Dear Mr. Guo:

Subject: Virginia Tech Contract # TS-041-13
Commodity/Service: Educational Representatives

In accordance with the contract renewal provision contained in the subject contract, Virginia Tech is renewing the contract for an additional year. The contract will now expire October 24, 2017.

The attached form shows your company information as listed in the university's vendor database. If any of this information changes, please make corrections directly on the form, and return to me. It is essential that this information be accurate in order for payments to be processed in a timely manner.

We look forward to working with you for an additional year.

Sincerely,

[Signature]
Kimberly Dulaney, CPSM, CUPO
Assistant Director & Contracts Manager
Telephone: (540) 231-8543

[Attachment]
[Copy]
F. M. Pro
Bryan Ducote

Approved: [Signature]
Kimberly Dulaney, CPSM, CUPO
Assistant Director Contracts Manager

Date: May 13, 2016

May 13, 2016
Can Achieve IES Education Consultants, LTD

<table>
<thead>
<tr>
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<tbody>
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<td>(Company Name as it appears with your Federal Taxpayer Number)</td>
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Can Achieve IES Education Consultants, LTD

<table>
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<tr>
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<td>(Company name as it appears on your invoice)</td>
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**PURCHASE ORDER ADDRESS:**

Room 802, JJianwai SOHO Tower B

<table>
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<th>P O BOX ADDRESS 1</th>
<th>PAYMENT P O BOX ADDRESS 1</th>
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</thead>
<tbody>
<tr>
<td>No 39 Dongsanhuan Zhonglu</td>
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</table>

**STREET ADDRESS 2**

Chaoyang Dist Beijing 10000292 China

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</table>

William Guo

<table>
<thead>
<tr>
<th>CONTACT PERSON</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

**EMAIL**

Kim Dulaney

**PHONE NUMBER**

01058699445-8031

**TOLL FREE NUMBER**

01058694171

**FAX NUMBER**


June 24, 2015

William Guo
Can Achieve IES Education Consultants, LTD
Room 802, Jianwai SOHO Tower B
No. 39 Dongsanhuan Zhonglu
Chaoyang Dist Beijing 1000292 China

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Assistant Director & Contracts Manager
Telephone: (540) 231-8543

KDD/kbl

Attachment

c: F.M. Pro
Bryan Ducote
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<td>William Guo</td>
</tr>
<tr>
<td><strong>EMAIL</strong></td>
<td></td>
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<tr>
<td><strong>FEDERAL TAXPAYER NUMBER</strong></td>
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</tr>
<tr>
<td><strong>PHONE NUMBER</strong></td>
<td>01058694171</td>
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William Guo  
Can Achieve IES Education Consultants, LTD  
Room 802, Jianwai SOHO Tower B  
No 39 Dongshangan Zhonglu  
Chaoyang Dist Beijing 10000292 China  

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Telephone: (540) 231-8543  

KDD/kbl  

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c: F.M. Pro  
Bryan Ducote
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STREET ADDRESS 2
Chaoyang Dist Beijing 10000292 China
CITY
STATE ZIP CODE

William Guo
**CONTACT PERSON**

--- **for office use** ---

Kim Dulaney

--- **for office use** ---

**FEDERAL TAXPAYER NUMBER**

--- **FEDERAL TAXPAYER NUMBER** ---

--- **FEDERAL TAXPAYER NUMBER** ---

--- **FEDERAL TAXPAYER NUMBER** ---

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--- **PAYMENT P O BOX ADDRESS 1** ---

--- **PAYMENT STREET ADDRESS 2** ---

--- **CITY** ---

STATE ZIP CODE

--- **STATE** ---

--- **ZIP CODE** ---

**PHONE NUMBER**
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--- **TOLL FREE NUMBER** ---

--- **FAX NUMBER** ---
01058694171
VIRGINIA TECH LANGUAGE AND CULTURE INSTITUTE
EDUCATIONAL REPRESENTATIVE AGREEMENT
ADDENDUM A

This Addendum updates the October 25, 2012 agreement by and between Virginia Polytechnic Institute and State University, through its Virginia Tech Language and Culture Institute, hereinafter referred to as VTLCI, and Canachieve IES (Beijing) Consultants Ltd., hereinafter referred to as EDUCATIONAL REPRESENTATIVE (the "Agreement"). effective April 1, 2014.

- **Contract Amendment One:** - Section #7 in the Agreement is replaced by the following:

7. **Marketing Fee Structure:** In consideration of the above services rendered and continuing efforts on the part of the EDUCATIONAL REPRESENTATIVE to promote VTLCI programs, VTLCI agrees to pay EDUCATIONAL REPRESENTATIVE a marketing fee for each student recruited by EDUCATIONAL REPRESENTATIVE into its Intensive English or Conditional Admission programs. Said marketing fee will be calculated on the following:

   - Through January 1, 2016, 30% of net tuition income for each term attended (not enrolled) for up to six terms at its Radford University location. Effective January 1, 2016, the marketing fee for the Radford University location shall be reduced to 20% of net tuition income for the balance of six terms.
   - 20% of net tuition income for each term attended (not enrolled) for up to six terms at its Northern Virginia Center location.
   - 15% of net tuition income for each term attended (not enrolled) for up to six terms at its Blacksburg campus location.

Marketing fees will not be paid concurrently for enrollment in Intensive English and Conditional Admission Programs. For purposes of this Agreement, "net tuition income" shall mean published tuition less adjustments to account for any applicable discounts or students who do not complete a full term. Marketing fees do not apply to special groups quoted on a net tuition basis (see Section #10, Special Groups.) Marketing fees are not paid for government-sponsored students. Alternative remuneration arrangements may be made with the EDUCATIONAL REPRESENTATIVE by separate agreement for other published VTLCI courses.

- **Contract Amendment Two:** - The following clause shall be added to the Agreement as new Section #7a:

7a. **Radford University Location Marketing Services:**

   1) Canachieve will provide marketing services exclusively to the benefit of establishing VTLCI's location at Radford University at $30,000 per year for the period from April 1, 2014 through December 31, 2015. This amount is in addition to the marketing fees set forth in Section #7. Canachieve will bill VTLCI on a schedule of April 30, August 31 and December 31 in the amount of $10,000 for services rendered the prior four months. In no case shall the amount payable to Canachieve for these additional marketing services specific to VTLCI's Radford University location exceed $60,000 in total.
VTLCI reserves the right to terminate this Agreement upon written notice to Canachieve for non-performance or under-performance of the agreed scope of work, as outlined at Section 3 below, at the discretion of the VTLCI director. In the event of termination, payment due as of the end of the current four-month period in progress at the time of termination shall constitute the remaining balance due on the Agreement.

3) Use of the Radford University logo: The Radford University logo is a registered trademark. EDUCATIONAL REPRESENTATIVE agrees not to reproduce, copy, or create materials bearing the Radford University logo for promotional or other purposes, without the prior review of such use and written approval by Radford University. No trademark license is hereby granted to the EDUCATIONAL REPRESENTATIVE by any term in this Agreement.

4) The scope of work to be completed under this Agreement is as follows:

<table>
<thead>
<tr>
<th>Period</th>
<th>Recruitment and Marketing plan</th>
</tr>
</thead>
</table>
| April 2014 through June 2014, January 2015 through March 2015 | • Assigning two dedicated marketing specialists scope of work based on market division by region (South and North China)  
• Conducting internal training on program and marketing  
• Intensifying case processing team's knowledge of Radford’s admission procedure and collaboration with VTLCI/Radford’s admission team  
• Designing and Editing VTLCI/Radford’s flyers and brochures of Chinese version in coordination with VTLCI  
• Organizing VTLCI/Radford’s promotion campaign hosted by VTLCI/Radford’s recruitment team in Beijing, Shanghai, Guangzhou and Wuhan, targeting to licensed companies  
• Arranging VTLCI/Radford’s flyers and brochures to be couriered to all licensed companies and schools offering joint programs  
• Paying visits to licensed companies and schools in Beijing, Shanghai, Guangzhou and Wuhan  
• Participating CIEET (Beijing)  
• Paying visits to Canachieve’s existing network of company partners and participating their Fall education fairs and information sessions; conducting first-round program training  
• Following up with applicants of Winter 2014 entry, organizing pre-departure orientation for newly registered students to increase enrollment rate  
• Collecting feedback from students and parents to further improve our services  |
| April 2014 through June 2014 | • Developing our recruitment network and recruitment tools via social media  
• Intensifying connection with joint programs  
• Organizing first-round on-spot interview and admission events hosted by VTLCI/Radford’s admission team  |
| April 2014 through June 2014, March 2015 through April 2015 | • Paying visits to Canachieve’s existing network of company partners and participating their Spring education fairs and information sessions; conducting second-round program training  
• Following up with applicants of Summer 2014 entry, organizing pre-departure orientation for newly registered students to increase enrollment rate  |
### VTLCI EDUCATIONAL REPRESENTATIVE AGREEMENT

**Page 3 of 4**

- Arranging VTLCI/Radford's recruitment team to visit key companies and schools
- Conducting comprehensive analysis and evaluation of turnouts of past months' work
- Organizing second-round on-spot interview and admission events hosted by VTLCI/Radford's admission team
- Initiating discussion on the coming year's recruitment plan with VTLCI/Radford's recruitment team

#### May 2014, May 2015
- Organizing program campaign and information sessions focusing on high school graduates (who just finish National University Entrance Examination)
- Paying visits to Canachieve's existing network of company partners and participating company partners' Summer education fairs and information sessions

- Following up with applicants of Fall 2014 entry, organizing pre-departure orientation for newly registered students to increase enrollment rate
- Completing and submitting yearly recruitment report

### List of Cities to be Visited
The following covers most municipality cities and capital cities

<table>
<thead>
<tr>
<th>South China</th>
<th>North China</th>
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<tbody>
<tr>
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<tr>
<td>NANCHANG</td>
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<td>HEFEI</td>
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<td>WUHAN</td>
<td>KUNMING</td>
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<td>CHONGQING</td>
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<td>CHENGDU</td>
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<td>HAIKOU</td>
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<td>GUANGZHOU</td>
<td>BEIJING</td>
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<td>DALIAN</td>
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<td>BAOTOU</td>
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### List of Advertising
The following covers media we are currently working with:

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<td><a href="http://WWW.QQ.COM">WWW.QQ.COM</a></td>
</tr>
<tr>
<td><a href="http://WWW.SOHO.COM">WWW.SOHO.COM</a></td>
<td><a href="http://WWW.BAIDU.COM">WWW.BAIDU.COM</a></td>
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<table>
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<th>Print Media</th>
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<tbody>
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<td>Beijing Evening News</td>
<td>Shanghai Times</td>
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<td>Beijing Youth Daily</td>
<td>Shanghai Youth Daily</td>
</tr>
<tr>
<td>Beijing Morning Post</td>
<td>Southern Metropolis Daily</td>
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<tr>
<td>Xinmin Evening News</td>
<td>Guangzhou Daily</td>
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<td>Shanghai Morning Post</td>
<td>Yangcheng Evening News</td>
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<tr>
<td>Metro Express</td>
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</tbody>
</table>

### Canachieve's Responsibilities
- Designate marketing team providing exclusive services towards licensed partners
- Provide licensed partners training on program and marketing techniques and how to answer pertinent questions and concerns
- Participate in education fairs and other marketing activities of licensed partners
- Provide licensed partners complimentary marketing tools including flyers and brochures
- Update licensed partners with VTLCI/Radford's information on programs, admission and career opportunities
- Monitor admission process and progress for applicants originating from licensed partners

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**VIRGINIA POLYTECHNIC INSTITUTE AND STATE UNIVERSITY**

An equal opportunity, affirmative action institution
VTLCI EDUCATIONAL REPRESENTATIVE AGREEMENT

partners
- Provide VTLCI/Radford Recruitment Team yearly marketing and recruitment plan.
- Implement agreed upon marketing and recruitment plan.
- Provide VTLCI/Radford Recruitment Team periodic reports as requested.
- Ensure the completeness and accuracy of applicants' information by maintaining a database. Provide VTLCI/Radford team full access to database.
- Advise VTLCI/Radford's recruitment team on their recruitment travel plans and make arrangements accordingly.
- Canachieve may invoice VTLCI for reimbursement for travel costs made for members of the VTLCI/Radford Recruitment team. Such travel costs must be approved in advance by VTLCI and are subject to Commonwealth of Virginia travel guidelines.

Except as modified by this Addendum, the Agreement remains unchanged and in full force and effect.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date written above.

FOR EDUCATIONAL REPRESENTATIVE:

Signature: [Signature]
Name: [Name] Date: [Date]
Title: [Title]

FOR VIRGINIA TECH:

Signature: [Signature]
Date: [Date]
Title: [Title]

Signature: [Signature]
Date: [Date]

VIRGINIA POLYTECHNIC INSTITUTE AND STATE UNIVERSITY
An equal opportunity, affirmative action institution
William Guo  
Can Achieve IES Education Consultants, LTD  
Room 802, JJianwai SOHO Tower B  
No 39 Dongsanhuan Zhonglu  
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Telephone: (540) 231-8543

KDD/kbl

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c: F.M. Pro  
Bryan Ducote

Approved  
W. Thomas Kaloupek  
Director of Procurement

Invent the Future  
VIRGINIA POLYTECHNIC INSTITUTE AND STATE UNIVERSITY  
An equal opportunity, affirmative action institution
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**FULL LEGAL NAME**
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**CITY**

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**ZIP CODE**

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**CONTACT PERSON**

**EMAIL**

**FEDERAL TAXPAYER NUMBER**

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(If different than ID# above)

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1. Purpose: VTLCI, wholly-owned and operated by Virginia Polytechnic Institute and State University, otherwise known as Virginia Tech, teaches English as a Second Language to international students. VTLCI secures students for enrollment in its programs by solicitation and by referrals, both in the U.S. and in foreign countries. VTLCI wishes to make its programs of study in the United States more widely known and available abroad to potential students. EDUCATIONAL REPRESENTATIVE desires to represent VTLCI and its programs on a non-exclusive basis for the purpose of securing students on behalf of VTLCI, and to be compensated for such services on a per student, per term basis.

2. Educational Representative Responsibilities: EDUCATIONAL REPRESENTATIVE is expected by VTLCI to counsel students in a knowledgeable and ethical manner in accordance with published program guidelines and student counseling information. Counseling shall include: giving complete and accurate information about VTLCI programs, course structure, fee schedules, acceptable payment mechanisms, and admission policies; helping students complete the application process; providing pre-departure orientation for students including visa requirements and program options; forwarding all necessary forms and documents to VTLCI; assisting students with visa processing and housing arrangements; submitting invoices to VTLCI for marketing fees; ensuring all students have medical insurance or will purchase it immediately upon arrival and prior to the start of classes; and providing other incidental services as may be requested by VTLCI in writing. EDUCATIONAL REPRESENTATIVE warrants that it has the necessary knowledge and infrastructure to provide such services in a professional manner. EDUCATIONAL REPRESENTATIVE shall submit a cover sheet or letter on company letterhead to VTLCI establishing the relationship between the student and the EDUCATIONAL REPRESENTATIVE upon application of its students to VTLCI.

3. Reasonable Fees: Any charges to a prospective student by the EDUCATIONAL REPRESENTATIVE for consulting services must be fair and reasonable. Upon request by VTLCI, EDUCATIONAL REPRESENTATIVE will provide written disclosure of any such fees within 30 days of request. VTLCI retains the right to terminate this agreement (see Section 12, Term and Termination) for the reason of unethical conduct should EDUCATIONAL REPRESENTATIVE be found charging for consulting in excess of 200% of the VTLCI application fee.

4. Best Efforts: EDUCATIONAL REPRESENTATIVE agrees to actively promote the VTLCI Intensive English program by including mention of this program on its website, in its catalog and in other promotional literature. Any such materials including the name of VTLCI, however, shall be subject to the prior approval of VTLCI. VTLCI agrees to cooperate with EDUCATIONAL REPRESENTATIVE in designing and promoting special programs for international students for the mutual benefit of EDUCATIONAL REPRESENTATIVE and VTLCI.

5. Admission to Virginia Tech Degree Programs: Admission to Virginia Tech for undergraduate or graduate studies is a separate process from admission to VTLCI. EDUCATIONAL REPRESENTATIVE understands and agrees that VTLCI courses are not part of the Virginia Tech degree program, and that this agreement in no way applies to admissions to Virginia Tech degree programs. Virginia Tech graduate and undergraduate admissions offices DO NOT employ
VTLCI EDUCATIONAL REPRESENTATIVE AGREEMENT
Page 2 of 4

educational representatives for recruiting purposes. No guarantee is made that VTLCI students will be offered admission to Virginia Tech.

6. **Non-discrimination/Accommodations for Disabilities:** Virginia Tech does not discriminate against employees, students, or applicants on the basis of age, color, disability, gender, national origin, political affiliation, race, religion, sexual orientation or veteran status. Individuals with questions concerning discrimination should contact the Virginia Tech Equal Opportunity/Affirmative Action Office. EDUCATIONAL REPRESENTATIVE understands and agrees to obtain the advance written approval of the VTLCI Director prior to enrolling any person with disability requiring auxiliary aids, services, or other accommodations for this disability.

7. **Marketing Fee Structure:** In consideration of the above services rendered and continuing efforts on the part of the EDUCATIONAL REPRESENTATIVE to promote the VTLCI program, VTLCI agrees to pay EDUCATIONAL REPRESENTATIVE a marketing fee for each student recruited by EDUCATIONAL REPRESENTATIVE into the VTLCI “Intensive English” program. Said marketing fee will be calculated as 20% of net tuition income for each term attended (not enrolled) for up to six terms at its Falls Church Northern Virginia Center location, and as 15% of net tuition income for each term attended (not enrolled) for up to six terms at its Blacksburg main campus location. For purposes of this Agreement, “net tuition income” shall mean published tuition less adjustments to account for any applicable discounts or students who do not complete a full term. Marketing fees do not apply to special groups quoted on a net tuition basis (see Section #10, Special Groups.) Marketing fees are not paid for government-sponsored students. Alternative remuneration arrangements may be made with the EDUCATIONAL REPRESENTATIVE by separate agreement for other published VTLCI courses.

8. **Marketing Fee Payment:** EDUCATIONAL REPRESENTATIVE shall submit an invoice on company letterhead for each VTLCI term for which payment is sought, listing by name the EDUCATIONAL REPRESENTATIVE-referred students enrolled that term, the gross tuition income received by VTLCI from each student, and the net tuition income payable to the EDUCATIONAL REPRESENTATIVE pursuant to terms in Section #7 above. VTLCI shall make payment to EDUCATIONAL REPRESENTATIVE, less adjustments for students who did not complete the full term, by check drawn on a U.S. bank within 45 days of either receipt of invoice or conclusion of the term, whichever date is later.

9. **Tuition Payment and Retention of Marketing Fees:** EDUCATIONAL REPRESENTATIVE acknowledges and agrees that all tuition and fees each term are to be paid in full before that term begins. VTLCI will not extend credit to any student. Students shall be advised that acceptable forms of payment include credit card and check drawn in U.S. dollars from a U.S. bank. In the event VTLCI permits payment of tuition and fees on the student’s behalf through EDUCATIONAL REPRESENTATIVE, EDUCATIONAL REPRESENTATIVE shall not retain anticipated marketing fee remuneration, in whole or in part, from such payment.

10. **Special Groups:** For summer study groups where VTLCI provides customized study programs for students taught separately from full-time VTLCI students, VTLCI will provide net prices to EDUCATIONAL REPRESENTATIVE for specific numbers of students per group. As such groups are not part of the Intensive English program, they are not eligible for marketing fees.

11. **Tax Identification:** If VTLCI pays to a U.S. address or a U.S. bank, VTLCI requires a tax ID number or a social security number and will issue a Form 1099 annually. If payment is made to a non-U.S. person or entity, VTLCI will require that EDUCATIONAL REPRESENTATIVE complete an IRS Form W-8BEN or similar document.

12. **Term and Termination:** This agreement is in effect for a twelve (12) month period commencing on October 25, 2012 and will be automatically renewed for a successive twelve (12) month period unless either party gives the other party sixty (60) days’ prior written notice of its intent not to renew. The agreement may be terminated at any time by either party upon thirty (30) days’ prior written notice, or immediately upon material breach. EDUCATIONAL REPRESENTATIVE may be deemed to be in material breach for unethical practices or lack of product knowledge. The obligations of the parties shall exist to the date of termination to the extent necessary to meet obligations to EDUCATIONAL REPRESENTATIVE students.
13. Notices: All notices or payments required to be given under this Agreement shall be deemed hand-delivered, sent by United States Certified or Registered Mail, or sent by other means that afford the sender evidence of delivery, or of rejected delivery, postage prepaid. Notices shall be deemed received on the date of actual delivery.

Notices to VTLCI shall be addressed as follows:

Director
Virginia Tech Language and Culture Institute
840 University City Blvd, Suite 2 (0273)
Blacksburg, Virginia 24061

Notices to the EDUCATIONAL REPRESENTATIVE shall be addressed as follows:

William Guo
Vice General Manager, Canacheive IES (Beijing) Consultants Ltd.
802, Tower B, JianWai SOHO, Office Building
Chaoyang District Beijing 100022, China
Tel: (010)58694449-8031
Fax: (010)58694171
E-mail: williamguo@can-achieve.com.cn

Parties agree to inform the other party of any change in address by written notice.

14. Rights to Promotional and Counseling Materials: Virginia Tech owns and/or holds all rights including, but not limited to, copyright on all materials VTLCI may make available to EDUCATIONAL REPRESENTATIVE for promotion and counseling purposes. EDUCATIONAL REPRESENTATIVE acknowledges and agrees not to make any changes in such materials without the prior written consent of the VTLCI Director. EDUCATIONAL REPRESENTATIVE shall use only materials provided by VTCLI in marketing or promoting VTLCI's programs.

15. Use of the Virginia Tech Logo: The Virginia Tech logo is a registered trademark. EDUCATIONAL REPRESENTATIVE agrees not to reproduce, copy, or create materials bearing the Virginia Tech logo or any other Virginia Tech marks that now exist or may exist during the term of the Agreement, for promotional or other purposes, without the prior review of such use and written approval by Virginia Tech. No trademark license is hereby granted to the EDUCATIONAL REPRESENTATIVE by any terms in this Agreement.

16. Resolution of Disputes: EDUCATIONAL REPRESENTATIVE and VTLCI agree to attempt to resolve any dispute or controversy or claim arising from interpretation or application of this Agreement.

17. Relationship of Parties: EDUCATIONAL REPRESENTATIVE acknowledges and agrees that EDUCATIONAL REPRESENTATIVE is an agency and not an independent contractor, franchisee, partner or joint venturer with VTLCI or Virginia Tech for any purpose, and EDUCATIONAL REPRESENTATIVE agrees to refrain from representing itself otherwise. EDUCATIONAL REPRESENTATIVE understands that it is not authorized and shall not make any agreement, contract or representation on behalf of VTLCI or Virginia Tech or create any obligation, express or implied, on the part of VTLCI or Virginia Tech, outside of representing VTLCI according to published program guidelines and student counseling information.

18. Indemnification: EDUCATIONAL REPRESENTATIVE hereby agrees to indemnify and hold Virginia Tech, and its officers, agents and employees, harmless from any and all claims, demands, liabilities, lawsuits or damages in any way arising out of or based upon the activities or omissions of EDUCATIONAL REPRESENTATIVE or any EDUCATIONAL REPRESENTATIVE student or employee, under this Agreement, including, without limitation, claims for refund of tuition and fees.
19. Governing Law: This agreement shall be governed by and interpreted in accordance with the laws of the Commonwealth of Virginia. Venue of any action involving or based upon this agreement shall be Montgomery County, Virginia, U.S.A.

20. Compliance with Laws: EDUCATIONAL REPRESENTATIVE agrees that, throughout the Term hereof, it will abide by all applicable laws.

21. Entire Agreement: This document constitutes the entire Agreement of the parties on the matters covered, and supersedes all previous written or oral agreements. No modification or waiver of the terms of this Agreement shall be effective unless in writing and signed by both parties.

EDUCATIONAL REPRESENTATIVE DETAILS

William Guo  
Vice General Manager. Canachieve iES (Beijing) Consultants Ltd.  
802, Tower B, JianWai SOHO, Office Building  
Chaoyang District Beijing 100022. China  
Tel: (010)5869445-8031  
Fax: (010)58694171  
E-mail: williamguo@can-achieve.com.cn

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date written above.

FOR EDUCATIONAL REPRESENTATIVE:

Signature: ___________________________ Date: 11/02/12

Name: William Guo  
Title: Vice General Manager

FOR VIRGINIA TECH:

Signature: ___________________________ Date: 12/20/13

Name:  
Title:  

Signature: ___________________________ Date: 6/14/2013

Name:  
Title:  

VIRGINIA POLYTECHNIC INSTITUTE AND STATE UNIVERSITY  
An equal opportunity, affirmative action institution
MEMORANDUM

TO: Bryan Ducote
FROM: Kim Dulany
SUBJECT: Contract For Educational Representatives

Enclosed is your copy of the subject contract.

Following is a summary of pertinent information related to this contract:

Contractor Business Address:
Can Achieve IES Education Consultants, LTD
Room 802, Jianwai SOHO Tower B
No 39 Dongsanhuang Zhonglu
Chaoyang Dist Beijing 1000292 China

Payment Address:
Same

Contact Person: William Guo
E-Mail Address: NA
Telephone Number: 0105869445-8031
Fax Number: 01058694171
Contract Number: TS-041-13
Contract Period: October 25, 2012 thru October 24, 2013 with Continual, One-year renewal options
Payment Terms: Net 30
F.O.B.: NA
Prices: See Contract

This will serve as your authority to make purchases against this contract.

If the need arises to modify the contract, please complete the attached Request For Contract Modification form and return it to me.

Notify Procurement Department if Contract Administrator Changes

Also enclosed is a blanket purchase order.

If you should have questions, please contact me at 1-8543.

KDD/kbl

June 17, 2013
Contract Administrator Responsibilities

Notify Procurement Department if Contract Administrator Changes

PLEASE RETAIN FOR YOUR RECORDS.

This note is being sent to outline the Do's and Don'ts of contract administration. You have been named as the Contract Administrator in the attached contract(s). Contract administration involves ongoing activities that should be performed after a contract has been awarded to ensure that the Contractor and Virginia Tech are meeting the requirements of the contract.

The Contract Administrator is responsible for ensuring that all contract provisions are being followed. The Administrator assures quality, documents nonperformance if any, facilitates problem resolution, and coordinates actions with Procurement Department (contract renewals, contract amendments, and contract terminations) and legal staff when necessary. This includes:

- Monitoring the contractor's performance and interfacing with the contractor's representatives
- Formally meeting on a periodic basis with the contractor to review performance
- Verifying that invoices are consistent with contract terms
- Maintaining appropriate records, including documentation of any non-conformance or other issues that may have occurred with the contractor and resolution as a result thereof, including any significant events during the contract term
- Contacting Procurement Department for any issues, complaints, or disputes that cannot be resolved at the department level
- Working with Procurement Department to determine if contract should be renewed (if applicable)
- Avoiding conflicts of interest and maintaining appropriate standards of conduct
- Coordinating with other university units who are users of the contract
- Documenting receipt of revenue and rebates (if applicable)

Some of these duties may be delegated to others in your organization. For example, inspection of contractor invoices may take place in your business office. You need to be knowledgeable of the delegated process such as who is doing what and do they have the information necessary to accomplish their responsibilities.

All contracts require that any change to the terms of the contract be made in writing and be accepted by both the contractor and Virginia Tech before the change is binding. Contract Administrators are not empowered to make changes to the terms of the contract. For example, you are not authorized to change the price or add additional services. If there is a need to add or delete services, changes should be communicated to the Procurement Officer, who will prepare a written contract modification. The same applies for renewing contracts for additional time periods.

Thank you for your efforts to ensure this contract meets the needs of the Virginia Tech. If you have any questions, contact the Procurement Officer assigned to this contract.

Thank you,

Kimberly Dunaney

1-813-3

VIRGINIA POLYTECHNIC INSTITUTE AND STATE UNIVERSITY
An equal opportunity affirmative action institution
Request for Contract Modification

Return Form to: Procurement Department (MC 0333)

Please retain a copy of this for your files.

Department: __________________________ Date: __________________________

Contract Number: __________________________ Contractor: __________________________

Signature of person authorized to sign requisition:

I. DESCRIPTION OF MODIFICATION:
   A. Add to Contract:

   B. Delete From Contract:

   C. Other:

II. REASON FOR MODIFICATION:
Dear Mr. Guo:

Subject: Virginia Tech Contract #TS-041-13

Enclosed is a fully executed copy of the contract for the Educational Representatives.

The attached form shows your company information as listed in the university's vendor database. If any of this information changes, please make corrections directly on the form, and return to me. It is essential that this information be accurate in order for payments to be processed in a timely manner.

We look forward to working with you during the term of this contract.

Sincerely,

Kimberly Dulany
Assistant Director & Contracts Manager
Telephone: (540) 231-8543

cc: Bryan Ducote
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<tr>
<th>Field</th>
<th>Information</th>
</tr>
</thead>
<tbody>
<tr>
<td>Company Name</td>
<td>Can Achieve IES Education Consultants. LTD</td>
</tr>
<tr>
<td>FULL LEGAL NAME</td>
<td>(Company Name as it appears with your Federal Taxpayer Number)</td>
</tr>
<tr>
<td>BUSINESS NAME/ DBA NAME/ TA NAME</td>
<td>(If different than Full Legal Name)</td>
</tr>
<tr>
<td>BILLING NAME</td>
<td>(Company name as it appears on your invoice)</td>
</tr>
<tr>
<td>Purchase Order Address</td>
<td>Room 802, Jianwai SOHO Tower B</td>
</tr>
<tr>
<td></td>
<td>No 39 Dongshanhuan Zhonglu</td>
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<tr>
<td></td>
<td>Chaoyang Dist Beijing 10000292 China</td>
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<tr>
<td></td>
<td>William Guo</td>
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<tr>
<td>Contact Person</td>
<td></td>
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<tr>
<td>Payment Address</td>
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