

MUTUAL AGENCY AGREEMENT

This agreement is dated May 02 2020.

BETWEEN:

1. KC Overseas Education Pvt. Ltd., situated at Krishna, Plot No. 10/2, I.T. Park, Behind Infotech Tower, Opposite V.N.I.T., Parsodi, Nagpur - 440022, through its authorized signatory Mr. Ketan Mehta
(Here in after called Party No. One).

And

2.
Université Virtuelle Privée du Gabon Ltd

71-75 Shelton Street, Covent Garden,

London, United Kingdom, WC2H 9JQ

Name and Designation of Authorized Signatory: Yann MAKOBIANI

(Here in after called Party No. Two).

KC Overseas Education Pvt. Ltd. seeks to provide customized solutions to students aspiring to study overseas and is committed to grow its business with emphasis on excellence, honesty, integrity & updated knowledge. It strives to create success stories for its students and value additions to partner institutions, franchisees and associate partners along with building strong and credible relationship with them.

IT IS HEREBY AGREED AS FOLLOWS:

1. Party No. One hereby agrees that Party No. Two who is already into studies abroad activity will recruit students for the Universities represented by Party No. One (Universities as specified separately in Annexure A).
2. Party No. One will facilitate Party No. Two's students in getting admissions to Universities, which Party No. One represents.
3. Party No. One will provide information of Universities, its courses, application forms etc. to the extent possible to Party No. Two as and when required.
4. Party No. One will share knowledge with Party No. Two or its staff for undertaking counseling to the students in admissions to Universities through documents or Video Conferencing or personal visit. For this knowledge sharing, the Party No. Two will have to visit Nagpur at their own cost.

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5. Party No. Two will market Party No. One's services to the students in the areas of London, United Kingdom and the full marketing cost will be borne by Party No. Two only.
6. Party No. One shall provide Party No. Two with copies of prospectus if available with them, course leaflets and information regarding Universities as the case may be. However, Party No. Two will have to bear the actual courier charges.
7. Party No. Two will ensure and be fully responsible for the verification of the student's character, family background and authenticity of the documents provided by the students for seeking admission & subsequently visa for the purpose of studying abroad. Party No. One will assume that each student / case referred by Party No. Two has been pre-screened by Party No. Two & Party No. One will not take any responsibility whatsoever of the students and their deeds, either before or after having reached the university.
8. A number of Universities in different countries accept applications and documents via email in soft copies. In such cases, there will be no courier charges. However, if the applications or documents have to be submitted in hard copy to the University then actual courier charges will be borne by the student of Party No. Two. In case of an application for USA Rs. 1000/- is payable towards hard copy application and courier charges. For other countries, courier charges are payable only if the application goes in hard copy, otherwise not.
9. The student applications will be forwarded to the university by Party No. One only. As such the Party No. Two is expected to send each application for admission to the Party No. One and avoid direct correspondence with the university.
10. To decide whether to accept or refuse an application, the discretion solely lies with the Institutions/Universities in the respective country.
11. Party No. One will pay commission to Party No. Two for each student recruited by Party No. Two as follows:
 - a) In case Party No. Two is having valid **GST** registration and regularly filing their **GST** returns, Party No. One will pay 70% of the commission received from the Universities and colleges represented by Party No. One inclusive of **GST** element and after deducting **TDS** to the Party No. Two.
 - b) In case where Party No. Two does not have valid **GST** registration then Party No. One will pay 70% of the commission received from the University and Colleges represented by Party No. One after deducting **GST** and **TDS** on it to the Party No. Two.

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12. Party No. Two would raise a commission invoice on Party No. One for Commission due to Party No. Two of the students who have gone to for USA, Australia, Canada, UK, New Zealand, Singapore, Dubai, Ireland, Germany, France, Sweden, Netherlands, Austria, Denmark, Finland, Italy, Hungary, Switzerland, Spain, Lithuania, Cyprus, Poland, Czech Republic, Malaysia, Mauritius, South Africa, Hong Kong, China & Bulgaria for higher studies to the Universities giving the applicants name, university to which the student has gone, course for which he has gone, student ID no., the tuition fees payable by the student to the University and the share of Party No. Two. After receipt of the commission from the University Party No. One will send the share of Party No. Two as per the terms mentioned in Clause No. 11.
13. There may be a possibility of the University asking for a part refund of the Commission paid to Party No. 1. This mostly happens when the students raise a request for part refund of the tuition fees from the University after enrolling. In such cases if the University agrees to give a part refund of the tuition fees to the already enrolled students for which the Party No. 1 has already received the commission and the applicable percentage has been paid to Party No. 2 as well, then it becomes the liability of Party No. 2 and Party No. 1 to return the applicable amount of the commission received from the University, if and when the University requests for the same.
14. Party No. Two must not make any false claims to the student regarding admissions, visas, scholarships or exclusivity of the service. Party No. One will also not entertain any acts or remarks which may prove to be offensive for any institution.
15. Timely communication between Party No. One and Party No. Two must be maintained at a high level. Party No. One maintains its exceptional relationship with top universities through timely response to university communication. Thus, if the information is requested from Party No. One for the students of Party No. Two the same must be provided swiftly. Party No. Two will undertake to reply to all enquiries from Party No. One about its students (and forward any information necessary) within 24 hours Monday to Friday and within 48 hours if the request is made on a weekend.
16. The information must be managed in a professional manner. All confidential information must be secured and cannot be shown to third parties without the express permission of Party No. One.
17. Party No. One expects the Party No. Two not to contact the universities concerning student applications sent through the Party No. One as all liaisons between the Universities concerning the student applications shall be carried out solely by the Party No. One.
18. All intellectual property, brands and trademarks of each Party, information, processes, know-how, techniques, marketing and counseling materials and data remain the exclusive property of such Party and shall not be used by the other Party in any manner whatsoever.

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19. Neither Party will enter into any contract on behalf of the other Party and bind any Party in any way.

Neither Party shall receive any amount from the students on behalf of the other party except the courier charges.

20. This agreement is exclusively for Party No. Two and Party No. Two shall not assign or sublet this agreement or any part or interest in it.

21. The construction, validity and performance of this agreement shall be governed in all respects by Indian Laws & both Party No. One and Party No. Two agree to submit to the jurisdiction of the courts of Nagpur, Maharashtra, India.

22. Any dispute with the Party No. One will be subjected to jurisdiction of Nagpur Court, Maharashtra, India.

23. The names of the countries, Universities and the details of sharing of commission by Party No. One with Party No. Two is enclosed as Annexure 'A' and it forms part and parcel of this agreement. It is acknowledged by both the parties that the names of the countries, Universities and details of sharing of commission which is in Annexure 'A' is subject to change periodically and will be amended with mutual consent of both parties in writing.

Clauses related to the Termination of the Agreement:

1. Party No. One does not authorize Party No. Two to advertise or use the name and logos of any of the institutions represented by Party No. One but not represented by the Party No. Two in the Party No. Two brochures or any display or print material. In the event of a breach of this clause, the Party No. One will be forced to forfeit the commission payable to the Party No. Two and the agreement will come to an end.
2. Either party may terminate this agreement at any time by giving one month's notice in advance and in writing to the other. In such a case the Party No. One shall pay the commission due to the Party No. Two in respect of students recruited by the Party No. Two & accepted by the University, except where the Party no. Two is in breach of its obligations under the agreement.

Validity of Agreement:

The present agreement is valid for two years from the date of signing. The present agreement may be cancelled ahead of its expiry date if conversion rates are below 5% and it can be renewed after relevant discussion between both the parties.

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Signed on May 02 2020 at Nagpur, India.

Party No. One: KC Overseas Education Pvt. Ltd.

For KC Overseas Education Pvt. Ltd.

Signed: Ketan Mehta

C.A. Ketan Mehta
(Executive Director – Client Relations)

In presence of Navinya Ambatkar

Contact details: - Party No. One

KC Overseas Education Pvt. Ltd.

Krishna, Plot No. 10/2,
I.T. Park,
Behind InfoTech Tower,
Opposite V.N.I.T.,
Parsodi, Nagpur – 440022.

Party No. Two:

For Université Virtuelle Privée du Gabon Ltd

Signed: Yann MAKOBIANI

Name: Yann MAKOBIANI

Date of Birth: 03/03/1984

In presence of Bakadi Laurene

Contact details: - Party No. Two

Address: Nzeng Ayong, 6eme Arrondissement

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Annexure – A**LIST SHOWING THE NUMBER OF UNIVERSITIES/COLLEGES REPRESENTED BY
KC OVERSEAS EDUCATION PVT. LTD.**

Sr. No.	Countries	Total number of Universities / Colleges presently represented by KC Overseas Education Pvt. Ltd.
1	USA	193
2	Australia	74
3	Canada	107
4	UK	95
5	New Zealand	36
6	Singapore	14
7	Dubai	16
8	Ireland	20
9	Germany	16
10	France	19
11	Sweden	8
12	Netherlands	12
13	Austria	2
14	Denmark	2
15	Finland	3
16	Italy	11
17	Hungary	4
18	Switzerland	11
19	Spain	15
20	Lithuania	2
21	Cyprus	4
22	Poland	1
23	Czech Republic	1
24	Malaysia	9
25	Mauritius	1
26	South Africa	1
27	Hong Kong	4
28	China	3
29	Bulgaria	1
	Total	685

Signature: Ketan MehtaSignature: Yann MAKOBIANI

For KC OVERSEAS EDUCATION PVT. LTD. (Party No. One)

For Université Virtuelle Privée du Gabon Ltd (Party No. Two)

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