



COOPERATION AGREEMENT

This agreement is effective as of this ____ day of _____ by and between:

Innoworld Learning Centre Pte Ltd, a company incorporated under the law of Republic of Singapore, having its principal office at #11-01, Parkway Centre, 1 Marine Parade Central Singapore 449408, herein after referred to as **INNOWORLD**, which expression unless repugnant to the context or subject thereof shall deem to include its permitted assigns and successors-in-interest.

By

_____, a company registered under the law of Republic of Singapore, having its principal office at _____, Singapore _____, herein after referred to as **Area Partner**, which expression unless repugnant to the context or subject thereof shall deem to include its permitted assigns and successors-in-interest;

Both **INNOWORLD** and **Area Partner** have agreed to cooperate in implementing the Innoworld Art programme by executing this agreement as a formal understanding of their respective rights and obligations.



NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. DEFINITIONS

In this “**Agreement**” in addition to the words and expressions above, unless there is something in the subject or context inconsistent therewith, the following expressions shall have the following meanings.

- “**Agreement**” shall mean this agreement and any and all appendices, schedules, annexes and exhibits attached to it or incorporated in it by reference as may be amended or supplemented from time to time.
- “**Article**” shall mean a section or clause in this agreement.
- “**Area Partner**” shall mean the kindergarten/centre/school appointed by INNOWORLD as having the right to enroll students from both inside and outside the approved kindergarten/centre/school for the Innworld Art programme ;.
- “**Neighborhood**” refers to HDB’s definition of “neighborhood”.
- “**Force Majeure**” shall mean any event due to any cause beyond the reasonable control of the relevant party, including, without limitation, unavailability of any communication system, sabotage, fire, flood, explosion, acts of God, civil commotion, strikes or industrial action of any kind, riots, insurrection, war or acts of government.

2. SCOPE OF THE AGREEMENT

The cooperation covers the following items/clauses:

- **INNOWORLD** and **Area Partner** have agreed to implement “Innoworld Art Programme” at Area Partner’s premises and its vicinity or other Centres under its management.
- **INNOWORLD** is responsible for supplying qualified teacher/s to teach at the approved centre/s under the Agreement;
- **INNOWORLD** will supply required drawing materials through **Area Partner** to the students at a standard price ;
- **INNOWORLD** will supply its existing pamphlets/ flyers to **Area Partner** to assist **Area Partner** promotion and marketing the said programme whenever necessary; It will also conduct “meet the parents session and free trial drawing lessons” together with the Centre.
- **Area Partner** will recruit students from its own Centres and outside the Centre for the Innovative Art Drawing classes..
- **Area Partner** is responsible for providing properly equipped classroom with furniture and collecting the tuition and materials fees from the students



- **INNOWORLD** appoints **Area Partner** to promote, market and implement the Innoworld Art programme.
- **INNOWORLD's** teacher will take proper care of the furniture inside the classroom where Innoworld Art lesson is held;
- **INNOWORLD** will provide all the necessary support to Area Partner in the implementation of the Innoworld Art programme
- **Area Partner** is responsible for maintaining proper records on students and fees collected to facilitate auditing where necessary, appropriate insurance policy and safety measures for the teachers and students.

3. TERM

This agreement shall be valid for a period of two years from the effective date set out above, subject to renewal for subsequent term, unless expressed otherwise by either party via a written notice not later than 30 days prior to the ended date of the two- year period.

4. FEES & PAYMENT

4.1 Area Partner will share the tuition fee collected in the following manner :

- a. 35% of tuition fee if the total number of students exceeds 25 .
- b. 30% of tuition fee if the total number of students is 25 or below

4.2 **Area Partner** will forward payment to **INNOWORLD** based on the fees collected during the term (stated below) and shall be done within:

- c. 1 week from the end of each term comprising 4 weeks.
- d. A list of collection with students' names are to be submitted in a prescribed format.

5. WARRANTIES AND OBLIGATIONS

Each party warrants that:

- It will provide each other fullest cooperation and assistance in the successful implementation of the Innoworld Art Programme.
- It shall at all times observe and comply with all applicable regulations by-laws and conditions of any government, regulatory body and/or competent authority in each applicable jurisdiction at its own costs including without limitation, the observance and compliance with all applicable licensing, customs, censorship regulations and laws, including the procurement, maintenance and renewal of all appropriate licenses, permits and approvals which are required or necessary for either party to offer, provide, sell, deal in and advertise the Product;
- It shall ensure the accuracy and/or validity of each party's materials and all information or data relating to the Programme or as otherwise transmitted to each other's site.
- **Area Partner** must ensure that Innoworld Art programme lessons at its centres are only conducted by qualified teachers from **INNOWORLD**. This clause applies to all centres/school/kindergartens under the management of **Area Partner** and its directors/owners.



6. CONFIDENTIALITY & DISCLOSURE

6.1 No Party hereto ("Recipient") shall disclose or release to any third party any business, financial & technical information, customer data or processes, documents, and other proprietary information (collectively "Confidential Information") of the other Party ("Owner") received or obtained in the course or for the purposes of this Agreement, nor use any Confidential Information for any purpose other than the performance of activities contemplated under this agreement, without obtaining the prior written consent of the Owner, except for:

- Information which was at the time of disclosure, or thereafter falls, in the public domain without willfulness or misconduct of the Recipient;
- Information which, prior to disclosure hereunder, was already in the Recipient's possession either without limitation on disclosure to others or subsequently becoming free of such limitation;
- Information obtained by the Recipient from a third party having an independent right to disclose this information;
- Information which is independently developed by the Recipient; or
- Information which the Recipient is required to disclose by law, order of court, or by the rules or regulations of any stock exchange or relevant regulatory or governing body with jurisdiction over the Recipient.

6.2 The obligations in article 6.1 shall survive the expiry or termination of this Agreement.

7. INDEMNITY

- Without prejudice to any other term or condition in this Agreement, INNOWORLD and Area Partner hereby undertakes and agrees to indemnify each other and hold each other harmless from and against all actions, proceedings, claims, liabilities (including statutory liability), penalties, demands and costs (including without limitation, legal costs of both parties), awards, damages, losses and/or expenses however arising directly or indirectly as a result of:

7.1.1 Any breach or non-performance by either party undertakings, warranties or obligations under this Agreement;

7.1.2 Any claim or proceeding brought by either party's customer against either party in respect of the Training/lessons;

7.1.3 Any act, neglect or default of either party's agents, employees or licensees;

7.1.4 Any claim by any other party arising from or in relation to article 7.1.1 to 7.1.3 above.

- INNOWORLD and Area Partner shall fully indemnify and hold harmless each other against any loss, costs, expenses, demands or liability, whether direct or indirect, arising out of a claim by a third party that either's party marketing materials or training infringes any Intellectual Property rights of the third party.

8 LIMITATION OF LIABILITY

Each party expressly excludes liability to the other party for consequential loss or damage or loss of profit, business, revenue, goodwill or anticipated savings arisen from this cooperation.



9 TERMINATION

Without prejudice to any other provision for termination in this Agreement, each party shall have the right to terminate this Agreement forthwith, by notice in writing to the other party upon the occurrence of any of the following events:

- If the other party commits any breach of any of the terms and conditions of this Agreement and, in case of a breach capable of remedy, fails to remedy the same within thirty (30) days after receipt of a notice in writing giving full particulars of the breach and requiring it to be remedied. For the purposes of this Clause, a breach shall be considered capable of remedy if the other party can comply with the provision in question in all respects other than as to the time of performance (provided that time of performance is not of the essence);
- If the other party engages in fraud or other illegal or unethical activities, or in any activities which the first party, in its reasonable judgment, believes could adversely affect the reputation of the first party;
- If the other party enters into liquidation whether compulsory or voluntary (save for the purpose of amalgamation or reconstruction) or makes an assignment for the benefit of or compounds with its creditors or has a manager or receiver appointed in respect of all or any part of its assets or a petition for winding-up or judicial management is presented against the other party or the other party ceases to carry on any part of its business or threatens to do any of these things;
- With reasons thereof in writing giving notice of 30 (thirty) days notice to each other subjected to both parties consent.

10. NOTICES

- Notices under this Agreement may be delivered by hand, by registered mail, electronic mail or facsimile to the addresses and numbers specified by a Party to the other Party from time to time.
- Notice will be deemed given:
 - In the case of hand delivery or registered mail upon written acknowledgement of receipt by an officer or other duly authorized employee, agent or representative of the receiving party;
 - In the case of facsimile or electronic mail upon completion of transmission as long as the sender's facsimile machine or computer creates and the sender retains a transmission report showing successful transmission.

11. GENERAL

11.1 Binding Effects

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal successors.

11.2 Entire Agreement

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior undertakings, agreements, representations and warranties.



11.3 Force Majeure

Neither INNOWORLD nor Area Partner shall be liable for any failure to perform any of its obligations under this Agreement if the performance is prevented, hindered or delayed by a Force Majeure Event and in such case its obligations shall be suspended for so long as the Force Majeure continues. Each party shall promptly inform the other of the existence of a Force Majeure and shall consult together to find a mutually acceptable solution.

11.4 Non-partnership

Nothing in this Agreement shall be deemed to constitute a partnership OR joint venture between the Parties.

11.5 Variation

No variation or amendment of this Agreement shall bind either party unless made in writing in English language and signed by duly authorized representatives of both parties.

11.6 Severability

If any provision of this Agreement is agreed by the parties to be illegal, void or unenforceable under any law that is applicable hereto or if any court of competent jurisdiction in a final decision so determines, this Agreement shall continue in force save that such provision shall be deemed to be excised here from with effect from the date of such agreement or decision or such earlier date as the parties may agree.

11.7 Waiver

A failure by a Party to exercise or enforce any rights conferred upon it by this Agreement shall not be deemed to be a waiver of any such rights or operate so as to bar the exercise or enforcement thereof at any subsequent time or times.

11.8 Assignment

Either party shall not assign charge or transfer this Agreement or any of its rights and obligations hereunder whether in whole or in part to another party, including to any party who succeeds either party as the operator of each other's site, without the prior written consent of the other party.

12. GOVERNING LAW AND JURISDICTION

- The construction, validity and performance of this Agreement including its enforcement shall be governed by and interpreted in accordance with the laws of Singapore.
- Both parties will make their best endeavor to resolve disputes, controversies, issues or claims by mutual deliberation. Failing which, both parties agree to submit to a mediation or arbitration in accordance with the arbitration rules of the Singapore International Arbitration Centre then in force. The seat of arbitration shall be in Singapore and the language of arbitration shall be in English.



IN WITNESS WHEREOF the parties hereto have hereunto set their hands on the date set out above.

Signed for and on behalf of **INNOWORLD LEARNING CENTRE Pte Ltd**

In the presence of

Name/Position:
Date:

Name/Position
Date:

Signed for and on behalf of _____

In the presence of

Name/Position:
Date:

Name/Position:
Date: