

## PARTICIPATION AGREEMENT

THIS AGREEMENT for the implementation of the "WISS Student Assistance Service" is entered into this 21st day of December, 2000, by Wright International Student Services, Inc. ("WISS"), and Vatterott College Corporate Offices \_\_\_\_\_ hereinafter referred to as the "School".

1. WISS agrees:

- A. To update the WISS system with student account information received from the school.
- B. To make and document multiple telephone and/or written correspondence attempts and contacts with the students and to discuss with these students their rights and responsibilities concerning their student loans.
- C. To attempt to assist students in obtaining deferments and forbearance.
- D. To attempt to locate students who have moved without a forwarding address or telephone number.
- E. To provide the school with a monthly summary of students that WISS is tracking and has assisted.

2. School agrees:

- A. To send selected student accounts to WISS as determined by Vatterott College. Such a list will include accounts for students who have obtained a loan through Vatterott College, who have graduated or dropped and entered repayment.
- B. To pay WISS \$5.00 for each student account loaded and updated on the WISS system for tracking.
- C. To pay WISS \$80.00 for each student assisted by WISS. Said payment shall be paid immediately upon written identification by WISS.

3. The School agrees to not assert any claim against WISS or its employees, officers, directors, shareholders or agents for any damages which result to the School due to any problems incurred as a result of services, unless their actions amount to a gross and willful misconduct.

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4. Should any proceedings be instituted by WISS for monies due from the School for services provided or any other relief, the School shall pay all costs incurred by WISS, including reasonable attorney's fees. Invoices are due within 30 days of invoice date. A finance charge of 1 1/2% (18% per annum) will be added after 30 days.

5. THIS AGREEMENT WILL BE GOVERNED BY THE LAWS OF THE STATE OF KANSAS. THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES AND SHALL NOT BE MODIFIED OR RESCINDED EXCEPT IN A WRITTEN DOCUMENT SIGNED BY BOTH PARTIES.

6. This agreement becomes effective immediately upon its execution by both parties and shall renew automatically each year for additional one (1) year terms unless written notice of non-renewal is delivered by either party to the other at least sixty (60) days before the end of the pending term.

7. School acknowledges that WISS is not engaging in any collection activities on behalf of the school. WISS's sole responsibilities are expressly set forth herein.

R -- President of Wright International Student Services

By \_\_\_\_\_ Date 12/21/00  
President  
Title

School: Vatterott College  
A Brook Date 12/12/2000  
By \_\_\_\_\_  
Comp Director  
Title