

BEAUTY SCHOOLS MARKETING GROUP PAY-PER-LEAD AGREEMENT

THIS PAY-PER-LEAD AGREEMENT (“Agreement”) is entered into between Keypath Education, Inc., d/b/a Beauty Schools Marketing Group (“BSMG”) and _____ (“CLIENT”), (collectively, the “Parties” or singularly, the “Party”) as of _____ (“Effective Date”). The Parties hereby agree to the terms as set forth herein.

Section 1: Description of Service

BSMG will implement an internet marketing strategy developed for CLIENT designed to generate internet leads at a guaranteed cost per lead (“CPL”). BSMG may generate leads by utilizing approved CLIENT information on BeautySchoolsDirectory.com, BeautySchool.com, third-party affiliate vendors (“Affiliates”), pay-per-click search engines, and other miscellaneous marketing strategies. Prospective students and/or applicants who desire additional CLIENT information, or who desire to contact CLIENT will be directed to a CLIENT contact page. BSMG will bill CLIENT for each Valid Lead submitted.

Section 2: Compensation and Budget Caps

For each Valid Lead delivered, CLIENT shall pay BSMG a variable CPL, based upon the requirements of the CLIENT campaign, as specified and agreed to in CLIENT’s monthly allocation. CLIENT may provide monthly caps to BSMG to represent the maximum number of Valid Leads CLIENT is willing to pay for in a given month. These caps may be set as an overall number for CLIENT, as a cap per location for CLIENT, or for different campaign pricing levels for CLIENT. Caps may not be set based on degree level or program of interest. CLIENT may not set any individual monthly caps below \$500, or the closest dollar amount above \$500 that is evenly divisible by the CPL for CLIENT.

CLIENT may provide changes each month to caps for BSMG. CLIENT may not reduce the monthly budget cap for leads below \$500. Changes must be sent in writing within five (5) business days before the start of a new month to specify the CPL and maximum number of inquiries. If written notice to BSMG is not received with five (5) business days before the start of a new month, the monthly caps for the current month will be applied to the new month until new instructions are provided. If new monthly budgets are received after the start of a month, any Valid Leads that come in for campaigns that were live the previous month, before the monthly budgets are received, will be considered valid and payable.

BSMG will strive to generate the maximum number of leads allowed each month, but does not guarantee the volume of leads. In the event the budget cap is not achieved in a given month, CLIENT will only be billed for the actual number of Valid Lead delivered. Whenever CLIENT reaches the monthly budget cap, BSMG will cease delivering leads to CLIENT until the start of the next month, or until CLIENT provides additional cap for the current month.

Section 3: Lead Policy

A Valid Lead shall be defined as a completed CLIENT contact page with the following fields of information:

- First Name
- Last Name
- Phone Number
- Address
- City
- State
- Zip Code
- Email Address
- High School Graduation Year
- Program of Interest
- Location of Interest (if applicable)

CLIENT may specify in writing a list of valid zip code(s) or selected radius from a certain location that the prospective student or applicant must live within for billing purposes. Radius validation shall be based on straight line distance and not driving distance. BSMG shall use its best efforts to contact only those individuals within the defined radius.

CLIENT may change the required fields for a Valid Lead and/or the acceptance area at any point. Any changes in validation rules may cause an adjustment in pricing and may affect the volume of leads delivered to CLIENT. Upon receipt of written notice from the CLIENT of any such changes, BSMG shall provide CLIENT with notice of any change in pricing for CLIENTs approval prior to changes in validation rules being implemented. Once approved in writing by CLIENT, new validation rules shall be implemented.

CLIENT will have seven (7) business days from the end of the month to dispute the validity of any lead received in the prior month, otherwise the lead will be considered payable by CLIENT. CLIENT may contest the validity of a lead based on:

1. The name of the lead is false (*i.e.* Mickey Mouse, Uncle Sam, etc.);
2. The phone number and email address are both incorrect;
3. The lead says that they were not interested in education; or
4. The lead is a duplicate from an interactive inquiry source for CLIENT within the last 30 day time period. In case of duplicates, CLIENT shall provide BSMG with the time and date of the original version of the lead received by CLIENT.

CLIENT may only dispute duplicate leads within the same school name/brand, and not across the CLIENT's entire system. CLIENT may dispute duplicate leads delivered to campus and online locations of the same school name/brand.

Any dispute of a Valid Lead must be sent in writing to BSMG. Any leads delivered the previous month that have not been disputed by CLIENT by the seventh business day of the month shall be considered valid and payable. BSMG shall not be responsible for problems with lead delivery due to technology or human error on the part of CLIENT.

BSMG reserves the right to contest and call to verify any leads returned by client as invalid. In case of lead contests, BSMG and CLIENT shall reach a mutual agreement on the validity of a lead for billing purposes.

Any Valid Lead accepted by the CLIENT shall be owned by the CLIENT. Any invalid lead returned to BSMG shall be owned by BSMG. CLIENT may not, in any manner, contact the invalid lead after the invalid lead has been returned to BSMG.

BSMG shall use its best efforts to deliver leads in real-time to CLIENT based on delivery instructions provided by CLIENT. In any event where BSMG cannot fulfill this obligation, BSMG may delivery leads with up to a two (2) business day delay.

Section 4: Payment Terms

CLIENT agrees to make payment to BSMG within 30 days from the date of invoice for all Valid Leads delivered to CLIENT under this Agreement. If payment has not been received within 30 days of the invoice date, BSMG shall have the right, in its sole discretion, to suspend the services being provided to CLIENT under this Agreement until such time payment is received. Any unpaid invoices will accrue interest at a rate of 1.5% per month, or the highest rate allowed by applicable law, until such invoices are paid in full.

OR

CLIENT agrees to pay in advance for all Valid Leads delivered to CLIENT under this Agreement, in an amount to be determined between BSMG and CLIENT. CLIENT shall complete and return the Credit Card Billing Authorization Form attached to this Agreement and provide the details of the credit card to be used by phone to a designated BSMG representative.

Section 5: Ownership Rights

BSMG shall retain all right, title and interest in and to all information (“Content”) posted on websites owned by BSMG, except for any Content CLIENT provides to BSMG for posting on such websites, to which CLIENT retains all right, title and interest. Subject to the terms and conditions contained herein, CLIENT hereby grants to BSMG a non-exclusive, worldwide license to use, reproduce, distribute, transmit and publicly display the Content CLIENT provides to BSMG for purposes of this Agreement. Both BSMG and CLIENT shall retain all right, title and interest in and to their respective trademarks, service marks and trade names, worldwide, subject to the limited license CLIENT grants to BSMG as stated herein.

Section 6: Relationship of Parties

Nothing contained in this Agreement shall be construed as creating any partnership, joint venture, agency, trust, or employment between the Parties hereto. The Parties intend that an independent contractor relationship will be created by this Agreement. CLIENT is interested in the results of the work, but the details and control over the work will lie solely with BSMG.

Section 7: Confidential Information

The Parties understand that they may have access to or receive confidential information from or concerning the other party during the term of this Agreement, and the Parties agree that they will not disclose or use such confidential information, except in the performance of this Agreement. Confidential information shall include, but is not necessarily be limited to, any business, technical, academic or financial information from or concerning the Parties, including affiliate partner information.

Section 8: Indemnity

Each party agrees to indemnify, release, discharge and hold the other party, its successors and assigns and affiliated corporations, harmless, and agrees to defend the other party from and against any and all liabilities, losses, damages, claims (including workers’ compensation claims), lawsuits, causes of action, and expenses associated herewith (including reasonable attorney’s fees in defending against any such claim or lawsuit) caused or asserted to have been caused, directly or indirectly, by the negligence or willful misconduct of the indemnifying Party, its officers, employees, or agents, in its performance under this Agreement.

Section 9: Limitations on Liability

IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR INDIRECT, INCIDENTAL, EXEMPLARY, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOST PROFITS, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT OR OTHERWISE AND EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

The cumulative aggregate liability of a Party, whether in contract, tort or otherwise, for all damages arising out of or relating to this Agreement will be limited to an amount equal to the lesser of: (a) actual damages incurred by the Party as a result of the event(s) giving rise to the liability, or (b) the amounts paid, or received, by the Party for the twelve (12) month period immediately preceding the month in which the event giving rise to the liability occurred.

The limitation set forth in this Section will not apply with respect to recovery under claims for (a) gross negligence or willful misconduct, (b) breach of any of any regulatory requirement; or (c) indemnification for claims by third parties regarding infringement of third parties’ intellectual property rights.

Section 10: Governing Law

This Agreement and the rights of the Parties hereunder shall be governed by and enforced in accordance with the laws of the State of Kansas, without regard to its conflict of law provisions. All disputes between the Parties shall be resolved by litigation exclusively in the state or federal courts located in the State of Kansas.

Section 11: Term and Termination

This Agreement shall remain in effect, unless terminated for cause in accordance with this Section 11 or by either Party providing 30 days advance written notice of termination. Upon termination, CLIENT shall be responsible to pay BSMG for all amounts previously earned, and those amounts incurred through the end of any required notice period. For the entire notice period, CLIENT shall not decrease its acceptance radius for leads or its monthly lead cap by more than 50% of the month immediately prior to providing the notice of termination.

Either Party shall have the right to immediately terminate this Agreement for cause if the other Party (1) breaches its obligation to pay amounts due to the other Party under this Agreement and fails to cure such breach within ten (10) days after receipt of notice; (2) materially breaches any other obligation under this Agreement and fails to cure the breach within thirty (30) days after receipt of notice of the breach; or (3) (i) becomes subject to a voluntary petition in bankruptcy or any voluntary proceeding relating to insolvency, receivership, liquidation, or composition for the benefit of creditors, (ii) becomes subject to an involuntary petition regarding the foregoing that is not dismissed within sixty (60) days after filing, (iii) declares or admits publicly and in writing that it is insolvent or is unable to meet its debts as they mature, or (iv) makes an assignment for the benefit of all or substantially all of its creditors.

Section 12: Miscellaneous

Entire Agreement. Unless otherwise specified herein, this Agreement constitutes the entire agreement between BSMG and CLIENT with respect to the services provided hereunder and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between CLIENT and BSMG with respect to the services provided under this Agreement. Any prior understanding or representation of any kind shall not be binding upon either party, except to the extent incorporated into this Agreement. Any modification of this Agreement, or additional obligation assumed by either party in connection with the Agreement, shall be binding only if evidenced in writing signed by each Party or an authorized representative of each Party.

Effect of Partial Invalidity. The invalidity of any portion of this Agreement shall not be deemed to affect the validity of any other provision. In the event that any other provision of this Agreement is held to be invalid, the Parties agree that the remaining provisions shall be deemed to be in full force as if they had been executed by both Parties subsequent to the removal of the invalid provision.

Force Majeure. Either Party will be excused from delays in performing or from its failure to perform hereunder to the extent that such delays or failures result from causes such as fire, flood, earthquake, elements of nature or acts of God, labor disruptions or strikes, acts of war, terrorism, riots, civil disorders, rebellions or revolutions, quarantines, embargoes and other similar governmental or third party action or any other cause beyond the reasonable control of such Party. The Party whose performance has been delayed or prevented will act diligently to resume performance as soon as reasonably possible.

Assignment. This Agreement will be binding on the Parties and their respective successors and assigns. Neither Party may assign this Agreement without first obtaining the written consent of the other Party, which may not be unreasonably withheld, except that BSMG may assign this Agreement to (i) an affiliate or subsidiary; or (ii) to a successor in interest as a result of a merger, acquisition or public offering without the CLIENT's consent.

Notices. Any notice, demand or other communication required or permitted to be given under this Agreement will be in writing and will be deemed delivered to a Party (a) the day received when by hand, or by reputable overnight courier, (b) when sent by confirmed facsimile with a copy sent by another means specified in this subsection, or (c) three (3) business days after the date of mailing if mailed by United States certified mail, return receipt requested, postage prepaid, in each case to the address of such Party set forth below (or at such other address as the Party may from time to time specify by notice delivered in the foregoing manner):

In the case of BSMG:

Keypath Education, Inc.
Attention: General Counsel
15500 W. 113th Street, Suite 200
Lenexa, Kansas 66219

In the case of CLIENT:

Amendments. Requests for revisions to this Agreement, or any specification relating to the services provided hereunder may be requested by either Party, and will only be effective when made by a written amendment signed by an authorized representative of each Party.

Multiple Counterparts. This Agreement may be executed in several counterparts, all of which taken together will constitute one single Agreement between the Parties.

IN WITNESS WHEREOF the Parties, through their duly authorized officers, have affixed their signatures to this Agreement.

FOR: Keypath Education, Inc.,
d/b/a Beauty Schools Marketing Group

FOR: _____

BY: _____
Signature *Date*

BY: _____
Signature *Date*

Printed Name *Title*

Printed Name *Title*

Credit Card Billing Authorization Form

Credit Card Billing Information:	
Client Name:	
Person Authorizing:	
Billing Address:	
City:	
State/Province:	
Zip/Postal Code	
Country:	
Phone Number:	
Email Address for Receipts:	
Authorization:	

Client hereby authorizes the credit card to be placed on file with Keypath Education, Inc. (d/b/a BSMG) to be charged as needed to pay for the service(s) provided each month under all Agreements in place with BSMG.

Client acknowledges that all orders may be immediately terminated at BSMG's discretion if any charges are declined, or if charge backs are claimed against any amount charged pursuant to this Authorization. Any dispute on the amount(s) invoiced/charged should immediately be reported to the appropriate BSMG representative.

The undersigned is the duly authorized representative of _____

Print Name: _____

Authorized Signature: _____

Date: _____