



NHM OpCo Singapore (Parent Company) and NHM Vietnam LLC (Local Entity)

Ground Floor, [No. 218, Nguyen Van Huong Street, Thao Dien Ward, Thu Duc City, Ho Chi Minh City, Vietnam](#)

LEARNERS AGREEMENT

1. Parties

- **NHM OpCo:** The parent company, NHM OpCo Pte. Ltd., is incorporated under the laws of Singapore and is responsible for providing online language training services and handling payments in USD.
- **NHM Vietnam LLC:** NHM Vietnam LLC, incorporated under the laws of Vietnam with business license no. 0316868956, is responsible for providing offline language training services and handling payments in VND.
- **Client:** The other party to this Agreement is the “Client,” who may either be (i) the parent or legal guardian of any NHM learner under the age of 15 (the “Minor”); or (ii) an NHM learner aged 15 and above. The Client's information is recorded by NHM in the attached invoice and/or relevant documents.

2. Services

- **NHM OpCo:** Provides online language training services, with payments managed in USD.
- **NHM Vietnam LLC:** Provides offline language training services at its physical locations in Vietnam, with payments managed in VND.

3. Acceptance of Terms

Upon payment of the invoice(s) issued by NHM OpCo or NHM Vietnam LLC, the Client agrees to be bound by the terms and conditions set forth in this Agreement, acknowledging the distinct roles of NHM OpCo and NHM Vietnam LLC. No exceptions will be made.



4. Reliance on Agreement

The Client understands that NHM OpCo and NHM Vietnam LLC will rely on this Agreement in: (a) providing the online and offline language training services, respectively; and

(b) undertaking any relevant activities that are approved by the Client herein.

5. Client Representations and Warranties

- **True Information:** All information provided to NHM OpCo and NHM Vietnam LLC is true and correct.
- **Grant of Permission for Image Use:** By participating in NHM activities, the Client grants NHM OpCo and NHM Vietnam LLC the right to use any photographs, video recordings, or other visual media that include the Client's image, without compensation, for promotional, marketing, and educational purposes. The Client may opt out by notifying NHM in writing via email prior to or during participation.

6. Acknowledgement of Risks

The Client understands and accepts the risks involved in using the Services. The Client agrees to take full responsibility for any loss or damage incurred and releases NHM OpCo, NHM Vietnam LLC, and their representatives from all liability.

7. Intellectual Property

The Client acknowledges that all materials provided during the Services are the intellectual property of NHM OpCo and NHM Vietnam LLC. The Client will not disclose or share this Intellectual Property without prior written approval.

8. Non-Solicitation



The Client agrees not to solicit NHM OpCo's or NHM Vietnam LLC's employees or learners for competing services during and for 2 years after the termination of this Agreement.

9. Grant of Permission for Image use

By participating in any Nihaoma activities or events, you hereby grant Nihaoma and its affiliates the right and permission to use, reproduce, and distribute any photographs, video recordings, or other visual media that include your image, without compensation, for promotional, marketing, and educational purposes. If you do not consent to the use of your image in such materials, you must notify Nihaoma in writing via email prior to or during your participation in any course.

10. Adherence to code of Conduct

The Client/Minor has read and agreed with the Learner Code of Conduct set forth in the Attachment 1 herewith.

11. Disciplinary Measures

The Client understands that using NHM services is a privilege and not a right, and also believes that discipline (if any) is necessary for the welfare of the Client/Minor, hence hereby gives permission for NHM and any teacher working on behalf of NHM to make and enforce the Learner Code of Conduct in the Attachment 1, upon the sole discretion of NHM, in a manner consistent with applicable laws, including but not limited to, early dismissal or termination of Services.

Additional Clauses:

Force Majeure:



NHM OpCo and NHM Vietnam LLC shall not be liable for delays or failures due to circumstances beyond their control, such as natural disasters or government restrictions.

Dispute Resolution:

Any disputes arising from this Agreement shall first be resolved through amicable negotiations. If unresolved, disputes will be referred to arbitration under the Vietnam International Arbitration Centre (VIAC).

Data Protection:

The Client consents to the processing of personal data by NHM OpCo and NHM Vietnam LLC in compliance with relevant data protection laws.

Modification of Terms:

NHM OpCo reserves the right to amend this Agreement, with any changes communicated in writing 30 days in advance.

Liability Cap:

The liability of NHM OpCo and NHM Vietnam LLC is limited to the amount of fees paid by the Client for the specific service giving rise to the claim.

TERMS AND CONDITIONS FOR LEARNERS

1. General Conditions

a. Age Group:

- If a student's year of birth does not match the designated age group for a class, they will not be allowed to enroll in that class. Exceptions to this policy are not permitted.

b. HSK Term Class:

- Students can only join the new term after purchasing the necessary hours to finish the term. Ni Hao Ma reserves the right to modify the terms of conditions with a 30 days notice.



c. Client Responsibilities:

- Clients must update their contact information regularly, communicate any issues or changes in a timely manner, and adhere to all payment and cancellation deadlines.
- Clients must inform the center every time a student is late or not coming to class so that the absence can be recorded.

2. Payment Terms

a. New Student:

- The entire tuition must be paid before the first class. If payment is not made, NHM is not obligated to provide any classes.

b. Existing Student:

- Tuition payment must be completed before the first class. If payment is not received within one week following the course start date, the student's slot may be allocated to other students. Students cannot attend classes until full payment is received. If payment is delayed beyond one week, the situation will be handled on a case-by-case basis.

c. Accepted Payment Methods:

- Clients can pay tuition fees via bank transfer, cash at the center, credit card at the center or via a payment link, and for online classes only the Stripe portal for USD payments to NHM Opco.

d. Non-Payment Consequences:

- A late fee of 2% of the outstanding balance will be applied for each week the payment is delayed beyond the initial week. If payment is not received within two weeks, services will be suspended until the balance is paid in full.

3. Refunds, Credits, and Makeup Hours

- a. **Pause Date Definition:** The "pause date" is defined as the last day the student attended class or the date a formal pause request is made by the parents and validated by Nihaoma, whichever is later.
- b. **Credit Retention Period:** We will retain the student's credits for up to 2 months from the pause date. If the student does not resume classes within this 2-month period from the validated pause date, all remaining credits will be lost.
- c. **Scenarios:**
 - **Without Formal Pause Request:** If the child does not show up for classes and no formal pause request is made, credits will be retained for 2 months from the last day the student attended. After 2 months, if the student has not returned, all credits will be lost.
 - **With a Formal Pause Request:** Parents can request a pause, which will be validated by Nihaoma. The pause date will then be set to the date of this request. Credits will be retained for 2 months from this validated pause date. If the student does not return to class within this period, all credits will be lost.
 - **With Continuous Delay Communication:** If parents repeatedly communicate delays but do not formalize a pause request, credits will still be lost 2 months after the last day the student attended. Continuous delay communication without a formal pause request does not extend the 2-month credit retention period.

4. Pause of Study

Clients can pause their studies, and the tuition will be reserved for up to 2 months. This policy is not applicable to students enrolled in pay-by-term or online HSK group classes. The pause of study policy is not applicable once the term has started. If studies do not resume within 2 months, NHM is not obligated to reserve the tuition or issue a refund.

5. Cancellation and Termination Policy

a. Cancellation Process:

- Clients can initiate the cancellation process by sending an email to NHM at studentcare@nihaoma-mandarin.com. A notice period of at least 2 months is required for refunds due to relocation. Clients need to provide a reason for their cancellation request.

b. Termination Process:

- NHM can terminate services if the client fails to respect the terms outlined in the learner agreement. NHM will notify clients of termination via email.

c. Fees and Penalties:

- Cancellation Fee: 10% of the full value of one term purchased or a 24-hour package. This fee remains consistent regardless of the timing of the cancellation. The remaining balance after deducting the processing fee will be refunded.

d. Refund Process:

- Refunds processed within 3 months of the request, issued in the original payment currency (VND or USD) via bank transfer. No fee for transferring credit to another individual. No additional fee if cancellation agreement is made before signing up for services (except potential bank transfer fees for international transfers).

e. Specific Refund Scenarios:

- If NHM changes the program schedule or content significantly (including, but not limited to, changes in course duration, content, or schedule that materially affect the learning outcomes), clients are eligible for a full refund if they choose to cancel. In case of events beyond control (natural disasters, pandemics), NHM will offer either a reschedule or a refund for affected classes. If a client is dissatisfied

with the services, they may request a meeting with NHM management to discuss potential refunds or solutions.

f. Notification Procedures:

- NHM will notify clients of acceptance of their cancellation or termination request via email and commits to responding within one week. Refunds will be processed within three months from the date of the cancellation request.

g. Documentation:

- A confirmation email will be sent upon acceptance of cancellation or termination request. Clients may need to provide additional documentation as necessary.

h. Communication Channels:

- Clients can schedule in-person or video meetings to discuss issues. All cancellation requests must be submitted via email to ensure proper documentation.

i. Appeals Process:

- If a client disagrees with a decision made regarding cancellations, refunds, or terminations, they may appeal the decision. The appeal must be submitted in writing within 14 days of the decision. NHM management will review the appeal and provide a written response within 14 days.

6. Class Attendance Policy

a. Late Class Policy:

- If a student is more than 15 minutes late to class, the teacher will leave the classroom and the student will be charged for 1 hour.



- If the teacher is late, they will make up the lost time up to 15 minutes. If the teacher is more than 15 minutes late, the class will be postponed, and the student will receive an additional 1-hour compensation.
- b. Last-Minute Cancellations:
- If a student cancels a class at the last minute, the student will be charged for 1 hour.
 - If NHM cancels a class at the last minute, the student will not be charged for that lesson and will receive an additional 1-hour compensation.
- c. Rescheduling Classes:
- Classes can only be rescheduled if notice is given at least 1 working day by 6 PM before the class starts.
 - For classes scheduled on Monday mornings, rescheduling requests must be made by Saturday 2 PM at the latest.
 - If notice is not given in time and the student is unable to attend, the student will be charged for 1 hour.
- d. Attendance for Non-Term Classes:
- Students are charged only when they attend a lesson. If a student had scheduled to attend a specific lesson but did not attend without informing NHM 24 hours ahead, the class will still be counted as full.
- e. Client Notification Responsibility:
- Clients must inform the center every time a student is late or not coming to class so that the absence can be recorded.

POLICIES FOR DISCOUNTS, PRICING, AND REFERRALS

1. General Information Policy

a. Overview: Detailed information regarding discounts, pricing, and referral programs will be made available both at NHM's physical center and online, updated monthly for the convenience of all clients, including those who cannot visit the center in person.

b. Information Availability: All relevant information, including the current pricelist, will be displayed prominently on NHM's official website, at the center, and on social media platforms, ensuring easy access to the latest updates and details.

c. Clarity and Precision: The online and physical materials will provide precise and comprehensive details to avoid any confusion and ensure transparency.

2. Discount Policy

a. Eligibility and Terms:

- Early Bird Discounts are announced seasonally and applicable only during specified promotional periods.
- Group Discounts are determined on a case-by-case basis.
- Family Discounts are available for additional family members enrolling together, with specific terms and discount rates announced seasonally.
- Seasonal Discounts are published monthly during specific promotional periods, with discount rates varying based on the promotional campaign.

3. Conditions and Limitations

- Discounts cannot be combined, except for Family Discounts when applicable.
- Necessary documentation must be provided for eligibility verification.
- All discounts will be communicated via NHM's website, email, and social media channels.



4. Pricing and Exchange Rate Policy

- Currency Acceptance: Payments accepted in VND and USD.
- Exchange Rate Policy: The exchange rate between VND and USD will be updated monthly based on the rate provided by Techcombank Vietnam on the first day of each month. The monthly rate will be applied for the entire month and will be published on the NHM website.
- Invoice Calculation: For clients opting to pay in USD, the invoice amount in VND will be converted using the published exchange rate on the date of invoice issuance.
- Transfer Fees: Any transfer fees incurred during payment are to be covered by the customer.
- Pricing Information: The current pricelist will be made available on the NHM website and updated monthly. All invoices will reflect the current pricing as per the published pricelist at the time of enrollment.

5. Referral Policy

- Program Details: Eligibility is only for students enrolled in regular courses (online or offline); excludes workshops, camps, and ECA.
- Referral Benefits: Benefits for referring new students will be provided as cash credit to be used for any course purchased. There will be no cash back option.
- Limitations: There is no limit on the number of referrals a client can make.
- Minimum Package Requirement: The referred student must enroll in a minimum package of one term or a package of 24 hours.
- Validation: The referral is considered valid only when the referred student completes the enrollment and payment for the specified course or package.
- Tracking and Redemption: Cash credit earned through referrals will be recorded on the customer's Nihaoma portal, accessible at any time.

LEARNERS CODE OF CONDUCT

1. Encouraged Behaviors

- Showing Courtesy and Respect : Always show courtesy, respect, and consideration for others, including teachers, staff, and fellow learners.
- Respect for Teachers and Staff: Show respect to all teachers and staff at all times.
- Understanding Perspectives: Make every effort to listen to and understand other people's points of view.
- Classroom Conduct: Be quiet and sensible in lessons so that the teacher can teach, and everyone can learn.
- Politeness: Speak politely to everyone.
- Cleanliness: Keep the facility clean and tidy at all times.
- Avoiding Violence: Avoid any form of violence.
- Preparation for Lessons: Arrive at each lesson ready to learn with correct equipment (if required).
- Focus: Stay on task and avoid distracting other learners.
- Completing Assignments and Homework: Complete all assignments and homework on time.
- Parental Involvement: Ensure younger students have appropriate support from parents or guardians.

2. Prohibited Behaviors

- Disruptive Behavior: Disruptive behavior which interferes or threatens to interfere with the operation of a classroom or any other area of a facility is not allowed.
- Offensive Language: Using loud or offensive language, swearing, cursing, or using profane language is prohibited.
- Abusive Communication: Abusive or threatening emails, text messages, voicemail, phone messages, or other written communication to any NHM employee, visitor, parent, or learner is not allowed.

- Threatening Behavior: Threatening to do actual bodily harm to a member of school staff, visitor, parent, or learner is prohibited.
- Property Damage: Damaging or destroying school property is not allowed.
- Defamatory Comments: Making defamatory, offensive, or derogatory comments regarding NHM or any of NHM's learners, parents, or staff is prohibited.
- Substance Use: Smoking (cigarettes or vapors) and consumption of alcohol or other drugs while on NHM property is not allowed.
- Candy Consumption: Eating candies is not allowed in the center.
- Academic Integrity : Cheating or plagiarism in any form is strictly prohibited.
- Technology Use: Cellphones and computers should not be used during class unless instructed by the teacher for a project or permitted during break time.

3. Confidentiality and Data Protection

Confidentiality: Learners are expected to respect the confidentiality of sensitive information shared during classes, discussions, or interactions with NHM staff and fellow learners. This includes but is not limited to personal information, academic records, and proprietary information of NHM. Learners must refrain from sharing or disclosing such information without proper authorization. Any concerns regarding data protection or breaches of confidentiality should be reported through the appropriate channels as outlined in the code of conduct.

4. Dress Code

Appropriate Attire: Students are required to dress appropriately for the learning environment.

5. Emergency Procedures

Emergency Response: Students must follow emergency procedures as instructed by staff. Regular drills will be conducted to ensure preparedness.

6. Consequences of Prohibited Behavior

a. Temporary Removal and Guidance: For prohibited behavior, students may be temporarily removed from the class to receive guidance from NHM staff outside of the classroom. If the behavior continues, the student will be removed for the rest of the lesson, and parents will be notified for minor students.

b. Expulsion from the Course : Persistent or severe prohibited behavior may result in expulsion from the course. Students will be warned during a meeting and given a written notice about the consequences if the behavior continues.