



TEACHING INTERNATIONAL ENGLISH LAS & CERTIFICATE LTD. CO.

TIELC mission is to assess and confirm teaching credentials, uphold international teaching standards and promote effective ESL teaching and safe learning around the world

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IMPORTANT NOTICE TO FRANCHISE:

SMEAG ONLINE EDUCATION

Pursuant to Rules and Regulations by Board of Directors of TIELC USA regarding the status of our franchisees the BOD resolute to launch:

TERMINATION NOTICE

This note shall be fully payable upon demand of any holder in the event the undersigned shall default in making any payments due under this note within 7 days of its due date. In the event of any default, the undersigned payer agrees to withdraw from the franchising program **Pursuant to the Article 5(C) from January 7, 2016 on "Franchise Status Rules and Requirements" by the TIELC Board of Directors:**

Article 5

(C) Herewith, the BOD conferred and resolute the termination and 'blacklisting' polices to come into force by January 7, 2016 and announced following amendments to existing regulations:

1. All existing franchisee are due to submit the set franchising and accreditation fees biennially or as scheduled and by the deadline stated on their accreditation certificate or invoiced.
2. Failure to submit to the Article 5(C)a shall result in blacklisting of the franchisee with the grace (extended) period of one month.
3. Franchisee retains rights to launch the 'Two-sided Termination' process covering the biennial dues and/or termination fees. As the result, the franchisee will be deprived of the right to practice the training in any of accredited and licensed course and issue the corresponding certificates.
4. 'Two-sided Termination' with the 1-month grace period pursuant to Article 5(C)e process shall be enforced upon covering all due payments and signing the termination memorandum.
5. 'Two-sided Termination' process allows the franchisee to stay as a prominent partner of TIELC and keep all its issued certificates valid.
6. In case of failure to submit the due payments within the set 1-month grace period, and/or found in deceit, fraud, plagiarism, unresponsiveness, inactivity and any wrongdoing against the franchising contract terms and conditions, the 'Single-sided Termination' process shall be enforced.
7. g. 'Single-sided Termination Process' means:
 - a. Franchisee is deprived of all license, accreditation, copyrights, royalties and other entailing benefits.
 - b. Franchisee shall not be eligible to practice the course and issue any certificates or conduct any activities licensed by TIELC
 - c. All certificates issued prior to termination shall be announced nulled and not valid. All involved parties shall be notified of the decision.
 - d. The decision of termination shall be posted on all home websites and other online sources too at the discretion of TIELC BOD.
 - e. In avoidance of the 'Single-sided Termination' process enforcement all franchisees shall consult the designated TIELC coordinator for the solution.
 - f. No communication initiated within 1-month grace period by the franchisee upon the invoice notification on the part of TIELC shall be a ground for the 'Single-sided Termination' to be launched.

This note shall take effect This is a sealed instrument and be enforced in accordance with the laws of the franchisor's state. All parties to this note waive presentment, demand, protest, and all notices thereto, and agree to remain fully bound notwithstanding any extension, indulgence, modification or release or discharge of any party or collateral under this note.

