

**PARTNERSHIP AGREEMENT FOR THE
READING FOR SUCCESS AFTER-SCHOOL PROGRAM**

This Agreement is entered into on March [], 2019, by and between **Harmony Plus Inc.**, an Education Service company in Mountain View, CA, and **Graham Middle School**, a Public School in Mountain View, CA.

Recitals:

***Harmony Plus Inc.** is an education service company who is specialized in designing and providing comprehensive and customized education programs to international students in Silicon Valley. Harmony Plus Inc. has partnerships and service agreements with many well-known and prestigious universities and companies.

Graham Middle School, Mountain View, CA, serving grades 6-8, is part of the Mountain View Whisman School District.

Purpose:

Harmony Plus Inc. develops the Reading for Success After-School Program to improve the reading effectiveness of the Graham Middle School students through a series of techniques and engaging activities.

Program Management and Administration:

Harmony Plus will be responsible for the following:

1. Program design, preparation & curriculum planning;
2. Program management and supervision;
3. Reading Level Assessment before and after the program;
4. Arrangement for teachers and teaching assistants;

5. Provision of resources and materials that will ensure students who are placed in the program are provided enhanced educational opportunities in order to achieve their full potential;
6. Provision of other support personnel during the Program if needed;
7. Timely communication with teachers or staff from Graham Middle School about any information deemed important or any serious issues related to the students.

Graham Middle School will be responsible for the following:

1. Student recruitment;
2. Provision of reading materials from the library;
3. Provision of classroom and other facilities for the delivery of the program;
4. Provision of school teachers or staff to co-manage the program;
5. Student name list.

Each Institution will respond to reasonable requests for information from the other.

TB Clearance:

All Harmony Plus staff who work with students from Graham Middle School are required to present a valid TB test within the last two years from their health care provider or obtain a clear TB test result or chest scan prior to teaching a class at Graham Middle School. Harmony Plus covered the costs for the TB testing.

Fingerprints:

All Harmony Plus staff that work with students from Graham Middle School must be fingerprinted. Fingerprinting will take place before starting any class at Graham Middle School. Harmony Plus staff that work with Graham Middle School students shall be fingerprinted and submitted to a criminal background check via Live Scan or similar services as required by the Educational Code.

Program Fees:

1. Harmony Plus will need at least 15-20 students to kick off the Reading for Success After-School Program.
2. Graham Middle School needs to submit all the payment to Harmony Plus according to the price chart in **Appendix A**. All payments of fees due will be made in US Dollars;
3. For the 7-week pilot program, Harmony Plus will offer the first 3 weeks for free. If the Parties decide to continue the Reading for Success After-School Program after week 3, Graham Middle School must make the payment before March 29th. Harmony Plus bank account information can be find in Appendix B;
4. For the pilot program, Graham Middle School needs to make a \$500 deposit no later than March 15th for Harmony Plus to facilitate the reading level assessment. The deposit is non-refundable;
5. Harmony Plus will not return the payment if some students cannot attend the After-School Reading Program after Graham Middle School submits all the payments to Harmony Plus. If it's due to severe health or emergency issues, Harmony Plus will discuss with Graham Middle School case by case.
6. Each Institution will be responsible for the tax, transaction fee and separate expenses.

Term:

The term of this Partnership Agreement shall be for one (1) year, commencing on March [], 2019 through March [], 2020. For the pilot program, during the third week of the program, the Parties will review and decide whether to continue this pilot program for the remaining of four (4) weeks. The Parties will also decide whether to adjust the current program or open more programs. At least one month before the existing Partnership Agreement expires, Parties will review and decide whether to renew this Partnership

Agreement for additional and successive terms of one (1) year each. Either party may terminate this Agreement upon 90-days of written notice.

Copyright and Intellectual Property Provisions:

All existing and future copyrights and intellectual property rights relative to this Agreement and used for the Reading for Success After-School Program provided to the students of Graham Middle School shall remain the exclusive property of Harmony Plus Inc. Copyright under either Federal or California State Law shall protect the rights of Harmony Plus Inc.'s intellectual property.

Confidentiality:

(a) Definition of confidential information - "confidential information" means any information of or about the parties that is not generally known to the public including, but not limited to:

- (i) information that can be used in the operation of the Parties' business and is sufficiently valuable and secret to afford the Parties with actual or potential economic advantage
- (ii) all forms of marketing information, strategies, forecasts, know-how; and
- (iii) information labeled "confidential" or marked with a restriction on disclosure.

(b) Use of confidential information - During the entire term of the Agreement and at all times after the Agreement terminates, Parties shall maintain Confidential Information in strict confidence and Secrecy.

Successors and Assigns:

Both Parties may assign this Agreement to any successor or assign to all or substantially all of the business or assets of the Parties.

This Agreement and the terms and conditions contained in this Agreement apply to and are binding upon the Partner's successors, assigns, executors, administrators, beneficiaries and representatives.

Binding Effect:

This Agreement constitutes the entire understanding and agreement between the parties and replaces any existing Agreements between the parties. All terms and conditions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. This Agreement may not be modified except by a written agreement signed by both parties.

Indemnification:

Graham Middle School shall defend, indemnify and hold Harmony Plus Inc., its officers, agents, and employees, harmless from and against any and all liability, loss, expense, including reasonable attorney's fees, or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of or any breach of this Agreement by Graham Middle School, its officers, agents, or employees.

Harmony Plus Inc. shall defend, indemnify and hold Graham Middle School its officers, agents, and employees, harmless from and against any and all liability, loss, expense, including reasonable attorney's fees, or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of or any breach of this Agreement by Harmony Plus Inc., its officers, agents, or employees.

Termination Clause:

In addition to the paragraph under Term above, either Party shall have the right to terminate this Agreement under the following circumstances: A material breach to this Agreement or conduct unbecoming, ethical or illegal that may harm either Party.

Rights upon Termination:

Upon the termination of this Agreement, the respective rights and obligations of the parties will survive the termination to the extent necessary to carry out the intentions of the parties under this Agreement. Moreover, termination of this Agreement will be without prejudice to other rights or remedies of the parties under this Agreement.

Liability:

A Party will not be liable to the Partnership, or to any other Party, for any mistake or error in judgment or for any act or omission done in good faith and believed to be within the scope of authority conferred or implied by this Agreement or the Partnership.

Mediation/Arbitration Clause:

Any dispute that arises between the parties as a result of this Agreement, or subsequent documents or agreements, shall be resolved in mediation by an independent mediator chosen by the parties. The mediation shall occur in the bay area of California. If a dispute is not resolved by mediation, the parties agree to utilize binding arbitration in accordance with the rules of the American Arbitration Association. Any judgment or finding of award may be entered in any court having jurisdiction thereof. The parties agree to share equally in the cost of the mediation or arbitration.

Miscellaneous provisions:

-Headings - All captions and section headings used in this Agreement are for convenient reference only and do not form a part of this Agreement.

-Notice - Each party giving or making any notice, request, demand, or other communication in accordance with this Agreement shall give the notices in writing and electronic

mail or mail the notices by registered or certified mail, return receipt requested and postage prepaid to the following addresses:

(i) If to Harmony Plus:

Name: Kate Chang

Email: kate.changke@harmony-plus.com

Address: 1172 Castro St, Mountain View, CA 94040.; and

(ii) If to Graham Middle School:

Name:

Email:

Address: 1175 Castro St, Mountain View, CA 94040

-Modifications and Waivers - The parties may modify or waive this Agreement only by the parties' written agreement that identifies itself as a modification or waiver to this Agreement. A modification or waiver will be effective only in the specific instance and for the specific purpose specified in the written agreement.

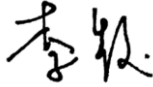
-Governing Law - The laws of state of California govern all matters arising under and relating to this Agreement without regard to conflicts of law principles. Any action or proceeding by either of the parties to enforce this Agreement may be brought only in a state or federal court located in California.

-Rights and remedies - All of the rights, remedies and benefits provided by this Agreement will be cumulative and will not be exclusive of any other such rights, remedies and benefits allowed by law.

-Severability - If any provision of this Agreement is illegal or unenforceable, that provision is severed from this Agreement and the other provisions remain in force.

-Counterparts - The parties may execute this Agreement in one or more counterparts, each of which is an original, and all of which constitute only one agreement between the parties.

Signatures:



Ying Li
CEO of Harmony Plus Inc.

Name: Cathy Baur
Title: Chief Educational Officer

March 12, 2019

Date

Date

Appendix A – Program Fee

1. Pilot Program: 7-week program fee

15-20 students First 3 weeks-Free
Next 4 weeks- \$498/student

14 Sessions in total, 1.5 hours for each session

If the Parties do not continue the Program after the first three (3) weeks:

\$500 deposit nonrefundable

2. Regular Program: 7-week program fee

15-20 students \$874/student
***10% of each sale will be donated to the school**



Appendix B – Harmony Plus Bank Account Info

Bank Name: Wells Fargo Bank

Account Name: HARMONY PLUS, INC.

Account Number: 8439272736

Account Mail Address: 301 Pine Way, Mountain View, CA 94041

Routing Number(Domestic Wire):121000248

SWIFT Code (International Wire in U.S. Dollar): WFBIUS6S

Bank Address: 420 Montgomery Street, San Francisco, CA 94104