

AGREEMENT

Articles of this agreement made on 2024-12-17 day of 2025-12-16

Between:

DB Tech International Inc, registered under the provisions of the Companies Act, 1956, and having its registered office at 2055 Limestone Rd, Ste 200-C, Wilmington, Delaware - 19808, hereinafter called "**The Company**" (which expression shall be deemed to mean and include its successors and assigns) of the **one part**.

And:

M/s. SASI OVERSEAS, carrying on business at 2-98/1-101, ganesh recidency, ramavarappadu, vijayawada., Andhra Pradesh, 521108, hereinafter called "**The Associate**" (which expression shall be deemed to mean and include, wherever the context or meaning so admits, his/her/their heirs, executors, and administrators) of the **other part**.

WHEREAS

- **a.** As part of its business activity, the Company offers admission and visa guidance for overseas education in a wide variety of Universities and Colleges.
- **b.** The Associate has approached the Company to offer counselling services with the intent to recruit student for enrolment through the Company to Universities and Colleges, which the Company has agreed to on the terms and conditions hereinafter appearing:

NOW THIS AGREEMENT WITNESSES AS FOLLOWS:

1. **Appointment:** The Company does hereby appoint the Associate as its agent to recruit students who are suitably qualified for admission to Universities and Colleges as per the list to be submitted by the Company to the Associate from time to time.
2. **Information:** The Company shall provide to the Associate from time to time, required information about the courses, Universities and application information along with other required inputs, including the commission payable to the Associate for different universities and different courses, as the Company may deem fit or require enabling the Associate to offer counselling services to students seeking overseas admissions as aforementioned.
3. **Period:** The appointment of the Associate as the agent of the Company for the recruitment of students who are suitably qualified for admission to Universities and Colleges will become effective when signed by both parties and shall continue only for 2024-12-17 to 2025-12-16 Intakes. On the contrary, an Associate has to make a minimum of at least 2 enrolments in the universities each semester, so as not to invalidate the agreement.

4. Method of Performance:

The Associate shall forward to the Company the completed application forms along with all other relevant documents for being transmitted by the Company to the University or College to which admission is being sought.

5. Business Associate's Remuneration:

- **a.** Remuneration shall be payable to the Business Associate within 60-120 days after final Enrolment date of the university/college for a particular Intake, only after the student recruited by the Associate shall have

enrolled for the course selected in the University concerned and shall have paid the fees payable for the entire academic year. If for any reason the student does not pay the fees for the full academic year and/or abandon the program for which admission has been procured, no remuneration shall be payable. All the universities pay a commission after payment of at least 50% - 100% (based on University norms) of the total tuition fee for the first year. The commission is paid only for the 1st year of the PG/UG courses. The commission is not paid to the associate for students who have paid the Tuition fee deposit and failed to Enrol or register at the school. The commission must be claimed only for the Intake to which it relates, and the Commission cannot be claimed after the completion of the semester (Intake). Few Universities pay Commission on tuition fee Paid Only.

- **b.** TDS & GST applicable as per Govt. norms.
- **c.** 80% commission will be shared with Business Associate as per the commission structure provided.

6. Covenants:

- **A.** The Associate shall offer all counselling services under its own brand name. The Associate shall not use, display, or print any College, University or Institute's name, logo, mentioned in the Universities/ Colleges/ institutions list, in its advertisements, marketing material, banners, hoardings etc. The Associate shall not use, display, or print "DB Tech International Inc." brand name unless otherwise permitted by the Company in advance, in writing.

7. Additional Obligations:

- **B.** The Associate shall not promote, use, administer, manage or enter into a contractual obligation, directly or indirectly with any Overseas faculty, organization, corporation, institute, university, college, association to recruit Indian students for admission to Overseas Universities/ Colleges without the Company's prior, express and written consent in respect of the universities, colleges, institutes, corporations, Organizations, Faculty, or Association with which the Company has already tied-up.
- **C.** The Company shall not be responsible for any disputes raised between the associate and their students. Tuition fee deposit paid to the University is non-refundable in case of visa refusal on grounds of any forged/ fake documents.
- **D.** The associates are responsible for verifying their sub-agents/students' educational and financial documents and promise to provide the Company and its universities with genuine files. Students with fake documents will not be liable for any refund and the concerned Associate agreement will be terminated with immediate effect and we will not be liable to pay any commission to the concerned Associate, including all the Unpaid Commissions.
- **E.** The Company has the right to take legal action against the associate for producing forged and fake documents and misusing the company's name.
- **F.** The associates understand that student applications are processed on a first-come, first-serve basis, based on universities' policies and norms, and the Company will not guarantee any admission even after all processes, documentation, and payments are done on time. The Company is not responsible for any delay or denied Admissions by any university on any ground.
- **G.** The Associate shall observe, fulfil and comply with all the applicable rules and regulations and laws applicable to the said business framed or be framed by the Central Government, State Government and/or local authorities from time to time.
- **H.** The Associate shall work diligently and energetically and in a business-like manner as a man of ordinary prudence would do for the promotion, popularization, and sale of the said products and services.
- **I.** The Associate shall be responsible for the acts of commission and omission and the conduct of the staff members appointed by the Associate and will be liable and responsible for any loss and/or damage caused on account of the misconduct, negligence, default and/or mistakes on the part of the staff members.

J. The Associate shall at all times during the continuation of this agreement obey and observe all reasonable directions and instructions which may be given to them by the company. The associate is not allowed to collect tuition fees or an

other fees in the name of Company/universities/colleges and institutes from students. Students have to transfer tuition fees only to the University bank account mentioned on offer letters/website.

K. In the event of the Associate committing a breach of any of the terms and conditions herein contained, the Company shall be entitled to terminate this Agreement forthwith, and the decision of the Company in regard to the fact that the Associate has committed a breach of any of the terms and conditions of this Agreement shall be final and binding on the Associate.

L. The Associate shall not assign their right, title or interest under this Agreement to any other person without obtaining prior consent in writing from the Company.

M. The Associate shall bear the complete cost of marketing/advertisements and any other promotional cost, etc.

7. Breach:

- **A.** In the event of the Associate committing any breach of any of the covenants on its part to be observed and performed, the Company reserves the right to serve notice upon the Associate calling upon them to rectify the same within a period of 15 days from the date thereof. Upon failure to do so, the Company shall be entitled to terminate the said Agreement and thereupon this Agreement shall cease to operate.
- **B.** We will not be liable to pay any commission to the concerned Associate, including all the Unpaid Commissions.

8. Company Reserves Right:

The Company reserves the right to appoint other Associates from time to time to carry out similar tasks in the area of operation of the Associate. It is not intended by this agreement to confer any exclusive rights to the Associate under the agreement.

9. Arbitration:

In the event of any dispute or difference arising relating to the interpretation of any of the clauses of this agreement or arising out of any act, deed, matter or thing performed or omitted to be performed by either party under this agreement the same shall be resolved through arbitration in accordance with the provisions of the Arbitration and Conciliation Act 1996 or any statutory modification that shall be in force at the relevant time.

10. Jurisdiction:

Courts in Hyderabad shall have exclusive jurisdiction to entertain and try all disputes arising out of this agreement.

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands and seal the day and year first hereinabove written.

SIGNED SEALED AND DELIVERED by the within Named the Company, DB Tech International Inc. By The hand of its authorized signatory

The Company:
DB Tech International Inc

The Associate:
SASI OVERSEAS

Note

- This is system-generated agreement does not require a (Digital or Physical) signature.