out in this Agreement.

This is a non-exclusive agreement, and UWA can appoint other Representatives as it so chooses in respect of any country or area. The Representative, in its sole discretion, may provide services similar to the Services provided to UWA to any other educational institution.

4. RESPONSIBILITIES OF THE REPRESENTATIVE

A. Under this Agreement, the Representative must:

- (I) promote UWA Academic Programs with integrity and accuracy and recruit Prospective Students in an honest, ethical, legal, and responsible manner;
- (II) in accordance with UWA procedures and requirements, recruit and assist in the recruitment of individuals and inform Prospective Students accurately about the requirements of UWA Academic Programs. This can only be done by reference to the material provided by UWA and, when not available, through direct communication with UWA personnel;
- (III) assist prospective students in becoming Students and for that purpose provide all necessary information about UWA Academic Programs and assist in completing forms or applications and submitting such to UWA;
- (IV) ensure that the testing of Prospective Students in the English language is carried out by qualified persons in accordance with UWA policies and procedures;
- (V) provide reports or information reasonably requested by UWA or required by this Agreement;
- (VI) assist to uphold the high reputation of UWA and of the United States international education sector;
- (VII) ensure that relevant application fees accompany the application;
- (VIII) advise the Prospective Student that they are required to provide to UWA a permanent address and email in their country of origin (other than the Representative's address);
- (IX) advise the Prospective Student that UWA will NOT grant a refund of any non-refundable fees made by the Student in accordance with current published policies of the UWA;
- (X) make sure that all necessary evidence and documents accompany a Prospective Student's application and acceptance of offer;
- (XI) provide any offer documents received from UWA to the Prospective Student within three (3) business days of receipt of offer documents;
- (XII) provide UWA with market intelligence about the recruitment of Prospective Students;
- (XIII) only undertake promotional and marketing activities that are connected to or make

- reference to UWA that are expressly authorized by UWA;
- (XIV) comply with all relevant Laws; and
- (XV) take no action that will result in UWA's non-compliance with any United States Laws or regulations or any local or national Laws or regulations of the country in which the Representative operates.

B. The Representative must give Prospective Students, before they complete an application, information provided to the Representative by UWA about:

- (I) UWA and its facilities, equipment, and learning resources;
- (II) UWA's housing;
- (III) UWA's costs and refund conditions;
- (IV) living in the United States and the local environment of the City of Livingston, including information about campus location and costs of living;
- (V) the minimum level of English language ability, and educational qualifications for acceptance into UWA;
- (VI) visa requirements which must be satisfied by the Prospective student, including English; and
- (VII) language proficiency levels and minimum academic standards necessary for UWA admissions.

C. The Representative must inform prospective students that:

- (I) Students who come to the United States on a student visa must have a primary purpose of studying and must study on a full-time basis;
- (II) personal information provided may be made available to Federal and State agencies in compliance with Laws; and
- (III) UWA is required by law to inform the Federal government of any changes to the Student's enrollment status or other changes of condition which may relate to visa status.

D. The Representative shall not:

- (I) engage in any dishonest practices, including suggesting to Prospective Students that they can come to the United States on a student visa with a primary purpose other than full-time study;
- (II) facilitate applications for Prospective Students who do not comply with visa requirements;
- (III) make any representations or offer any guarantees about whether Prospective Students will be granted a student visa;
- (IV) make any representations or offer any guarantees about acceptance to UWA;
- (V) make any representations or offer any guarantees about the likelihood of awards of financial aid or scholarships;
- (VI) engage in false or misleading advertising or recruitment practices;
- (VII) make any false or misleading comparisons with any other education provider or their English training pathway or similar preparatory programs;
- (VIII) make any inaccurate claims of association of UWA with any other education provider;
- (IX) give inaccurate information to a Prospective Students about acceptance into any college or university level program at UWA, or any other university level Academic Program accepting UWA credits;
- (X) undertake any advertising or promotional activity about UWA or any UWA Academic

Program without the prior written consent of UWA. Advertising or promotional activities will be at the Representative's expense unless otherwise agreed to in writing by UWA in advance;

- (XI) give inaccurate information to a Prospective Students about the fees and charges payable to UWA;
- (XII) contravene specific guidelines for use of any institutional Marks provided in writing by UWA from time to time;
- (XIII) evaluate, scout, or recruit Prospective Students on the basis of athletic ability;
- (XIV) commit UWA to accept or make any representation that UWA will accept any prospective student into an Academic Program; and
- (XV) charge Prospective Students for the same services for which the Representative is being compensated by UWA.

5. RESPONSIBILITIES OF UWA

- A. give the Representative sufficient information to enable the Representative to conduct the Services;
- B. communicate changes to policies and procedures, the catalogue and course list, and new and updated promotional material;
- C. help the Representative to access information about visa requirements and the process of visa application;
- D. inform the Representative of visa requirements and of any changes to those requirements promptly after becoming aware of any such changes;
- E. ensure complete applications will be processed in a reasonable manner, with notification of Offer or Rejection for Prospective Students issued within 10-15 working days of receipt of the complete application by UWA;
- F. duly process all completed applications received, but UWA is under no obligation to accept any Prospective Students referred by the Representative; and
- G. oversee the marketing of UWA, in accordance with the UWA Graphic Standard, by the Representative using marketing materials, logos, and other UWA copyright-protected materials.

6. CONFIDENTIALITY AND INTELLECTUAL PROPERTY

A. Confidentiality

The parties must keep confidential, to the extent permitted by law:

- (I) all information provided by the other party, other than to the extent disclosure is required to perform the Services in accordance with this Agreement; and
- (II) the terms of this Agreement.

Notwithstanding anything else to the contrary, Representative agrees to handle and keep confidential any personally identifiable educational record as defined by the Family Educational Rights and Privacy Act (FERPA), 20 USC section I 232g, and its implementing regulations, 34 CFR Part 99, in accordance with FERPA.

B. Intellectual Property

UWA represents that it owns or has the right to use all information and material provided by

UWA in connection with the Agreement, and the Representative's use thereof will not infringe on the intellectual property rights or other ownership rights of any third party.

The Representative shall own and retain all intellectual property rights (including all rights under copyright) in all reports and other materials created by the Representative in performing the Services under the Agreement. The Representative also retains all rights to its software and technologies (including without limitation the Representative's database), ideas, concepts, know-how, methods, techniques, processes and skills, and adaptations thereof that may have been utilized in providing Services under the Agreement.

UWA grants the Representative a non-exclusive license to use Marks (including UWA logos and trademarks for marketing) as reasonably required by the Representative to perform the Services under this Agreement.

7. REPRESENTATIVE'S FEES

Subject to the other provisions of this Clause, UWA shall pay the Representative a fee calculated in accordance with Item 2 of Schedule I for each Student who:

- A. is enrolled at UWA; and
- B. has paid the respective Tuition to UWA and remains enrolled at least thirty days beyond the start of the term.

Representative's fee calculated in accordance with Item 2 of Schedule I is based solely on the Student's first two semesters of enrollment. At no time is the Representative entitled to or owed, nor will be paid, fees or monies of any kind for future semesters a Student is enrolled at UWA.

Representative will not be regarded as having recruited a student under this Agreement unless:

- A. the Representative contacts the International Admissions Counselor prior to submission of the electronic application and any supporting documents;
- B. the Representative assists the Student in submitting the electronic application and supporting documents for enrollment; and
- C. the Representative submits a letter of recruitment indicating the Representative directly recruited the Student. The letter will bear the Student's contact information, passport information, the Representative's name, and an official stamp recognized by prior agreement by UWA.

No fee will be payable by UWA to the Representative where the Student is recruited through UWA's own programs for recruitment of Prospective Students within the United States, including any distance education course, or through the recruitment by UWA of any Students of its partner institutions. No fee will be paid for a student where he/she is recruited by Athletics.

No fee is payable by UWA to the Representative where:

- A. a Student recruited by the Representative withdraws from the UWA within the first 6 weeks of classes after commencement of the start of the term; and
- B. a prospective Student recruited by the Representative is accepted by UWA but is not granted a visa.

No fee is payable by UWA in relation to a Student unless the Representative has submitted an invoice in relation to the Student:

- A. for an amount equal to the fee as calculated in accordance with Item 2 of Schedule 1;
- B. containing the family name and given names of the Student;
- C. containing the Student reference number and the Academic Program enrolled in by the Student;
- D. presented on the Representative's letterhead, which shows current address, telephone, fax, and email details of the Representative ;
- E. with an invoice number or reference; and
- F. containing such other information as UWA may require; and

Fees paid to the Representative pertain only to the initial enrollment and not to a student's post-graduation enrollment at UWA or other institution.

Unless otherwise specified in the relevant invoice, UWA shall pay the Representative's fees within sixty (60) days of the invoice.

Unless otherwise specified in the relevant invoice, payment shall be made by wire transfer to the following:

Bank Name: JP Morgan Chase Bank

Account Name: JBS Global, LLC

Bank SWIFT Code: —

(Routing # 021000021 : Account #: 833721951)

8. TERMINATING THIS AGREEMENT

Either party can terminate this Agreement at any time by giving the other party thirty (30) days prior written notice.

Either party can terminate this Agreement at any time and with immediate effect by giving written notice to the other party, if that party breaches any provision of this Agreement.

When this Agreement terminates, the Representative must:

- A. submit all applications and fees from Prospective Students received up to the date of termination; and
- B. immediately cease to use any advertising, promotional, or other material supplied by UWA and destroy or return all such material to UWA by registered mail or a reputable international courier.

The termination of this Agreement by either party does not affect any accrued rights or remedies of either party, including without reservation the Representative's right to receive payment for all services rendered and otherwise due and payable under the terms of this Agreement.

Without limiting the foregoing, in the event that the Agreement is terminated, all further obligations of the parties to each other pursuant to the Agreement and the

Agreement (other than clauses 6, 15, and 16 of the Agreement) shall be terminated without further liability of either party to the other, provided that nothing herein shall relieve either party from liability for its willful breach of the Agreement.

9. ASSIGNMENT AND SUBCONTRACTING

The Representative must not (other than to an affiliate of the Representative) assign this Agreement or any right under this Agreement without the prior written consent of UWA (which may be withheld at its discretion).

The Representative must not (other than to an affiliate of the Representative) subcontract to any person the performance of any of its obligations under this Agreement without the prior written consent of UWA (which can be withheld at its discretion).

Notwithstanding any subcontract, the Representative remains fully responsible for performing its obligations under this Agreement.

10. INDEPENDENT CONTRACTOR

The Representative is retained by UWA only for those purposes and to the extent set forth in this Agreement, and Representative's relation to UWA shall during the term of this Agreement be that of independent contractor, and not a joint venture, an agent or employee of UWA. Representative shall not be considered as having an employee status or as being entitled to participate in any plan, arrangements, or distributions by UWA pertaining to or in connection with any qualified pension or retirement plan or providing any other health or welfare plan with similar benefits for regular UWA employees. Representative shall be solely responsible for the payment of any taxes on any monies received from UWA.

11. UNIVERSITY REPRESENTATIVE

The representative of UWA for the purposes of this Agreement is set out in Item 4 of Schedule I.

12. NOTICES

- A. A notice under this Agreement must be in writing and sent by prepaid airmail, facsimile, or electronic mail to the party at the address specified at Item 3 of Schedule I.
- B. A party, which changes its address, facsimile number, or electronic mail address, must give written notice of that change to the other party.

13. THIS DOCUMENT IS THE ENTIRE AGREEMENT

This Agreement, its schedules, and annexes:

- A. constitute the complete and full agreement between the parties as to its subject matter; and
- B. in relation to that subject matter, replaces and supersedes any prior oral or written arrangement or agreement between the parties.

14. VARIATION

This Agreement may only be altered in writing, signed by both parties.

15. GOVERNING LAW

- A. This Agreement is governed by and construed in accordance with the federal and state laws of the United States of America and the State of Alabama.
- B. The Representative submits to the exclusive jurisdiction of the federal and state courts in the State of Alabama, United States of America.

16. LIABILITY

UWA, as an instrumentality of the State of Alabama, has sovereign immunity under section 14 of the Alabama constitution. Any claim for damages against UWA shall be submitted to the Alabama State Board of Adjustment pursuant to Alabama Code Section, 4 1-9-60 et seq.

17. SIGNED for the University of West Alabama by an authorized contracting officer and authorized representative of JBS GLOBAL, LLC.

SIGNED for UWA

Signature of UWA Official

DATE (Month/Day/Year) _____

Dr. Ken Tucker
President

SIGNED for the Representative



Signature of Representative Contracting Officer

DATE (Month/Day/Year) 02/21/23

Managing Director Name: Jason Benadretti

Title: Director

SCHEDULE 1

Item 1: Starting Date: 21ST Day, 2023 Month, February Year.

Item 2: Fee: (Maximum two (2) semesters paid per student)

10% of out-of-state tuition per student per semester for the first two (2) semesters

-The commission rate will be determined each semester depending on how many students are enrolling that semester (both new and returning) as long as it's the first or second semester for those students.

-Out-of-State Tuition is determined by the UWA Board of Trustees each academic year.

-The fee will be payable by UWA to the Representative upon receipt of Invoices (one per student) rendered in accordance with Clause 7 of this Agreement.

Item 3: Addresses for Notices:

Office of International Programs

University of West Alabama

100 Highway 11 N

Livingston, AL 35470

Representative Company: JBS GLOBAL, LLC

Attention: Jason Benadretti

Address: 8 The Green, Suite R, Dover, DE, 19901

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Telephone: +1-302-314-5339

Facsimile: + ~

Email: jason@blusoar.com

Website: www.blusoar.com and www.eliteurotalent.com

Accreditation statement: The University of West Alabama is accredited by the Southern Association of Colleges and Schools Commission on Colleges (SACSCOC) to award associate's, bachelor's, master's, education specialist and doctoral degrees. Questions about the accreditation of the University of West Alabama may be directed in writing to the Southern Association of Colleges and Schools Commission on Colleges at 1866 Southern Lane, Decatur, GA 30033-4097, by calling (404) 679-4500, or by using information available on SACSCOC's website at www.sacscoc.org.