



## INTERNATIONAL STUDENT RECRUITMENT AGREEMENT

This International Student Recruitment Agreement is effective on \_\_\_\_\_ between:

**AI ML Admit Group referred to as Admit Group** a company.

And

Recruiter: \_\_\_\_\_ (Company Name)

Address:

Email:

Phone:

(Admit Group and Recruiter shall collectively be referred to herein as the “Parties”).

1. **Appointment.** Admit Group hereby appoints Recruiter as its non-exclusive agent for the promotion of those Programs offered by Admit Group University Partners, as updated and amended from time to time. Recruiter agrees that it shall act in that capacity, subject to this Agreement.
2. **Recruiter Responsibilities.** Recruiter will recruit International Students to enroll in the Programs who are currently residing in India. Recruiter will provide International Students with any necessary information required to apply to and enroll in Programs, including admission requirements, tuition, visa requirements and requirements of the Programs for CPT. Admit Group shall also have the right, but not the obligation, to direct International Student leads to Recruiter for students located in India; should such International Students successfully enroll in the Programs, Recruiter shall be compensated for such International Students also as outlined below.
3. **Actions Prohibited.** Recruiter will not promote the Programs to or facilitate applications from any individuals who
  - 3.1. are clearly not academically qualified to meet the admission requirements of the Programs,
  - 3.2. are not financially qualified to pay the tuition and cost of living for the duration of the Programs,
  - 3.3. are US citizens or permanent residents of the United States or Title IV Financial Aid eligible.
4. **Costs.** All costs of the Recruiter’s activities hereunder shall be solely borne by Recruiter.
5. **Fees.** The Recruiter shall receive a fee depending on the university for each International Student recruited or serviced by Recruiter and enrolled into a Program as provided in Schedule A.
6. **Invoice and payment.** Recruiter is responsible for invoicing Admit Group at the end of 1st semester of the student and Payment will be made to Recruiter no later than 30 days of invoice date.
7. **Term and Termination.** The term of this Agreement begins on the date of signing of this Agreement and will continue until terminated by either Party. Either Party may terminate this Agreement at any time by giving the other party 30 days’ notice via email. If Recruiter breaches any part of this Agreement, Admit Group may terminate this Agreement at any time and with immediate effect by giving written notice to Recruiter at the address written above. Notice will be deemed to have been given upon delivery to Recruiter’s address. Termination by either Party does not affect Fees earned by Recruiter hereunder, which will be paid when due.
8. **Non-Solicitation and Non-Competition.**
  - 8.1. **Non-Solicitation of Clients/Customers.** For the duration of this agreement and for twelve (12) months thereafter, irrespective of whether this agreement is terminated voluntarily or



involuntarily, for any reason or no reason, Representative agrees not to, directly or indirectly, solicit, accept business from, or perform services for any ADMIT GROUP customer or client, encourage any customer or client of ADMIT GROUP to cease doing business with ADMIT GROUP or to engage in business with any entity or individual competitive with RAPID TECHNOLOGIES LLC, or otherwise interfere with any of RAPID TECHNOLOGIES's client and customer relationships. ADMIT GROUP customers and clients include both individuals seeking placement at universities or colleges in the U.S.A. as well as RAPID TECHNOLOGIES LLC's college and university partners.

- 8.2. **Non-Solicitation of Vendors and Employees.** For the duration of this agreement and for twelve (12) months thereafter, irrespective of whether this agreement is terminated voluntarily or involuntarily, for any reason or no reason, Representative agrees not to solicit, divert or induce, directly or indirectly, any of RAPID TECHNOLOGIES' contractors, vendors, or employees to terminate any relationship with RAPID TECHNOLOGIES.
- 8.3. **Restrictions Reasonable.** Representative and ADMIT GROUP agree that the restrictive covenants provided herein are reasonable and necessary for the protection of RAPID TECHNOLOGIES' business, goodwill, confidential and proprietary information. If any of the provisions of this Section 2 are held to be unenforceable, the remaining provisions shall nevertheless remain enforceable, and the court making such determination shall modify, among other things, the scope, duration, or geographic area of this Section to preserve the enforceability hereof to the maximum extent permitted by law.

## **9. Non-Disclosure of Confidential Information.**

- 9.1. **Confidential Information.** Representative recognizes that ADMIT GROUP now possesses and will continue to possess information of a confidential or secret nature in, among others, written, unwritten, electronic, and image form, which has unique commercial value in the business in which ADMIT GROUP is engaged (hereinafter referred to as "Confidential Information"). Confidential Information includes, without limitation, any nonpublic information pertaining to ADMIT GROUP and may include information concerning RAPID TECHNOLOGIES' processes, finances, advertising and marketing plans, product plans, business strategies, profit margins, seasonal plans, goals, objectives and projections, compilations and analyses of ADMIT GROUP services, the identity of vendors, business partners, suppliers, and customers, including lists thereof, and otherwise. Such information is and shall remain the property of RAPID TECHNOLOGIES.
- 9.2. **Obligation Not to Disclose.** At all times, both during and after the term of this agreement, Representative agrees to keep in strict confidence all Confidential Information and not use or disclose any Confidential Information or anything related to it, in whole or in part, nor permit others to use or disclose it in any way, without the prior written consent of RAPID TECHNOLOGIES, except as may be necessary in the ordinary course of representing ADMIT GROUP as provided for in this agreement. Representative further agrees to inform ADMIT GROUP immediately in writing in the event of any breach of this obligation of confidentiality.
- 9.3. **Obligations Upon Termination.** Upon termination of this agreement, voluntary or involuntary, for any reason or no reason, Representative agrees to promptly deliver to ADMIT GROUP all materials, documents, data, equipment, and other physical or digital property of any nature containing or pertaining to any Confidential Information.
- 9.4. **Third-Party Information.** Representative recognizes that ADMIT GROUP has received and will receive confidential or proprietary information from third parties. Representative agrees to hold all such information in confidence and not use or disclose such information to anyone except as necessary in carrying out the representation of ADMIT GROUP as set forth in this agreement and consistent with the terms of RAPID TECHNOLOGIES' agreement and/or understanding with such third party(ies).

**10. Miscellaneous**

- 10.1. **Injunctive Relief.** Representative agrees and understands that breach of this agreement may cause ADMIT GROUP irreparable harm, which may not be adequately compensated by money damages. Accordingly, in the event of a breach or threatened breach of this agreement, ADMIT GROUP will be entitled to injunctive or other equitable relief to enforce the provisions hereof, in addition to such other remedies to which ADMIT GROUP may be entitled, including the recovery of money damages.
- 10.2. **Severability.** If any provision of this agreement is held by a court of competent jurisdiction to be void or unenforceable for any reason, the remaining provisions of this agreement shall nevertheless continue in full force and effect.
- 10.3. **Binding on Representative.** The covenants contained in this agreement are binding on Representative, its owners, officers, directors, successors-in-interest, and assigns.
- 10.4. **Modifications.** This agreement may not be modified or amended except by a written agreement that refers to this agreement and is signed both parties hereto.

**REPRESENTATIVE**

**Admit Group**

By: \_\_\_\_\_

*(Signature of Authorized Representative)*

By: \_\_\_\_\_

*(Signature)*

Role: \_\_\_\_\_

Role: \_\_\_\_\_

Name: \_\_\_\_\_

*(Please Print)*

Name: \_\_\_\_\_

*(Please Print)*

Date: \_\_\_\_\_

Date: \_\_\_\_\_