

Agent Agreement

This Agent Agreement is executed on this 13 day of November 2023 ("Agreement")

BY & BETWEEN

ADTC PTE Ltd (Reg Number: 201416839G) having its registered office at 16 Raffles Quay, #16-02 Hong Leong Building Singapore 048581, through its duly authorized signatory Mrs. Priyanka Sodhi Sharma, hereinafter referred to as "First Party" or "Party of the FIRST PART".

AND

TR Training and Consulting Services has its registered office on the 2nd floor, above Jaguar Pride Motors, Odyssey Mall, Opp to British Council Road 36, Jubilee Hills, Telangana, 500033, India, through its duly authorized signatory Mr. Rajesh Dasari as Second Party

BACKGROUND

- A. First party and its related bodies Corporate and related Entities operate a business in the education sector for recruitment of Students who are seeking admission in International Educational Institutes/Colleges/Universities.
- B. First party invites the Agent on a non-exclusive basis to refer Students who seek to enroll in the Institutes/ Colleges/ Universities represented by itself.
- C. The Agent shall be eligible for Commission amount as mentioned in Schedule I of this Agreement on successful enrolment of each Student on terms and conditions of this agreement.
- D. Visa filing will be done by the first party for all Australian Universities under this agreement.

OPERATIVE PROVISIONS

1. DEFINITIONS AND INTERPRETATION

In this Agreement, unless the contrary intention appears:

Agreement means this Agent Agreement.

Commencement Date means the date of this Agreement.

Marks means logos, trademarks, designs, and crests, whether registered.

Student means a person who holds a student visa and is an "Overseas Student."

Student Visa means a student visa is a special endorsement that is added to a passport that governments issue to students who are enrolled at qualified educational institutions. Student visas are non-immigrant visas that do not require the holder to obtain citizenship. Any prospective student seeking higher education in

another country must obtain a student visa for that country.

Commission Fee means the amount payable by First party to the Agent for recruiting International Students as mentioned in Schedule I of the present Agreement.

In this Agreement:

- i. a reference to a statute, ordinance, code, or other law includes regulations under it and amendments to any of them.
- ii. the singular includes the plural and vice versa.
- iii. the singular includes a firm, a body corporate, an unincorporated association, or an authority.
- iv. if an act prescribed under an agreement, deed or document is to be done by a party on or by a given day is done after 5:00pm on that day, it is to be taken to be done on the following day.
- v. a reference to this agreement includes a reference to any annexure and schedule.
- vi. a reference to a person includes a reference to the person's executors, administrators, successors, substitutes, and assigns.
- vii. headings are inserted for convenience only and do not affect the interpretation of this agreement.
- viii. where an expression is defined, another part of speech or grammatical form of that expression has a corresponding meaning; and
- ix. the word "includes" or "including", or cognate words and expressions are to be construed without limitation.

2 APPOINTMENT OF AGENT

2.1 On and from the Commencement Date, first party non-exclusively appoints the Agents to recruit Students who seeks to study in Institutes/Colleges/Universities through First party in accordance with all the applicable laws, rules, regulations. However, Visa filing for all Australian Universities will be done by the first party.

3. RELATIONSHIP BETWEEN THE PARTIES

The parties acknowledge and agree that in performing its obligations under this Agreement, the Agent is not the partner or employee of First party.

4. MAIN RESPONSIBILITIES OF THE AGENT

A. Under this agreement the Agent must:

- (a) act with integrity always and comply with the applicable law.
- (b) Be aware of the program requirements and eligibility of Institutes/Colleges/Universities and refer

the prospective Students to First party.

B. The Agent is not permitted to:

- a. engage in any dishonest or misleading practices:
- b. engage in false or misleading advertising practices.
- c. make any false or misleading comparisons with any other education provider or their courses.
- d. make any inaccurate claims of association with First party or with any other education provider.
- e. use any registered or unregistered Marks of First party without the prior written consent of First party and/or concerned Institute/College/University.
- f. encumber or grant a security or third-party interest over any of its rights under this agreement.
- g. make any representations or offer any guarantees to Students about whether they will be granted a student visa.

C. The Agent shall indemnify First party for any loss, liability, cost (including legal costs on a solicitor and client basis), expense or damage that First party suffers because of the Agent's breach of this Agreement.

D. First party retains the right to investigate the participation in the Program for any fraudulent activities and take any measures to end them. These measures may comprise, that First party at its own discretion, cancels an Eligible application or activities that are in violation of the Agreement terms.

E. First party may suspend, terminate, or change the terms and requirements of the Program Terms at any time and for any reason.

5. NO USE OF TRADEMARKS

Agent/ Second Party shall not use the First Party's or its affiliates' or its partner or related or concerned Institute/College/University's name, logo, trademarks, service marks or trade names without the First Party's and related University's prior written consent/approval.

6. AMOUNT PAYABLE TO THE AGENT

- A. First party agrees to pay a Commission Fee to the Agent after validation of an invoice presented to First party.
- B. First party shall not be liable for any loss of funds which occur during the transaction of amount from First party as foreign Exchange rate is effective on day-to-day basis by the respective bank.
- C. Subject to the other provisions of this clause 5, First party will pay the Agent a Commission Fee for each Eligible Student who:
 - i. is recruited by the Agent; AND
 - ii. has paid all the required Course Fees to First party in which student takes admission, for the Course AND
 - iii. that the Course has commenced, and the student is enrolled in a full-time study load.

D. The Agent will not be regarded to have referred a Student under this Agreement unless:
the Agent completes a Form which bears the student's details and acknowledgement and that Form

also bears the Agent's name and signature.

7. No amount will be payable by First party to the Agent:

- i) where a student referred by the Agent withdraws before the Course commences for whatever reason and does not commence the Course, including where a student defers his or her commencement of the Course.
- ii) where a student referred by the Agent is not granted a student visa.
- iii) where the Agent has breached or failed to comply with, or First party reasonably suspects that the Agent has breached or failed to comply with, this agreement; or
- iv) where the student denies or requested a change of Agent.

8. GST

- A. For the purposes of this clause, "GST" means GST within the meaning of the Indian GST law. To the extent that a party makes a taxable supply under or in connection with this Agreement, except where express provision is made to the contrary, the consideration payable by a party under or in connection with this Agreement represents the value of the taxable supply for which payment is to be made and on which GST is to be calculated.
- B. If a party makes a taxable supply under or in connection with this Agreement for a consideration, which, under clause 6.1 represents its value, then the party liable to pay for the taxable supply must also pay at the same time and in the same manner as the value is otherwise payable, the amount of any GST payable in respect of the taxable supply.
- C. Upon receipt of the consideration and GST payable, a valid tax invoice will be delivered to the party which paid that sum.

9. REPRESENTATIONS, WARRANTIES, AND INDEMNITIES

Each party represents and warrants to the other that:

- a. this Agreement constitutes its valid and legally binding obligations in accordance with its terms.
- b. the execution, delivery and performance of this Agreement does not violate its Constitution, any existing law, or any document or agreement to which it is a party, or which is binding upon it or any of its assets.
- c. if it is First party, it is duly incorporated and has the corporate power to own its own property and to carry on its own business as it is now being conducted.
- d. if it is First party, it has the power and has taken all corporate and other action required, to enter into this Agreement and to authorize the execution and delivery of this Agreement and the performance of its obligations under it; and
- e. If any provision of these terms is or becomes invalid, unenforceable, or non-binding, the Agent shall remain bound by all other provisions hereof. In such event, such invalid provision shall

nonetheless be enforced to the fullest extent permitted by applicable law, and each party will at least agree to accept a similar effect as the invalid, unenforceable or non-binding provision, given the contents and purpose of these terms and conditions.

10. TERMINATION

- a. either party may terminate this Agreement immediately by written notice to the other if there is a material breach of a term of this Agreement that has not been remedied by the other party within 30 days of written request to do so: and
- b. this Agreement will automatically terminate at the expiry of Two year from the Commencement Date, and
- c. the parties agree that clauses 9, 11(a), and 12 and any other provisions which, by their nature, are intended to survive termination, shall survive termination of this Agreement.

11. INDEMNITY

The Agent agrees to indemnify, keep indemnified and hold harmless First party, its Related Bodies Corporate, Related Entities and their respective associates, directors, officers, employees, authorized representatives, consultants and agents (Indemnified Parties) from and against any and all losses, claims, actions, suits, proceedings, liabilities, damages, settlements, assessments, judgments, costs, charges and expenses, whether in tort, contract, under statute or otherwise, which an Indemnified Party may suffer or incur in connection with this Agreement, including as a result of the Agent's failure to perform its obligations under this Agreement.

12. NOTICE

- a. All notices and other communications to or by a party under this Agreement must be in writing and sent to the address of the party shown above.
- b. Notice and communications are taken to be received:
 - i. if sent by post, three days after posting: or
 - ii. if sent by email, when the sender receives an automated message confirming delivery or four hours after the time sent (as recorded on the device from which the sender sent the email) unless the sender receives an automated message that the email has not been delivered, whichever happens first.

13. CONFIDENTIAL INFORMATION

Agent shall treat as confidential all information regarding the business or affairs of the First party that

comes into its possession because of or in the performance of this Agreement. Agent agrees to take all reasonable precautions to prevent any unauthorized use, disclosure, publication, dissemination of the confidential information of the First party. Agent shall not disclose confidential information of the First party to any third party without the written permission of the First party, unless to its legal advisors under confidentiality, or if required to do so by law.

14. FURTHER ASSURANCES

Each party will promptly execute all documents and do all things that another party from time to time reasonably requires of it to effect, perfect or complete the terms and conditions of this Agreement and any transaction contemplated by it.

15. NON-MERGER OF PROVISIONS

A provision of this Agreement, which can and is intended to operate after its conclusion, will remain in full force and effect.

16. ASSIGNMENT

The rights of all parties are personal and cannot be assigned, charged, or otherwise dealt with other than by the written consent of the other party. A change in control is deemed to be an assignment which requires the consent of the other party.

17. AMENDMENT

This Agreement may only be amended or supplemented in writing, signed by the parties.

18. NO WAIVER

No failure to exercise and no delay in exercising any right, power or remedy under this Agreement will operate as waiver. Nor will any single or partial exercise of any right, power or remedy preclude any other or further exercise of that or any other right, power or remedy.

19. SEVERABILITY

Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction is ineffective to the extent of the prohibition or unenforceability. That does not invalidate the remaining provisions of this Agreement nor affect the validity or enforceability of that provision in any other jurisdiction.

20. COUNTERPARTS

This Agreement may be executed by the parties in separate counterparts each of which when so executed shall be deemed to be an original and all of which together shall constitute one and the same agreement. The parties agree that an executed electronic copy of a digital scan (including in portable document format) of this Agreement shall serve as a legal and binding contract with the same force and effect as the original.

21. GOVERNING LAW

Each of the parties to this Agreement irrevocably agrees that this agreement is governed by and construed in accordance with the law in force in Singapore. The parties submit to the exclusive jurisdiction of the courts of Singapore, shall have exclusive jurisdiction to hear and decide any suit, action, or proceedings, and/or to settle any disputes, which may arise out of or in connection with this Agreement.

EXECUTED as an Agreement.

Executed by First party

Executed by Agent

Signature

Signature

Authorized Representative

Authorized Representative

[USUAL ADDRESS]

[USUAL ADDRESS]

SIGNED SEALED AND DELIVERED by)

in the presence of:

)

)

SIGNATURE OF WITNESS

NAME OF WITNESS

Schedule I

COMMISSION FEE

1. Agent name	TR Training and Consulting Services
2. Agent company or business number	1108 of 2017
3. Notice details for First party	Email: agents@adtcnsolutions.com Address: 16 Raffles Quay, #16-02 Hong Leong Building Singapore 048581
4. Notice details for Agent	Email: ashok@texasreview.in Address: 2nd floor, above Jaguar Pride Motors, Odyssey Mall, Opp to British Council Road 36, Jubilee Hills, Telangana, 500033, India Fax: NA
5. What Courses is the Agent recruiting for?	✓ University (see item 6 below)
6. University	Western Sydney University
7. Student recruitment region	All Countries
8. Recruitment target	Within each rolling 12-month period, the recruitment of at least [5] Genuine Students who enroll in and commence a Course.
9. Term of this agreement	Start Date: End Date: 2 years after commencement of the Agreement
10. Commissions	15% in 1st year (1st & 2nd Semester) and 10% in 2nd year (3rd & 4th Semester) on the tuition fee paid by students for enrolled units.
11. Bank Details	a) For Australia 1. Bank Name 2. Account Name: 3. Account No: 4. BSB No: b) For Rest of the world 1. Bank Name ICICI BANK 2. Branch Address 8-2-293/A/1268, PLOT NO 1268, ROAD NO 36, JUBILEE HILLS, HYD-500033. TG 3. Account Name TEXAS REVIEW INTERNATIONAL PVT LTD 4. Account No 0076 0500 9336 5. SWIFT CODE ICICINBB 6. IFSC CODE ICIC0000076