

## Contractual Agreement

This Contractual Agreement (hereinafter referred to as the "Agreement") is made and entered into on this \_\_\_\_ day of \_\_\_\_, 20 (the "Effective Date"), between the following parties:

	UK Entity	UAE Entity	India Entity
Registered Name	Uniexperts Limited	Uniexperts EdTech Fz LLC	Uniexperts Highered Pvt Limited
Registered Address	Unit 31, Futures House, The Moakes, Luton, England, LU3 3QB	FDRK0109 Compass Building, Al Shohada Road, AL Hamra Industrial Zone-FZ, Ras AlKhaimah, United Arab Emirates	58 Canteen Street, Heritage Town, Puducherry, 605001
Registration Number	12946073	0000004040727	U74999PY2021PTC008761

(Hereinafter referred to as "Uniexperts")

And

Registered Name	
Registered Address	
Registration Number	

(Hereinafter referred to as Service Provider)

Collectively referred to as the "Parties" and individually as a "Party"

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## ARTICLE 1. Purpose Clause

This Contractual Agreement is enacted with the primary objective of formalizing a collaborative partnership between Uniexperts and the Service Provider. The Service Provider shall function as an intermediary service facilitator, establishing a bridge between Uniexperts and Prospective Students across the global spectrum. The overarching purpose of this partnership is to enable Uniexperts to extend its outreach and establish connections with an extensive array of universities and educational institutions. It is to be noted that the Service Provider does not possess direct contractual affiliations with educational institutions on a global scale. By harnessing

the intermediary capabilities of the Service Provider, Uniexperts aspires to amplify the scope and quality of its offerings. The ultimate goal is to enhance educational accessibility and opportunities on an international scale, thereby fostering mutually beneficial outcomes for the students, partner universities, the Service Provider, and Uniexperts.

## ARTICLE 2. SCOPE OF SERVICES

### 2.1. Uniexperts

#### 2.1.1. Application Processing

Uniexperts shall be responsible for the handling and processing of student applications for various universities and colleges, in accordance with all applicable laws, regulations, and agreed-upon procedures.

#### 2.1.2. University and College Information

Uniexperts shall provide detailed and comprehensive information concerning partner universities and colleges, including but not limited to admission requirements, course offerings, and other relevant details as may be necessary or appropriate.

#### 2.1.3. Online Portal

Uniexperts has developed and shall continue to maintain an online portal to facilitate the registration of students and streamline the application and enrolment process, in compliance with all applicable legal requirements.

#### 2.1.4. Liaison with Partner Universities and Colleges:

Uniexperts shall serve as the primary point of contact and liaison between students and partner universities and colleges, ensuring effective communication, and addressing any queries or concerns in a timely and professional manner.

### 2.2. Service Provider

#### 2.2.1. Student Information and Advice

Service Provider shall furnish students with accurate, current, and relevant information and advice concerning educational programs, course types, and related matters, in accordance with all applicable laws and regulations.

#### 2.2.2. Application Assistance

Service Provider shall assist students in the application process, guiding them through the necessary steps, and providing support to ensure accurate and timely submissions, consistent with all relevant legal requirements and standards.

#### 2.2.3. Pre-Departure Student Assistance

Service Provider shall offer guidance to students in their pre-departure preparations like visa requirements, health insurance, and other necessary arrangements, all in accordance with applicable laws, regulations, and policies.

#### 2.2.4. Program Information

Service Provider shall provide detailed information about the various educational programs available, assisting students in making informed and lawful decisions regarding their academic pursuits.

#### 2.2.5. Course Types

Service Provider shall provide students with information concerning different types of courses available, including but not limited to academic programs, vocational courses, professional certifications, and other relevant options, in compliance with all applicable legal standards and regulations.

## ARTICLE 3. CONFIDENTIALITY

### 3.1. Definition of Confidential Information

The Parties recognize that during the term of this Agreement, either Party may come into possession of confidential information belonging to the other Party. Confidential information shall encompass, but not be limited to, student records, financial data, marketing strategies, technical know-how, trade secrets, and any other proprietary or sensitive information expressly related to this Agreement.

### 3.2. Confidentiality Obligations

The Parties covenant and agree to maintain the strictest confidentiality concerning any confidential information obtained from the other Party. Such information shall not be disclosed, used, or exploited for any purpose apart from the performance of obligations under this Agreement, without the express written consent of the disclosing Party.

### 3.3. Protection of Confidential Information

The Parties undertake to employ all reasonable measures to preserve the confidentiality and prevent any unauthorized disclosure or utilization of the confidential information. This shall include, but not be limited to, instituting appropriate security

protocols, restricting access to confidential information solely to authorized personnel on a need-to-know basis, and exercising due care in managing and storing said information.

### 3.4. Duration of Confidentiality Obligations

The obligations of confidentiality set forth herein shall endure notwithstanding the termination or expiration of this Agreement and shall persist for a period of five (5) years thereafter.

### 3.5. Exceptions to Confidentiality Obligations

The confidentiality obligations delineated in this Agreement shall not extend to information that: a) Was already within the receiving Party's knowledge prior to its disclosure by the disclosing Party; b) Becomes publicly known without fault on the part of the receiving Party; c) Is lawfully procured by the receiving Party from a third party without any obligation of confidentiality; d) Is mandated to be disclosed pursuant to applicable laws, statutes, regulations, or legal proceedings, provided that the receiving Party promptly notifies the disclosing Party to enable it to seek a protective order or other suitable remedy.

### 3.6. Remedies for Breach of Confidentiality

In the event of any actual or imminent breach of confidentiality, the non-breaching Party shall have the right to seek injunctive relief, damages, or any other legal remedies available to safeguard its rights and interests.

### 3.7. Deletion of Personal Data

The Parties shall erase all personal data acquired or processed under this Agreement in conformity with the General Data Protection Regulation (GDPR), unless otherwise consented by the concerned parties or necessitated by applicable law. Such deletion shall be executed in a manner that precludes the data's reconstruction or retrieval.

### 3.8. Notification of Breach

Each Party shall inform the other Party in writing within a reasonable time frame of becoming aware of any unauthorized access, disclosure, or other breach affecting the confidential information.

### 3.9. Return or Destruction of Confidential Information

Upon termination or expiration of this Agreement, all materials containing confidential information shall be returned to the disclosing Party or destroyed at its discretion. A written certification of such destruction may be mandated.

### 3.10. Compliance with Data Protection Laws

The Parties shall adhere to all relevant laws and regulations concerning data protection and privacy and shall implement appropriate safeguards against unauthorized access or disclosure of confidential information.

### 3.11. Third-Party Confidentiality Obligations

Any subcontractors or third parties engaged by either Party who may have access to confidential information must be governed by a confidentiality agreement in alignment with the stipulations of this Agreement.



## ARTICLE 4. TERM AND TERMINATION

### 4.1. Term

This Agreement shall commence on the Effective Date and shall continue in full force and effect for an initial term of three (3) years, unless earlier terminated in accordance with the provisions set forth herein.

### 4.2. Termination by Notice

Either Party may terminate this Agreement without cause by delivering written notice to the other Party at least thirty (30) days prior to the intended date of termination. Such notice shall set forth the reasons for the termination, if any, and shall be duly executed by the terminating Party.

### 4.3. Termination for Material Breach

Uniexperts shall have the right to terminate this Agreement with immediate effect in the event of a material breach by the other Party, provided that Uniexperts has first furnished the breaching Party with written notice detailing the nature of the breach and allowing a reasonable opportunity to cure the breach. If such breach is not cured to Uniexperts' satisfaction within the time frame stipulated in the notice, Uniexperts may proceed with the termination.

### 4.4. Obligations Upon Termination

Upon termination of this Agreement for any reason, the Parties shall promptly complete any outstanding obligations under this Agreement and shall cooperate in good faith to facilitate a smooth transition of services, to the extent applicable.

### 4.5. Survival of Obligations

The termination or expiration of this Agreement shall not relieve either Party from any obligations or liabilities that have accrued prior to the effective date of such termination or expiration, nor shall it terminate any provision of this Agreement that is expressly or by implication intended to continue in effect after such termination or expiration.

### 4.6. Return of Confidential Information

Upon termination of this Agreement, both Parties shall promptly return or, at the option of the other Party, destroy all confidential information or proprietary materials belonging to the other Party in their possession or control. Such return or destruction shall be certified in writing by the Party performing it, if requested by the other Party.

## ARTICLE 5. GOVERNING LAW AND DISPUTE RESOLUTION

### 5.1. Governing Law

This Agreement shall be governed by, and construed and interpreted in accordance with, the laws of England and Wales, without giving effect to any choice or conflict of law provision or rule.

### 5.2. Negotiation

Any dispute, controversy, or claim arising out of or relating to this Agreement, or the breach, termination, enforcement, interpretation, or validity thereof, including the determination of the scope or applicability of this Agreement to arbitrate, shall first be attempted to be resolved by the Parties through good faith negotiations.

### 5.3. Mediation

If the Parties are unable to resolve such dispute through negotiations within one hundred and twenty (120) working days of the dispute being identified, either Party may initiate mediation by providing written notice thereof to the other Party. The mediation shall be administered in accordance with the mediation rules mutually agreed upon by both Parties or, failing such agreement, in accordance with the rules of a recognized mediation institution chosen by the Parties.

### 5.4. Arbitration

If the mediation does not result in a resolution within a reasonable time, or if either Party refuses to participate in mediation, the dispute shall be referred to and finally resolved by binding arbitration. The arbitration shall be conducted in accordance with the arbitration rules agreed upon by both Parties or, in the absence of such agreement, in accordance with the rules of a recognized arbitration institution selected by the Parties.

### 5.5. Arbitration Venue and Language

The arbitration proceedings shall be held in a location mutually agreed upon by the Parties, and the language of the arbitration shall be English.

### 5.6. Arbitration Award

The award rendered by the arbitrator(s) shall be final and binding upon the Parties, and judgment on the award may be entered in any court having jurisdiction. The Parties agree to comply with and enforce any arbitration award issued in connection with the dispute.

### 5.7. Equitable Relief

Notwithstanding the foregoing, either Party may seek and obtain injunctive or other equitable relief from a court of competent jurisdiction to prevent or restrain any actual or threatened breach of this Agreement or any other urgent legal relief, without prejudice to any other rights or remedies that the Party may have, including the right to seek arbitration thereafter.

## ARTICLE 6. CODE OF ETHICS

### 6.1. Agreement to Abide by Code of Ethics

The Service Provider hereby acknowledges and agrees to abide by the Code of Ethics established by "Uniexperts" in all interactions and dealings with students.

### 6.2. Ethical Principles

In providing services to students, the Service Provider, as well as its representatives, employees, or agents, shall adhere to the following ethical principles:

- i. Professionalism: The Service Provider shall conduct itself with professionalism, honesty, integrity, and respect in all interactions with students.
- ii. Non-Discrimination: The Service Provider shall not engage in any discriminatory practices based on race, colour, nationality, gender, religion, disability, or any other characteristic protected by law. All students shall receive fair and equal treatment.

- iii. Confidentiality: The Service Provider shall safeguard the confidentiality of student information and records, complying with all applicable privacy and data protection laws.
- iv. Accuracy and Transparency: The Service Provider shall provide accurate, truthful, and transparent information to students concerning educational programs, admission requirements, fees, and all other relevant matters.
- v. Conflict of Interest: The Service Provider shall promptly disclose any actual or potential conflicts of interest that may arise in its interactions with students and shall act in the best interests of the students, avoiding any conduct that might compromise their welfare or interests.
- vi. Compliance with Laws and Regulations: The Service Provider shall comply with all applicable laws, regulations, and industry standards relating to the provision of educational services.
- vii. Ethical Marketing Practices: The Service Provider shall engage in ethical marketing and advertising practices, ensuring that all promotional materials and communications are accurate, clear, and not misleading, and conform to applicable advertising standards.
- viii. Student Welfare and Support: The Service Provider shall prioritize the welfare and support of students, providing guidance, assistance, and information as needed throughout their educational journey.

### 6.3. Consequences of Breach

The Service Provider acknowledges that any breach of the Code of Ethics may result in the termination of this Agreement, in accordance with the termination provisions set forth herein, and may subject the Service Provider to legal consequences and financial liabilities as permitted by applicable law.

## ARTICLE 7. COMMISSION POLICY

### 7.1. Commission Structure

- a. General Structure: Uniexperts and Service Provider shall collaborate to define a commission structure for the recruitment of students. This structure shall delineate the percentage or flat fee payable by Uniexperts to Service Provider for each student successfully Commissioned from Uniexperts partner Universities.
- b. Variation of Structure: The commission structure may differ based on factors such as the type of program, level of study, geographical region, or any other mutually agreed-upon criteria.
- c. Updates and Review: The commission structure will be subject to periodic updates, reflected within the relevant portal for each intake. Service Provider shall conduct regular reviews of the portal to remain informed of any changes to the commission rates and terms.

### 7.2. Commission Deductions

- a. Right to Deduct: Uniexperts reserves the right to deduct specified amounts from the commission payable to the Service Provider under the following circumstances:

- i. For Non-Enrolment: A deduction of 1000 GBP may be applied if a student fails to enrol after accepting an offer, with exceptions considered on medical grounds, subject to appropriate documentation and verification.
  - ii. Fake Document: A deduction of 500 GBP may be applied if fraudulent documents are discovered during the application process.
  - iii. Visa Rejection by Fake Documents: A deduction of 2000 GBP may be applied if a visa rejection occurs due to fraudulent documents.
  - iv. Visa Rejection Unable to Verify: No deduction will be applied if a visa rejection occurs due to verification failure of documents.
  - v. Visa Rejection on Interview: No deduction will be applied if a visa rejection occurs following an interview.
- b. Nature and Notification of Deductions: These deductions are implemented to assure compliance and integrity in the application process and are separate from the commission related to student enrolment, which shall remain unpaid under the described circumstances. Deduction rates may fluctuate, and Service Provider will receive advance notification regarding such changes.

### 7.3. Commission Payment

- a. Payment Process: Uniexperts shall remit the agreed-upon commission to Service Provider in compliance with the Commission Payment Agreement.
- b. Potential Delays: Service Provider acknowledges that, in rare instances, universities or colleges may require up to 12 months to release the commission to Uniexperts.
- c. Efforts to Inform: Uniexperts shall make diligent efforts to inform Service Provider about any delays in commission payment attributable to universities or colleges, providing prompt notifications and updates regarding the anticipated payment timeline.
- d. Understanding in Delays: Service Provider agrees to exercise patience and understanding in the event of unforeseen delays in commission payment due to factors beyond Uniexperts' control.

## ARTICLE 8. FEES POLICY

### 8.1. General Obligation

The Service Provider shall, in the recruitment of students, require that each student pays no less than seventy percent (70%) of the total fee or the entire fee if applicable, before enrolment. This provision shall apply notwithstanding any individual university's or college's fee payment policy.

### 8.2. Fee Payment Percentage

- a. General Requirement: Service Provider shall counsel students to remit a payment of seventy percent (70%) of the total fee prior to enrolment, with such payment calculated based on the total fee amount, regardless of any scholarships or discounts.

- b. Full Fee Payment Cases: Where a university's or college's fee payment policy mandates full payment for enrolment, the Service Provider shall duly notify the students and instruct them to make payment in full.

### 8.3. Student Advice

- a. Information on Payment Requirements: Service Provider shall disseminate clear and precise information to students concerning the fee payment requirements of each respective university or college.
- b. Guidance on Payment Policies: Service Provider shall offer guidance to students on the specific fee payment policies and apprise them of any requisite payments to be made prior to enrolment.

### 8.4. University Fee Payment Policies

- a. Adherence to Policies: Service Provider shall comply with the fee payment policies instituted by each university or college, while prioritizing the minimum seventy percent (70%) payment obligation as specified herein.
- b. Full Payment Cases: Service Provider shall provide suitable advice to students if a university's or college's fee payment policy necessitates the payment of the full fee before enrolment.

### 8.5. Compliance

- a. Awareness of Obligations: Service Provider shall ensure that students are cognizant of their fee payment duties and furnish them with adequate guidance to meet the payment stipulations.
- b. Assistance with Policies: Service Provider shall aid students in comprehending and adhering to the fee payment policies set forth by each university or college, ensuring compliance with the minimum seventy percent (70%) payment requirement.

## ARTICLE 9. ENROLMENT POLICY

### 9.1. Student Arrival

The Service Provider shall ensure that students arrive in the respective country no later than seven (7) days prior to the enrolment deadline established by the university.

### 9.2. Enrolment Procedure

Compliance with University Policy: Service Provider shall guarantee that students adhere to the university's enrolment policy and finalize the entire enrolment procedure, inclusive of all requisite documentation and requirements, prior to the prescribed enrolment deadline.

### 9.3. Commission Contingent Upon Timely Enrolment

- a. Eligibility for Commission: The Service Provider shall be entitled to commission payment solely upon the student's full enrolment in the course within the stipulated enrolment deadline.
- b. Failure to Enrol: Should a student fail to conclude the enrolment process in a timely manner, the Service Provider shall forfeit the commission for that particular student, and respective deductions may be made as provided in this Agreement.

#### 9.4. University Enrolment Exceptions

- a. Adherence to Exceptions: The Service Provider shall comply with any enrolment exceptions sanctioned by the university. If the university accords an exception to the standard enrolment policy, the Service Provider must warrant that students satisfy the criteria delineated in the exception and consummate the enrolment accordingly.
- b. Notification of Exceptions: Service Provider shall notify Uniexperts of any enrolment exceptions conceded by the university and furnish the requisite documentation or evidence as may be demanded.

#### 9.5. Communication of Enrolment Status

- a. Notification of Successful Enrolment: Service Provider shall without delay notify Uniexperts upon successful completion of the enrolment process by the student.
- b. Provision of Documentation: Service Provider shall supply Uniexperts with the necessary documents and information pertinent to the enrolment process.

### ARTICLE 10. DATA PROTECTION POLICY

#### 10.1. Acknowledgment and Compliance with Data Protection Laws

The Service Provider acknowledges the significance of data protection and hereby undertakes to comply with all applicable data protection legislation, including, but not limited to, the General Data Protection Regulation (GDPR) in the European Union, the Data Protection Act 2018 in the United Kingdom, and the Personal Data Protection Law in the United Arab Emirates (UAE).

#### 10.2. Purpose of Data Processing

- a. Uniexperts and Service Provider shall process personal data exclusively for the provision of educational services and related activities, in accordance with the terms and conditions outlined in this Agreement.
- b. Such personal data may encompass, but is not limited to, student information, contact details, academic records, and other data requisite for the provision of services.
- c. Neither Party shall undertake unnecessary data collection without the express consent of the affected party.

#### 10.3. Data Protection Responsibilities

- a. Uniexperts and Service Provider shall act as independent data controllers, each bearing responsibility for compliance with applicable data protection principles and laws.
- b. Both Parties shall institute appropriate technical and organizational measures to protect personal data against unauthorized access, loss, or alteration.
- c. All personal data exchanges between the Parties must occur exclusively through the designated portal or via secure email channels. No other modes of communication shall be utilized for the transmission or sharing of personal data.

#### 10.4. Lawful Basis for Processing

- a. Personal data shall be processed on one or more lawful bases, as delineated in the GDPR and UAE Personal Data Protection Law.
- b. Processing shall be conducted lawfully, fairly, and transparently.

#### 10.5. Data Subject Rights

- a. Both Parties shall honour the rights of data subjects, as delineated under the relevant data protection laws, including access, rectification, erasure, restriction, and portability.
- b. Requests from data subjects shall be addressed promptly and appropriately.

#### 10.6. International Data Transfers

- a. Any international data transfer shall be in conformity with applicable data protection laws, with suitable safeguards instituted.
- b. Adequacy of data protection in the recipient country shall be evaluated, with additional measures implemented if deemed necessary.

#### 10.7. Data Breach Notification

Should a personal data breach occur, both Parties shall promptly evaluate and mitigate risks, notifying relevant authorities and affected subjects if mandated by law.

#### 10.8. Data Retention

- a. Personal data shall be retained only as long as necessary for the purpose for which it was collected, or as required by law.
- b. Suitable data retention periods shall be established in alignment with legal requirements and operational needs.

#### 10.9. Data Protection Officer

A Data Protection Officer (DPO) or responsible individual shall be appointed by both Parties to oversee data protection matters, ensuring legal compliance, and offering guidance as needed.

### ARTICLE 11. TAXATION POLICY

#### 11.1. General Compliance with Tax Laws

The Service Provider hereby acknowledges the imperative nature of abiding by all applicable taxation laws and commits to fulfilling its tax obligations in accordance with the taxation statutes of its respective base jurisdiction(s).

#### 11.2. Tax Compliance

- a. The Service Provider shall strictly adhere to the taxation rules and regulations of its base jurisdiction and shall ensure that all tax obligations are fulfilled in conformity with relevant laws.
- b. The Service Provider shall abstain from any act of tax avoidance or other illicit tax practices and shall conduct its business activities transparently and responsibly in full accordance with applicable tax statutes.

#### 11.3. Value-Added Tax (VAT) and Goods and Services Tax (GST)

- a. The Service Provider shall furnish Uniexperts with its VAT or GST number or PAN number, as applicable, depending upon the jurisdiction in which the Service Provider is registered.



- b. Specific tax treatment, including additional taxes or deductions, shall be determined based on the jurisdictional registration of the Service Provider, in accordance with the provisions set forth herein.

#### 11.4. Cash Transactions

Uniexperts shall not conduct cash transactions with the Service Provider or any third parties. All financial dealings shall be executed through secure and verifiable means, such as bank transfers or electronic payment systems.

#### 11.5. Cross-Border Commissions

In instances of cross-border commissions involving entities in different jurisdictions, Uniexperts shall not be liable to pay any GST or VAT, as further exemplified within this Agreement.

#### 11.6. Tax Documentation

The Service Provider shall supply Uniexperts with requisite tax documentation, including VAT numbers, GST numbers, or PAN numbers, as appropriate, to ensure compliance with tax reporting and other legal obligations.

#### 11.7. Withholding Taxes

The Service Provider shall adhere to all relevant withholding tax obligations within its base jurisdiction, and Uniexperts shall render any necessary collaboration and documents as may be mandated by law.

#### 11.8. Cooperation and Communication

The Service Provider shall maintain open and cooperative communication pertaining to tax matters and shall take all actions in alignment with pertinent tax laws, promptly informing Uniexperts of any regulatory changes that may influence the Agreement.

## ARTICLE 12. SERVICE TIMELINE AND COMMUNICATION POLICY

### 12.1. Application Processing

- a. Uniexperts shall endeavour to process student applications within a generally acceptable timeframe, which shall ordinarily consist of 5 business days, contingent upon receipt of all requisite documents and information.
- b. In the event that additional information or elucidation is required, Uniexperts shall expeditiously liaise with the student or Service Provider to obtain the essential documents or information.

### 12.2. Communication

- a. Uniexperts shall uphold a transparent and regular channel of communication with the Service Provider during the entire service provision.
- b. Uniexperts shall duly address inquiries, apprehensions, or solicitations for progress updates from the Service Provider, ordinarily within a period of 1-2 business days.
- c. The Service Provider shall designate an official contact for communication with Uniexperts to assure effective communication.



- d. All communications between Uniexperts and the Service Provider shall be conducted in a polite and professional manner, in a mutually agreed-upon language, ensuring clarity and mutual respect.
- e. The Service Provider shall abstain from directly communicating with the university on behalf of Uniexperts or a student, with all university-related communication to be channelled through Uniexperts.

### 12.3. Documentation and Information

Uniexperts shall furnish the Service Provider with precise and comprehensive documentation and information as required for the application and enrolment processes and shall share all mandatory documents within a reasonable period to allow for adequate verification and submission.

### 12.4. Enrolment Deadlines

- a. Uniexperts shall duly notify the Service Provider of any deadlines stipulated by universities or colleges for student enrolment.
- b. The Service Provider shall be responsible for ensuring that students are cognizant of the said deadlines and shall facilitate compliance with them.

### 12.5. Updates and Notifications

- a. Uniexperts shall keep the Service Provider apprised of any modifications, postponements, or unexpected circumstances that may impinge on the processing or enrolment procedures.
- b. The Service Provider shall expeditiously disseminate relevant updates or information to students.

### 12.6. Contingency Plans and Delays

- a. Uniexperts and Service Provider shall formulate contingency strategies to counteract potential delays or interruptions.
- b. Both parties shall collaborate in good faith to mitigate any disruptions.

### 12.7. Service Completion

- a. Uniexperts shall consider the service as completed upon the successful enrolment of the student and the corresponding receipt of commission, consistent with the terms herein.
- b. The Service Provider shall notify Uniexperts of the enrolment confirmation, providing necessary evidence as stipulated herein.

### 12.8. Service Quality Assurance

- a. The Service Provider shall maintain high standards of professionalism, accuracy, and responsiveness.
- b. Uniexperts and the Service Provider shall actively solicit feedback and strive for continuous enhancement, promptly addressing any concerns.

## ARTICLE 13. SERVICE CHARGES

### 13.1. Service Fees

- a. Uniexperts shall impose a service fee upon the Service Provider for the services performed pursuant to the terms and conditions of this Agreement.

- b. Said service fee shall be commensurate with the nature, scope, and complexity of the services necessitated by the Service Provider and shall be determined through mutual consent by both Parties.

### 13.2. Payment Terms

- a. Uniexperts shall issue an invoice to the Service Provider, detailing the exact service fee in accordance with the stipulated terms and conditions of the agreement.
- b. The Service Provider shall remit payment to Uniexperts within the period prescribed in the invoice or in a separate payment agreement, if any.

### 13.3. Late Fees

Should the Service Provider fail to make timely payment, Uniexperts shall be entitled to levy late payment fees or interest, to the extent authorized by governing laws or as explicitly defined within the payment terms.

### 13.4. Currency and Exchange Rate

- a. All service charges and payments shall be transacted in the currency explicitly agreed upon by the Parties.
- b. In instances necessitating currency conversion, the applicable exchange rate shall be determined by the prevailing market rates at the time payment is rendered.
- c. The Service Provider shall assume responsibility for any conversion charges incurred due to currency exchange.

### 13.5. Adjustment and Review

Uniexperts shall retain the right to periodically review and modify the service charges, subject to prior notification to the Service Provider and subsequent mutual agreement between both Parties.

### 13.6. Taxes and Duties

The Service Provider shall bear sole responsibility for the settlement of any taxes, duties, or additional financial encumbrances connected to the payment of service charges, in compliance with the demands of the relevant taxation authorities.

### 13.7. Commission Exclusion

For the avoidance of doubt, it is hereby clarified that the service charges referred to herein are distinct from any commission payments that may be applicable as delineated in the Commission Policy. This section pertains exclusively to the charges for services rendered by Service Provider.

## ARTICLE 14. KNOW YOUR CUSTOMER (KYC) POLICY

The Service Provider hereby recognizes the imperative nature of Know Your Customer (KYC) protocols in ensuring transparency, legal compliance, and effective risk management. This KYC Policy is instated to amass and verify pivotal information pertaining to the Service Provider, its directors, and the corporate entity.

### 14.1. KYC Documentation for Directors

- a. The Service Provider is mandated to furnish Uniexperts with comprehensive KYC documentation pertaining to all directors of the

corporate entity. This encompasses, but is not confined to, authenticated copies of identification documents, proof of residency, and any additional documents as necessitated by prevailing laws and regulations.

- b. Uniexperts retains the prerogative to instigate background verifications or validation processes to ascertain the veracity of the information provided.

#### 14.2. KYC Documentation for the Corporate Entity

- a. The Service Provider is obliged to provide Uniexperts with pertinent documentation evidencing the company's legal status, including the certificate of incorporation, memorandum and articles of association, and other germane legal instruments.
- b. Additionally, the Service Provider is required to disclose specifics pertaining to the company's ownership framework, and the identities of any beneficial proprietors, if applicable.

#### 14.3. Modifications to KYC Data

- a. In the event of any alterations to the company's organizational structure, directorship, or other pertinent particulars, the Service Provider must duly notify Uniexperts within a span of 15 days from the date of such modifications.
- b. Any rectifications or amendments to previously submitted KYC data must be expeditiously communicated to Uniexperts, ensuring that all records remain precise and contemporaneous.
- c. A failure to communicate these modifications to Uniexperts in accordance with this clause will result in the withholding of commission payments.

#### 14.4. Data Confidentiality and Preservation

- a. Uniexperts commits to treating all acquired KYC data with utmost discretion, aligning with prevailing data protection legislations.
- b. The Service Provider ensures that all data relayed to Uniexperts is veracious, exhaustive, and procured in compliance with legal mandates. The Service Provider is expressly prohibited from utilizing or disseminating any KYC data obtained from Uniexperts for unauthorized endeavours.

#### 14.5. Adherence to Statutory Mandates

The Service Provider pledges allegiance to all applicable laws and stipulations regarding KYC protocols and will offer unwavering cooperation to Uniexperts during any compliance inspections or assessments, as necessitated.

#### 14.6. Retention of Records

Uniexperts commits to preserving records of the KYC data tendered by the Service Provider for a duration as mandated by pertinent laws or in accordance with Uniexperts' internal policies.

#### 14.7. Repercussions of Non-Adherence

Any dereliction in compliance with the tenets of this KYC Policy may culminate in penalties, legal proceedings, or the revocation of the Agreement, at the sole discretion of Uniexperts.

## ARTICLE 15. PAYMENT AND TRANSACTION POLICY

### 15.1. Disclosure of Bank Account Details

- a. Service Provider shall furnish Uniexperts with precise and current bank account details for the facilitation of payments. This provision of details is subject to KYC (Know Your Customer) compliance procedures, which necessitates the Service Provider to submit relevant documents validating their identity and legitimacy of business operations.
- b. Failure to comply with the KYC requirements may result in delays or withholding of payments. Non-compliance may further lead to termination of this contract as determined by Uniexperts.
- c. Uniexperts pledges to uphold the integrity and security of the bank account data so provided.

### 15.2. Denomination of Remittances

- a. Uniexperts and the Service Provider shall mutually determine the currency denomination for all transactions.
- b. All remittances shall be executed in the mutually agreed currency.

### 15.3. Charges Pertaining to Currency Conversion

- a. Should there be a requisite for currency alteration during payment processes, the Service Provider shall bear the pertinent conversion charges.
- b. Uniexperts is bound to ascertain that the transacted payment to the Service Provider equates to the pre-agreed amount in the specified currency, post any applicable currency conversion charges deduction. Any discrepancies in the amount due to conversion rates should be communicated and resolved within [specific period, e.g., "14 days"] of the payment date.

### 15.4. Transaction-Related Charges

- a. Any fees or charges levied by intermediary financial entities in the transaction process shall be the financial responsibility of the Service Provider.
- b. Uniexperts is obliged to remit the entire owed amount for the services, exclusive of the aforementioned transaction charge.

### 15.5. Payment Terms and Non-Compliance Consequences:

- a. Uniexperts shall disburse payments to the Service Provider pursuant to the pre-agreed payment terms and schedule enshrined in the Commission Payment Agreement or other relevant payment documentation.
- b. If the Service Provider fails to adhere to the terms outlined in the Commission Payment Agreement or engages in any fraudulent or suspicious activity, Uniexperts reserves the right to withhold, delay, or terminate any pending or future payments until the matter is resolved.

### 15.6. Remittance Schedule and Terms

- a. Payments shall be executed by Uniexperts in adherence to the stipulated payment terms and cadence.
- b. Specific remittance terms shall be delineated in the Commission Payment Agreement or other pertinent financial documents.

#### 15.7. Verification of Financial Details

- a. The Service Provider shall ascertain the veracity and legitimacy of the provided bank account details.
- b. Uniexperts retains the prerogative to initiate verification processes, inclusive of exploratory transactions, to validate the bank account information.

#### 15.8. Modifications to Financial Details

- a. The Service Provider must promptly convey, in written form, any modifications to their banking details, inclusive but not limited to changes in account number and banking institution.
- b. Uniexperts shall revise its records accordingly and ensure that ensuing remittances are directed to the updated bank details.

#### 15.9. Prohibition on Cash Remittances

- a. Uniexperts categorically forbids any remittances to the Service Provider or any tertiary entity in cash.
- b. All fiscal interactions shall be executed electronically, employing traceable transaction methodologies.

#### 15.10. Contested Remittances

In instances of contested payments or inconsistencies therein, Uniexperts and the Service Provider shall promptly engage and endeavour collaboratively to rectify the discrepancy in an expedited manner.

#### 15.11. Remittances to Corporate Accounts

- a. Uniexperts shall direct payments towards the corporate accounts or Business name affiliated with the Service Provider's corporate or Business name.
- b. Such corporate account remittances shall be the conventional mechanism for all fiscal interactions.

#### 15.12. Remittances to Personal Accounts

- a. In extraordinary circumstances, wherein the Service Provider solicits remittances to an individual account, Uniexperts may, at its discretion, accommodate such requests.
- b. Remittances to individual accounts shall solely be permissible if the account pertains to the proprietor of the Service Provider's enterprise.
- c. Such personal account transactions shall not exceed 20,000 GBP or its currency equivalent per fiscal annum.

#### 15.13. Record Preservation and Regulatory Conformity

- a. Both contracting parties are obligated to maintain meticulous records of all transactions, encompassing invoices, acknowledgments, and ancillary pertinent documentation.
- b. Parties must remain compliant with all pertinent statutory mandates relevant to fiscal transactions and the prevention of money laundering (AML).

#### 15.14. Determination of Liability for Payment Breaches

- a. In the event of a breach by the Service Provider relating to the payment terms as outlined in this Agreement, the quantum and nature of liability shall be solely determined by Uniexperts.
- b. The Service Provider hereby acknowledges and agrees that they shall have no right to contest or argue against the extent or amount of liability as determined by Uniexperts under this clause.

### ARTICLE 16. POLICY ON UTILIZATION OF THE ONLINE PORTAL

#### 16.1. Provision of Access and Authenticators

- a. Uniexperts shall bestow upon the Service Provider unique access credentials, encompassing but not limited to, usernames and secret passcodes, facilitating access to the online portal.
- b. The Service Provider is obligated to maintain the sanctity and security of said access credentials. Failure to ensure the confidentiality of these credentials may result in immediate suspension of portal access and may also lead to legal action if negligence results in damages to Uniexperts.

#### 16.2. Designation of the Online Portal

- a. The online portal is meticulously architected to streamline the transference of data, documentary evidence, and timely updates germane to the symbiotic partnership between Uniexperts and the Service Provider.
- b. The Service Provider shall employ the portal for designated undertakings including, but not limited to, tendering student applications, perusal of commission statements, and other pertinent liaisons.

#### 16.3. Users Bearing Authorization

- a. The Service Provider shall ensure the portal's utilization is strictly limited to individuals bearing explicit authorization, be it personnel, employees, or representatives.
- b. Any unauthorized portal access or dissemination of portal credentials is categorically forbidden.

#### 16.4. Assurance of Data Sanctity

- a. The Service Provider is mandated to ensure the unwavering integrity and security of all data interactions through the portal.
- b. To ensure this sanctity, best-in-class encryption measures and regular data audits should be adopted.

#### 16.5. Prudent Utilization

- a. The Service Provider is obligated to employ the online portal judiciously and strictly within its designated ambit.
- b. Any perceived security frailties or apprehensions shall be swiftly communicated to Uniexperts.
- c. Engaging in any conduct that might jeopardize the portal's operationality, security, or efficacy is expressly proscribed.

#### 16.6. Data Integrity and Wholeness

- a. The Service Provider shall ensure all data and documents imparted to the online portal are veracious, exhaustive, and contemporaneous.
- b. Any detectable inconsistencies or variations shall be rectified expeditiously.

#### 16.7. Doctrine of Confidentiality

- a. Data exchanged via the online portal is conferred confidential status and shall not be divulged to unsanctioned individuals or entities.
- b. The Service Provider shall institute measures to mitigate potential data exposure or unauthorized disclosures.

#### 16.8. Proprietary Rights and Intellectual Property

- a. The Service Provider duly acknowledges that any content, document, or material disseminated through the online portal constitutes the intellectual property of Uniexperts.
- b. Any unauthorized replication, dissemination, or use of said content is expressly proscribed.

#### 16.9. Provision of Support and Facilitation

- a. For technical guidance, inquiries, or quandaries related to portal utilization, the Service Provider shall liaise with Uniexperts.
- b. Uniexperts is committed to offering the requisite support to guarantee seamless portal operations.

#### 16.10. Adherence to Policy Stipulations

- a. The Service Provider shall remain in compliance with the entirety of the provisions delineated within this Online Portal Usage Policy.
- b. Infractions of this policy may culminate in restricted portal access or other pertinent remedial measures.

#### 16.11. Data Protection and Determination of Liability

- a. The Service Provider shall exercise the utmost diligence in safeguarding the data accessed via the online portal. In the event of a data breach, the determination of the Service Provider's liability, whether due to negligence or otherwise, shall be at the sole discretion of Uniexperts.
- b. The Service Provider, by entering into this Agreement, acknowledges and agrees to abide by Uniexperts' determination of liability and shall have no right to contest or argue against such determination.

### ARTICLE 17. AUDIT RIGHTS

#### 17.1. Right to Audit

- a. Uniexperts reserves the exclusive right to audit, either directly or through a nominated third party, the Service Provider's usage of the online portal. This right is designed to ensure compliance with the terms and conditions stipulated within this contract and other related policies.
- b. The scope of the audit may encompass, but is not limited to, access logs, transaction records, data submission, and any other activity related to the portal.



### 17.2. Notice of Audit

- a. Uniexperts shall provide the Service Provider with a minimum notice of thirty (30) days prior to initiating an audit, unless there's a suspected breach of the agreement, in which case immediate audit rights are conferred.
- b. Such notice will specify the scope, duration, and purpose of the audit.

### 17.3. Cooperation and Facilitation

- a. The Service Provider shall furnish all necessary cooperation and assistance to Uniexperts or its nominated third party during the audit.
- b. This includes, but is not limited to, providing access to relevant personnel, documentation, and any other resources pertinent to the audit.

### 17.4. Confidentiality of Audit

- a. Any information unveiled during the audit process shall remain confidential unless such information reveals a breach of this contract or other malfeasance necessitating further action.
- b. Uniexperts commits to ensuring that the audit process will respect the confidentiality of the Service Provider's sensitive data and will not disrupt the Service Provider's normal business operations more than is necessary.

### 17.5. Rectification of Non-Compliance

- a. Should the audit reveal any non-compliance or breach of the terms stipulated in this agreement by the Service Provider, the Service Provider shall be obligated to promptly rectify such non-compliance or breach.
- b. Depending upon the severity and nature of the non-compliance, Uniexperts reserves the right to impose sanctions as described elsewhere in this agreement or to demand remedial actions.

### 17.6. Audit Expenses:

- a. Unless the audit uncovers significant breaches or non-compliance by the Service Provider, all costs associated with the audit will be borne by Uniexperts.
- b. However, in instances where the audit reveals significant discrepancies or breaches on part of the Service Provider, the Service Provider may be held liable for the expenses incurred during the audit.

## ARTICLE 18. ASSIGNMENT & SUBCONTRACTING

### 18.1. Prior Written Consent

The Service Provider shall not assign, transfer, delegate, or subcontract any of its rights or obligations under this Agreement without the prior written consent of Uniexperts.

### 18.2. Responsibility for Assigned or Subcontracted Services

- a. In the event that the Service Provider assigns or subcontracts any services, it shall remain wholly responsible for any and all services performed by its assignees or subcontractors as if such services were performed by the Service Provider directly.



- b. The Service Provider shall ensure that any assignee or subcontractor is fully aware of, and compliant with, all terms and conditions of this Agreement.

### 18.3. Verification Responsibilities

- a. The Service Provider retains full responsibility for the verification of student information, related documents, and any other relevant data, even if such tasks are executed by an assignee or subcontractor.
- b. Any failures, omissions, or negligence on part of the assignee or subcontractor concerning verification shall be deemed as a failure, omission, or negligence on part of the Service Provider, making them subject to any consequences, penalties, or liabilities outlined in this Agreement.

### 18.4. Indemnification

The Service Provider agrees to indemnify, defend, and hold harmless Uniexperts from any claims, damages, liabilities, or expenses, including reasonable attorney fees, arising out of or in connection with the acts or omissions of any assignee or subcontractor.

### 18.5. Notification Obligations

Should the Service Provider choose to assign or subcontract any portion of its obligations under this Agreement, and should such action receive the requisite approval from Uniexperts, the Service Provider shall notify Uniexperts in writing, providing details of the assignee or subcontractor, the nature of the services being assigned or subcontracted, and a justification for the same.

### 18.6. No Relinquishment of Obligation

Any approved assignment or subcontracting of the Service Provider's obligations shall not relieve the Service Provider of any of its responsibilities, liabilities, or obligations under this Agreement. The Service Provider remains the principal point of contact and bears ultimate responsibility for the adherence to the terms of this Agreement.

### 18.7. Determination of Liability for Subcontracted Services

- a. The liability arising out of or related to services performed by the Service Provider's assignees or subcontractors shall be determined exclusively by Uniexperts.
- b. The Service Provider, its assignees, or subcontractors, by virtue of this Agreement, relinquish any right to challenge or argue against Uniexperts' determination of liability pertaining to services rendered under this Agreement.



## ARTICLE 19. AGREEMENT CONCLUSION

By their execution, the parties below acknowledge they have read and understood the entirety of this agreement, and that they willingly accept and agree to be bound by the terms and conditions herein.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first below written.

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**For Uniexperts:**

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[Name of Authorized Signatory] [Date]

Title:

Signature: \_\_\_\_\_

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**For [Service Provider's Company Name]:**

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[Name of Authorized Signatory] [Date]

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

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