



Business Development Partner Agreement

This Business Development Partner Agreement is made between Multiversity Ltd whose registered office is situated at Multiversity Limited 221 Roughton Road, Cromer, Norfolk NR27 9LQ and Kenya Christian School For The Deaf P.O.Box 29321-00100 Nairobi Kenya (hereinafter referred to as the Business Development Partner, BDP)

The parties agree as follows:

1) Purpose

Multiversity wishes to appoint the Business Development Partner to promote and market Multiversity's products and services to students in the area/region/country designated in Schedule B of this Agreement.

The purpose of this agreement is to lay out the responsibilities of both parties and the terms of remuneration, duration, termination and governing law.

2) Responsibilities and Rules

The BDP:

- a) May not change the fees or other charges of Multiversity.
- b) May not charge additional fees to learners.
- c) May not discuss policies and similar internal information of Multiversity with any individual or organisation that is not affiliated with Multiversity, unless agreed by a Director of Multiversity.
- d) May not bind Multiversity contractually or obligate Multiversity in any way.
- a) May not in any published information or in any orally delivered information omit any fact which could reasonably be of material relevance to a prospective learner where the omission might be construed as misleading.
- b) May not delegate any of his responsibilities to a third party.
- c) Will promote Multiversity's brand and products/services to prospective students in a professional and ethical manner.
- d) Will provide accurate and timely advice to prospective students.
- e) Will provide Multiversity's promotional materials to potential students.

- f) Will provide appropriate assistance to students in completing their applications to Multiversity.
- g) Will provide appropriate assistance to Multiversity in checking the identity of learners.
- h) Will provide a bi-monthly progress report on work undertaken on behalf of the Multiversity.
- i) Will ensure that all claims made about it and Multiversity are capable of being substantiated.
- j) Will promote themselves and Multiversity fairly and without recourse to negative statements about other educational institutions.
- k) Is permitted to use the name, style, brand and logo/s of Multiversity within agreed guidelines and for approved purposes only.
- l) Shall not alter, amend or cause the name, style, brand and logo/s of Multiversity to be used in an inappropriate manner or cause them to be treated in an inappropriate manner by a third party.
- m) Does not have any authority to amend the terms and conditions of any Service Contract offered to a student by Multiversity.
- n) Will not promote any other organisations' products which are (in the view of Multiversity) of a similar nature and type to those offered by Multiversity.

3) General Undertakings

The BDP covenants with Multiversity that it:

- a) Will perform all reasonable obligations imposed upon it by Multiversity in this or by or under any Service Contract entered into with Multiversity.
- b) Will retain for a period of three years all books, accounts and records which directly relate to all matters which are the subject of this Agreement including Service Contracts.
- c) Will permit Multiversity at any reasonable time by any authorised person to inspect the books, accounts and bank records of the BDP and take copies of the same in respect of their dealings and transactions with Multiversity.
- d) Will use at least 10% of the revenue generated from commission received from Multiversity for further marketing and promotion of Multiversity products and services to learners.

4) Core Responsibilities of Multiversity

Multiversity will:

- a) Undertake to provide **BDP** with appropriate and suitable marketing materials in electronic form (for printing locally) during the period of this Agreement.
- b) Subject to the aforementioned and unless otherwise agreed in writing, the cost of all marketing undertaken by the BDP on behalf of Multiversity will be borne by the BDP.

5) Remuneration of Business Development Partner

Multiversity contracts with the BDP to:

- a) Pay the BDP a fee amounting to 15% of the fee received by Multiversity for each student the BDP has referred. The fee received (as the basis for calculation) will be taken as inclusive of value added tax (or local equivalent)

6) Duration

This Agreement will come into effect when signed by both parties and will remain in effect for three years from such date. The Agreement will be reviewed thereafter and this Agreement may be renewed if mutually agreed.

9) Termination

This Agreement can be terminated by either party, if a material breach of any of the terms has been made by a party, with ten working days' written notice. This Agreement may also be terminated by either party for any reason or no reason if the terminating party gives the other party at least 3 months written notice of its intention to terminate the Agreement.

10) Indemnification

The BDP agrees to indemnify Multiversity, its affiliates, its and their direct and indirect customers, and the officers, directors, employees, successors and assigns of any of them from and against all third party claims, losses, damages, expenses (including reasonable lawyer fees), liabilities, suits, demands or liens that in any way arise out of, relate to or result from wilful misconduct, negligence or breach of its obligations under this Agreement. This Clause survives the expiration or earlier termination of this Agreement.

11) Confirmations

The BDP confirms that it has attained all consents and licences necessary or appropriate in relation to the entry into or performance of this Agreement and has agreed to act in accordance with all legal and other regulatory

requirements in connection therewith. Further, the BDP confirms that they will be responsible for the payment of any local taxes and charges.

The BDP confirms that, if this Agreement is not extended or renewed or is otherwise terminated, then Multiversity will not in such circumstances have any liability to the BDP or to any third party for any losses, damages, liabilities, costs or expenses or other amounts and the BDP irrevocably and unconditionally waives any rights to claim for the same (but the foregoing shall be without prejudice to any amounts payable under this Agreement with respect to the period before such termination).

12) Governing Law

This Agreement is governed by the law of England and Wales and each of the parties submits to the exclusive jurisdiction of such courts.

This Agreement may be executed in any number of counterparts and will be effective when each party to this Agreement has executed at least one counterpart, with the same effect as if all signing parties had signed the same document. All counterparts will be construed together and evidence only one agreement.

Schedules

A – Country/Region

Kenya

B – Multiversity Contact Details

John.newell@multiversity.com / joseph.jones@multiversity.com

C – BDP Contact Details

Tel No.+254 202016563

E-mail:kenyachristianschoolforthe deaf@yahoo.com

Execution

For and on behalf of MULTEVERSITY

JOSEPH JONES 24.04.18 (Date)

JOSEPH JONES
For and on behalf of the BDP

Charles Okello.....

(Date: 16th April 2018)

E-SIGNATURE
EMAIL ON FILE