Training Consulting Agreement 培训咨询协议

Party A Kantar Media

甲方:

Party B Voyage Education Technology (Shanghai) Limited

(dba "International Learning Enterprises" and "Ivy League English")

乙方: 遨游教育科技(上海)有限公司

(以"常春藤商务英语"为商号进行运营)

Terms of Service 服务条款

Both parties agree that Party B will provide training consulting services to Party A according to the terms set forth below: 甲乙双方兹同意乙方,依据以下协议内容,向甲方提供培训咨询服务:

1. Term: This Agreement shall commence upon signing by both parties and shall continue for a period

of 12 months ("Term"). The Agreement shall automatically renew every 12 months unless it is terminated in writing by either party. Either party may terminate this Agreement for any reason by giving thirty (30) days written notice to the other party. Notwithstanding the foregoing, if any Programs, which were started during the Term, extend beyond the Term, the terms of this Agreement shall continue to apply to such Programs. Upon termination, Party B

shall refund any unused fees paid in advance to Party A.

协议有效期: 协议在双方签订之日起开始生效,有效期为 12 个月("有效期")。协议在每 12 个月后自

动延续,除非任意一方以书面形式终止本协议。甲乙任意一方可以以任何理由,以书面形式提前 30 天通知另一方,解除协议。尽管有上述规定,如果任何课程时间长度超出有效期,本协议条款应适用于该等课程。本协议一旦终止,乙方应退还甲方任何提前收

取的未使用的学费。

2. Program of Enrollment: Participating students from Party A can enroll in any of PARTY B's current programs

(collectively, "Programs"), with the standard tuition rates and features outlined in **Appendix A: Party B Program Catalogue.** Party B agrees that Party A shall enjoy the Limited Time Discount Tuition rates during the first 12 months of this contract. Party B reserves the right to add to or

edit Program and Course Offerings from time to time.

入学: 甲方参与课程的学员可以自由报名参加乙方当前提供的任何培训项目(以下统称"课程"),

附件 A (乙方课程一览表) 列明了该等课程的标准学费价格及内容。乙方同意甲方在本协议的最初 12 个月应享受限时折扣学费价格。乙方保留时常添加或者修改课程以及课

程设置的权利。

3. Program Duration: The standard duration of study for each program is outlined in Appendix A. Any student

enrolled in the Executive Advancement program who meets the minimum study requirements required for the Advancement Guarantee (see Advancement Guarantee below) may receive a program extension of 1 month upon written request. each student's program shall have a fixed start date and completion date, which shall be determined at the time of

enrolment.

课程时间长度: 每门课程的标准学习时限在附件 A 中作了概述。每位参加"商务英语进阶课程"满足进

阶保证(见下方"进阶保证")的最低学习要求的学员可以书面申请延长课程 1 个月。每位学员的课程有固定的开始日期和结束日期,具体的日期在学员入学时确定。

中世子以的体征有固定的开始自动作组术自动, 关种的自动证子以八字时确定。

4. Products/Features/Benefits: For a description of the products, features and benefits available to students of all Party B's

Programs please see Appendix B: Party B Product Catalogue.

产品/特色/益处: 附件 B(乙方产品目录)列明了乙方全体学员均得以享受的乙方产品、特色和服务。

5. Advancement Guarantee: If, upon completion ** of the program, any student feels that his or her competency level has not advanced at least the guaranteed levels on the ILE Business CEFR*, Party B will provide a

free 1-month extension of the program duration.

* For purposes here of, the student's target level of advancement shall be determined at the time of enrolment, and the student's competency level shall be determined via Party B's

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standard assessment process.

- ** "Completion" of the Executive Advancement program requires each of the following:
- Student was active during the program;
- Student completed an average of suggested live Classes (including Sessions, LIVE Corners, and LIVE Seminars) per week with a certified instructor from Party B;

The 1-month extension and 4 sessions above represents Party B's sole and exclusive remedy available to Party A under this guarantee. This guarantee is available to each student provided he or she has complied with all applicable agreements with Party B including these Terms of Service.

在课程完成时,如果学员未提高保证的级别,乙方将为其提供1个月的免费延期服务和4节课。*学员的目标水平应在入学时评估确定,并依据乙方的标准测试流程来确定。

- **完成商务英语进阶课程须满足以下条件:
- 学员在学习期间内保持活跃学员状态。
- 平均每周与经认证的乙方授课教师完成建议的课堂授课(包含上课、LIVE Corners 和 LIVE Seminars);

以上1个月的免费延期服务为乙方在此保证条款下的所有且唯一的补偿方案。此保证适用于所有满足乙方服务条款和其他适用的协议内容的学员。

Party A shall pay to Party B the tuition per student as outlined in Appendix A. The Total Tuition Due is due in full prior to the setting up of Party A's student accounts. The Total Tuition Due shall include a **non-refundable Account Setup Fee** per person as outlined in Appendix A. The Account Setup Fee shall apply to all students enrolling in Party B Program, including replacements for students whose program was terminated prematurely (see Party A Employee Termination and Party A Employee Inactivity below) for any reason. Tuition rates shall not change during the first 12-month period of the Agreement, but are subject to change after the first 12-month period at Party B's discretion.

甲方应向乙方支付附件 A 中列明的每人的学费。应付学费总额应在甲方学员账户建立之前全额支付。应付学费总额应包括附件 A 中列明的每人的帐户设立费用,是不可退还的。账户建立费用适用于所有报名乙方课程的学生,包括替换以任何理由提前终止课程的学员(见下文中的甲方雇员解雇和甲方雇员休止)。学费在本协议的首个 12 个月期间内保持不变,但在上述 12 个月期间后由乙方有权自行决定是否改变。

Students may be enrolled by Party A at any time during the Term of this agreement by submitting a Purchase Order indicating the total number of students participating in each Program, and a Corporate Student Enrolment Form with the Name, Department, Title, Contact Information and intended Program Start Date. Services provided by Party B as defined in this Agreement are exclusively for students listed and paid for by Party A and students cannot be swapped once the Program starts. Party B reserves the right to refuse service to any unauthorized or unregistered persons who access the Party B's online system via a registered student's account (or any other means). If a registered student willingly allows another person to access his/her account, Party B reserves the right to terminate that student's account with Party B. Additional students may be enrolled at any time under the terms of this Agreement, upon which new Program Start/Completion Dates shall apply to those students. Any applicable discounts shall apply according to the terms set forth herein. 甲方在本协议有效期内,通过提交购买订单,可随时让学员入学。购买订单需要标明参 加各个课程的学员人数,以及公司学员入学注册表,写明姓名,部门,职位,联系方式 及意向的课程开始日期。本协议规定的由乙方提供的服务仅针对甲方名单所包括的并已 支付学费的学员。在课程开始之后,甲方不得替换学员。乙方保留拒绝为通过已注册学 员账户(或任何其它途径)使用乙方系统的任何未经授权或未注册的个人提供服务的权 利。如果已注册学员愿意让他人使用他/她的账户,乙方保留终止该学员乙方账户的权利。 甲方可以按照本协议条款随时增加学员人数,新学员将遵循新的课程开始日期和结束日 期。任何适用折扣应依照本协议中的条款予以适用。

Upon receipt of a Purchase Order from Party A, Party B shall issue an Invoice to Party A for the total tuition due, based on the number of students enrolled by Party A. All Invoices must be paid in full within 7 days of Party A's receipt of the invoice. Party B will create all ILE

进阶保证:

6. Tuition:

学费:

7. Enrollment:

入学:

8. Invoicing and Payment:

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accounts after Party A's total payment.

Bank account:

Name:遨游教育科技(上海)有限公司

Number: 454673691801 Branch:中国银行人民路支行

账单及支付:

乙方在收到甲方提交购买订单后,根据甲方学员人数,乙方将向甲方开具学费总额的发票。甲方应在收到发票后的 7 天之内全额付款。乙方在收到甲方全额款项后开通全部学员账户。

银行账户信息:

币种: 人民币

账户名:遨游教育科技(上海)有限公司

账号: 454673691801

开户行:中国银行人民路支行

9. Applicable Discounts 适用折扣 Any applicable discounts shall be applied to and identified on the Purchase Order and Invoice. 任何适用折扣将被适用于订单和账单,并且在购买订单和账单上注明。

10. Scheduling:

Students are responsible for scheduling (LIVE Instruct) Sessions, LIVE Seminars and LIVE Corners (collectively "Classes") online via their Student Homepage. Classes must be scheduled 24 hours in advance. Students must cancel scheduled Classes no later than 24 hours in advance of the scheduled start time. Party B reserves the right to cancel scheduled sessions and/or suspend and/or cancel the account of a student who cancels a session with less than 24 hours advance notice. Students are allowed to click [Begin Session] no sooner than 10 minutes prior to the scheduled start of the Class. Classes are automatically cancelled if the Student does not click [Begin Session] within 15 minutes after the scheduled start time. Each Class lasts 45 minutes, and is taught by a Party-B-Certified Instructor. Students are expected to take approximately one (1) to two (2) Classes per week on average, but this may vary from week to week depending on each student's individual program and circumstances. Note that the availability of sessions is contingent on scheduling and course availability. If a student does not show for a Class or cancels a Class less than 24 hours prior to the start of the scheduled Class time, that Class will count towards the Session Limit.

11. 课程预约:

学员应在学生主页上在线预约自己的 LIVE Instruct), LIVE Seminars and LIVE Corners(统称为"课程")。学员需提前 24 小时预约课时。如学员因故需要取消课时,需要在课时开始之前提前至少 24 小时取消。如学员未能提前至少 24 小时通知取消课程,乙方保留取消该学员已预约课程、和/或暂停和/或撤销其账户的权利。学员可以在课时开始前 10分钟之内点击"开始上课"。如学员在课时开始时间后 15 分钟之内未点击"开始上课",该课程将被自动取消。每节课时长 45 分钟,并由乙方认证的教师教授。学员需要每周平均上 1-2 节课,但每个学生每周上课情况根据每个学员的个人课程和具体情况可能有变化。我们在此提请您注意,是否能够预约到课程取决于选择的预约时间和课程。如果学生缺席或者晚于课前 24 小时取消课程,该课程会被记为已消耗课程。

12. Party A Student Inactivity:

If any of Party A's enrolled students cease to be active (active students must complete at least one live class in a 4-week period), prior to his/her Program Completion Date, Party A may request Party B to cancel said student's program in writing. Upon receipt of written cancellation of student's program, Party A shall receive a pro-rated tuition credit for the portion of the program that was not completed by that student, according to the amount of time remaining, or number of sessions remaining, whichever is smaller, minus the non-refundable Account Setup Fee.

甲方学员的终止:

课程中,如果甲方学员在他/她的课程完成日期之前不是活跃学员(活跃学员为在 4 周内必须至少完成一堂课程),甲方可以以书面方式要求乙方取消该学员课程。在收到学员取消课程的书面通知后,甲方会收到与该学生的"剩余课程值"相对应的学费抵扣,计算方式为:根据课程剩余时间或者剩余课程数量,取较小值,减去该学生的不可退还"前期课程设置费"。

13. Party A Student Suspension: Prior to the Program Completion Date, any student from Party A can request to suspend the Program one time for a maximum of 60 days by submitting a written Suspension Application, indicating Suspension Start Date and Resumption Date, and pay the Program Suspension Fee

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as outlined in Appendix A. Upon submission of the written Application and payment, Party B shall deactivate and maintain the account(s) of the applying student(s) of Party A during the Suspension Period. The account(s) will be automatically re-activated and accessible on the Resumption Date, and the Program will be considered resumed.

课程暂停:

在课程结束日期之前,甲方学员可以通过提交书面的课程暂停申请,向乙方申请暂停课 程(只能申请一次,时间最长不超过 60 天),注明暂停起始日期和课程继续日期,并 支付课程暂停费,如附件 A 所述。在提交书面申请和支付费用之后,乙方应在课程暂停 期间冻结并保留甲方申请学员的账户。在课程继续日期当日,冻结的学员账户将自动重 新激活,并可被使用。课程被认定为继续进行。

14. Party A Employee Termination:

If any of Party A's enrolled students ceases to be an employee of Party A prior to his/her Program Completion Date, Party A shall immediately notify Party B in writing of said termination of employment. Upon receipt of written notification of employment termination, Party B will immediately terminate that student's enrollment and service under the terms of this agreement. Party A shall receive a pro-rated tuition credit for the time portion of the program that was not completed by that student.

甲方职员解聘:

如果甲方学员在课程结束日期之前被解聘,甲方将立即以书面形式通知乙方。在收到甲 方关于劳动关系终止的书面通知后,乙方将立即终止此协议规定的该学员的账户和相关 服务,甲方可安排另外一名学员替代原学员完成其剩余课程,乙方有义务为新学员安排 测试等相关准备工作,甲方须另外支付测试费用。

15. Party B's Responsibilities:

Party B agrees to provide small group or individual Classes run by Party-B certified and trained instructors. The Classes are presented using party B's online platform. The Classes are specifically designed for professionals who are seeking to improve their English speaking and/or related business soft skills to work in a global business environment. Party B will provide sufficient timeslots for students of Party A to schedule Classes with Party B instructors. Party B will also proactively alert Party A if the desired study pace and learning goals are not being achieved by Party A's students. Note that results are highly dependent on each student's level of ability and engagement, and as such are not guaranteed by Party B. 乙方同意为甲方提供经由乙方培训的教师,进行一对一或小组授课。课程通过乙方的在 线平台进行。课程设计主要针对在国际商务环境下工作,期望提英语口语和/或相关商务

乙方责任:

技能的专业人士。乙方将为甲方提供足够的时间段,以供甲方与乙方教师预约课时。同 时,如果甲方的学员没有达到期望的学习进度和学习目标,乙方将主动提醒甲方。

16. Party A's Responsibilities

Party A agrees to require students to abide by the terms and conditions of this Agreement. Party A agrees that students will be instructed to proactively schedule Classes according to the Scheduling Parameters above. For best results, Party A's students must be actively engaged in the learning process. As such, Party A agrees to instruct all students to prepare fully for each Session. Party A agrees to instruct all students to schedule Classes, show up on time for each Class scheduled and, if necessary, cancel Sessions online at least 24 hours prior to the start of the scheduled Class.

甲方责任:

甲方同意要求所有学员遵守根据本协议条款。甲方同意督促学员自觉主动按照本协议规 定的课程预约条件预约课程。为了取得最佳学习效果,甲方学员应积极参与学习过程。 因此,甲方同意督促学员充分准备每一节课。甲方同意督促所有学员准时预约课程,准 时上课,如有必要,不迟于开课24小时之前取消课程。

17. Intellectual Property

All Program Materials, including but not limited to any Class pre-, in-, and post-class materials or material and information shared during the Class, is intellectual property of Party B, if not stated otherwise. Students of Party A can only use Program Material for personal use. Student accounts will be active and available for the period of the Agreement. Party A cannot use the Program Materials for any purposes other than the services provided by Party B under this agreement to Party A's students who are enrolled under the terms of this Agreement. If Party A or any of Party A's students breaches the confidence or causes damage to the Program Material, Party B has the right to terminate this Agreement. Party A shall require Party A's students to undertake the obligations under this term.

知识产权

所有课程相关材料,包括但不限于,每一节课的预习,课中和课后复习材料,以及课堂 中分享的信息和材料都是乙方的知识产权,除非另行说明。所有课程材料仅供甲方注册 学员作为本协议规定的课程学习使用。课程账户仅能供注册学员在协议有效期限内使用。 课程材料仅供作为在本协议规定的课程注册的学员使用,甲方不能将其用于其它用途。 如果有以上任何情况发生,或者其它任何可能导致课程材料泄露或受损的情况,乙方有 权解除本合同。甲方将要求其学员遵守本条项下的义务。

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18. Confidential Information

Each party shall keep in confidence the other's Confidential Information during the term of this Agreement and for a period not less than five (5) years from the date of termination of this Agreement. Confidential information shall include all information, written, electronic or oral, relating to the business, operations, plans, services, facilities, processes, software, methodologies, technologies, intellectual property, research and development, clients and suppliers, partners, principals, employees, consultants and authorized agents of the disclosing party that is supplied by or on behalf of the disclosing party to the other party or otherwise acquired by the other party during the course of dealings between the parties. Confidential information shall also include the terms of this contract, including pricing and features of the various products/services offered.

保密信息

在本协议期限内以及本协议终止之后的至少五(5)年内,任何一方应保守另一方的机密信息。机密信息应包括双方交易期间由披露方向另一方提供的或者代表另一方的,或者另一方以其他方式获取到的与披露方的商务,经营,计划,服务,设施,流程,软件,方法,技术,知识产权,研发,客户与供应商,合作伙伴,负责人,雇员,顾问,以及授权代理人相关的所有信息,无论是书面的,电子的或者口头的。机密信息同时应包括本合同的条款,其中包括提供的不同产品/服务的定价和特色。

19. Force Majeure

In case of force majeure causing any party inability to partly of fully execute this Agreement the prevented party will not be considered failing to observe the obligations of this agreement, and will not bear the responsibility for the delay. Force majeure includes events such as war (whether the war is declared or not), emergency, strike, labor dispute, accident, a server breakdown caused by the transmission of a computer virus, hacker's attacks on the server, fire, earthquakes, flood, typhoon, snowstorm and any other natural disasters and other unforeseen events beyond the control of the Parties. If any party thinks that the complementation of this agreement may be held back, delayed or affected by the factors listed in the first article of this agreement, the prevented Party is obliged to inform the other parties of such factors without delay.

不可抗力

如果遭遇不可抗力,导致甲乙双方任意一方不能履行本协议规定的部分或全部义务,受阻方不会被认定为履约不能,也不用承担课程延误的责任。不可抗力包括以下情形:战争(无论是否宣战),紧急情况,罢工,劳工纠纷,事故,因电脑病毒入侵和/或黑客攻击导致的服务器瘫痪,火灾,地震,洪水,台风,暴雪,和其它自然灾害,以及其它双方不可预见的不可控情形。如果任意一方认为本协议的履行可能会因不可抗力,导致受阻,延期,或受影响,受阻方有责任立即通知另一方,并告知具体情形。

20. Default

Any of the following situations will be considered to be default. If any party hereto breaches this agreement as follows, the other party is entitled to require the defaulter to make the correction by written notice, if the defaulter does not make the correction within 10 days after he receives the notice from the other party, the other party is entitled to terminate this contract. Party B agrees that it shall refund any fees paid in advance if this agreement is terminated due to Party B's default. Party A agrees that if this agreement is terminated due to Party's A default, Party B will not need to refund any fees Party B has received.

- Party A's inability to pay the total fee(s) before the due date(s).
- Party B's failure to provide Party A with the services specified in this agreement.
- Any Party fails to keep the trade secrets or confidentiality of the other party or parties.
- Infringement of Party B's intellectual property rights.
- Any Party fails to implement this agreement.

违约

如果有以下任一情况发生,将被视为违约,如本协议任何一方发生本协议项下的违约行为,另一方有权以书面通知要求纠正,如违约方在收到通知后 10 天内不予以纠正,则另一方有权解除本协议。乙方同意如果本协议因乙方违约而被解除,乙方应退还任何提前收取的学费。甲方同意如果本协议因甲方违约而被解除,则乙方无需退还任何已经收取的学费。

- 甲方不能在本合同约定期限内支付费用总额
- 乙方不能为甲方提供本合同约定的课程
- 甲乙双方任意一方无法保守另一方的商业秘密或保密信息
- 乙方的知识产权受到甲方侵害
- 甲乙双方任意一方无法履行本合同约定

21. Publicity 公开

Party B shall have the right to reference Party A in its customer list. 乙方有权在其客户列表中提及甲方。

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22. Dispute Resolution Any disputes as to this agreement should be solved through negotiation in China. This

agreement is governed by Chinese law. For any such disputes and differences that might arise due to situations not covered in this agreement, both Parties agree to negotiate and

settle based on a mutually beneficial outcome.

中华人民共和国法律管辖。如果有因本合同未尽事宜引发的任何纠纷和分歧,双方同意

在友好互利的基础上协商解决。

23. Contract Language This agreement shall be made in Chinese and English versions with the English version

revailing.

合同语言 本协议将制作成中英文本版本,以英文版本为准。

24. Arbitration Any dispute arising from or in connection with this Agreement shall be submitted to Shanghai

International Arbitration Center for arbitration, which shall be conducted in accordance with the Commission's arbitration rules in effect at the time of applying for arbitration. The arbitral

award is final and binding upon both parties.

仲裁 凡因本合同引起或与本合同有关的任何争议,均应提交上海国际仲裁中心,按照申请仲裁

时该会现行有效的仲裁规则进行仲裁。仲裁裁决时终局的,对双方均有约束力。

IN WITNESS WHEREOF,

the parties have executed this Agreement in duplicate as of the date first below written. Each party shall hold one copy. 甲乙双方在下述日期签署本协议一式两份,双方各持一份。

Party A:	Party B:Voyage Education Technology (Shanghai) Limited
甲方:	乙方: 遨游教育科技(上海)有限公司
Name:	Name :
姓名:	姓名:
Title:	Title:
职位:	职位:
Signature:	Signature:
签名:	签名:
Date:	Date:
日期:	

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Appendix A: Party B Program Catalogue

	Private Program*
Online Live Instruction Programs	Executive Advancement
	Essentials
Standard Duration	6 months
Session Format	1 on 1
Session Limit (Live Classes, 45 Minutes Each)	26 sessions
Session Pace (Recommended)	2/week
Assessment	Yes
Writing Lab	13
Scheduling	Open
Advancement Guarantee	0.5 CEFR
Post-session Feedback from Instructor	Yes
ROInsights Reporting (Monthly & Final)	Included
(Per Person (above 4 special price)	¥9,900
Total Participants Number	4
Total Amount (including tax)	¥39,600

Notes/说明:

Account set up fee of RMB 980 per student is included in the tuition fees

980 元/人账户设置费已包含在学费中

Program suspension fee of RMB 500 is not included

项目暂停费 500 元未包含在学费中

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Appendix B: Product, Features and Benefits

Student Homepage: Each student will be given a private account and homepage within ILE's Online Learning

Management System.

ILE 学员主页: 每位学员在 ILE 在线学习系统上都有自己的专属账号和主页。

LIVEAssess: Each student participating in LIVEAssess will be required to complete the ILE Assessment to

determine his/her level of competency at the start of the program. The competency level shall be re-assessed upon the completion of the program. **LIVE** *Assess* is RMB 532 per student for Team Effect (includes 1 assessment before and 1 assessment upon conclusion of program). **LIVE** *Assess* is

included with Executive Advancement programs.

在线测评 每位学员都需要在课程开始之前完成 ILE 测试以评估其英文水平。在课程结束时,学员将再

次参加测试,重新评估英文水平。Team Effect 课程的 LIVE Assess 评估测试费用为每个学员 532 元(包括课程开始前和结束后各一次)。商务英语进阶课程已包含了 LIVE Assess 的评估测试

费用。

LIVESeminars: Each student will be allowed to participate in ILE's professional seminars, delivered intermittently

by industry leaders and broadcasted live.

每位学员可参加 ILE 专业讲座,讲座由行业高级专业人士主讲,不定期举行,通过在线方式

传播。

LIVECorners: Each student will be also allowed to participate in ILE's English Corners which are organized on a

regular basis and conducted on-line.

每位学员还可定期参加 ILE 组织的在线英语角。

Feedback: Students receive feedback from their session instructor after sessions via ILE's Online Learning

Management System.

反馈报告: 学员在每次课后都可通过 ILE 在线学习系统查看老师对其上课情况的反馈报告。

LIVECounselor: Each student will be assigned an ILE-Certified Progress Counselor who will provide guidance to the

student throughout the duration of the Program.

学习顾问 每位学员都有其专属的经过 ILE 认证的学习进度顾问,负责其整个学习过程中的课程指导与

安排。

ILE Social Club: Each student is eligible to participate in ILE Social Club events, when available..

ILE 活动俱乐部: 每位学员都有资格参加 ILE 活动俱乐部的活动。

Video Recording: Each session will be recorded and these session recordings will be available for the student to

review within 3 months after the Program Completion Date.

视频保存: 每节课均会被录像,课程的视频录像会被保存并供学员在课程期间,以及课程结束后的三个

月内观看。

ROInsights: Upon conclusion of the Program, ILE will submit a report to Party A's designated representative.

This report will summarize the progress and achievements of each student throughout the program, including attendance, punctuality and reliability scores as well as feedback by Associates. 在课程结束后,ILE 将向甲方指定的管理人员递交团队报告。此报告将总结每位学员在课程学

月度报告 在课程结束后,ILE 将向甲方指定的管理人员递交团队报告。此报告将总结每位学员在课程与 习期间取得的进步和提高,包括上课出勤率、准时性、可信度,以及老师所作的反馈报告。

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