

This agreement made in duplicate effective the 4 day of March, 2022 between

EDUBOOKINGS.COM LLC a Florida corporation, with a principal place of business located at 999 Brickell Bay Drive Suite 308. Miami, FL 33131

(hereinafter referred to as “EduBookings”)

OF THE FIRST PART

-and-

Sapien Students Solutions, a Bangladesh corporation, with a principal place of business in 187/2, Modhimita Misti Goli, Arambag Mor, Motijeel, Dhaka-1000 Bangladesh

(hereinafter referred to as “Recruiting Agency”)

RECITALS

WHEREAS, Edubookings is a corporation duly formed under the laws of the State of Florida engaged in the business of providing University placement services to individual students, academic institutions and other educational agencies and to manage and supervise the various aspects of international student's enrolment with U.S. Post Secondary Institutions;

WHEREAS, Recruiting Agency is engaged in the business of providing educational services to international students attending universities in the United States, United Kingdom and Australia;

WHEREAS, Recruiting Agency as part of its the school services, offers enrollment opportunities to international students desiring to study in U.S. Post Secondary Institutions;

WHEREAS, Recruiting Agency wishes to retain EduBookings as an independent contractor to manage student University placements, as needed by the Recruiting Agency at the Recruiting Agency's discretion, for international high school students who are on track to complete their Grades 12, are already high school graduate students or bachelor degree students and EduBookings desires to be engaged by the Recruiting Agency for such purposes;

NOW, THEREFORE, in consideration of the mutual covenants and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby represent, covenant, and agree as follows:

1. ENGAGEMENT

Subject to the terms and conditions of this Agreement, Recruiting Agency hereby engages EduBookings as an independent contractor to locate and manage students University placements, as needed by Recruiting Agency for international students who are on track to complete to begin their bachelor's or master's degrees, and are enrolled in Recruiting Agency's Program, and EduBookings hereby accepts such engagement.

2. TERMS OF AGREEMENT

This Agreement shall commence on the Effective Date and shall remain in force for a period of three (3) years thereafter, unless sooner terminated (the Term). This Agreement shall automatically continue after the Term, on a year-to-year basis, (each one (1) year period after the Term referred to herein as a Subsequent Term) unless either Party terminates this Agreement at least ninety (90) days prior to the end of the Term or the respective Subsequent Term.

3. TERMINATION

Either party may cancel this agreement, without cause, by providing ninety (90) days written notice to the other party. However, no such termination shall relieve EduBookings or the Recruiting Agency of their respective obligations to provide the services set forth in this Agreement with respect to any students already attending and enrolled in the Program.

Either party may terminate this Agreement immediately upon: a material breach by the other party; or upon the bankruptcy or insolvency or general assignment for the benefit of creditors of the other party or the commencement of any judicial proceeding seeking to adjudicate the other party bankrupt or insolvent or to appoint a receiver, trustee or similar official for the other party, with respect to which proceeding no stay has been granted within sixty (60) days after the entry of an order for relief. However, no such termination will relieve Edubookings or the Recruiting Agency of their respective obligations to provide the services set forth in this Agreement with respect to any pending Applications.

4. ROLES AND RESPONSIBILITIES

A. EduBookings Responsibilities.

1. Gather from applicants the required academic documents (transcripts) and entrance exams scores (TOEFL, IELTS, SAT, ACT if required).
2. Verify admissibility of applicants.
3. Provide applicants access to the EduBookings university application system.
4. Provide applicants the list of EduBookings's University Partners.
5. Counsel applicants regarding universities that would be best for them.
6. Confirm with applicants, university choices as well as sought majors.
7. File application to up to 1 or more universities – 1 university shall be chosen amongst EduBookings' university partners.
8. Inform applicants regarding any documents that shall be submitted directly to the universities, either by the applicants, or natural parents.
10. Inform applicants of enrollment decisions and allow applicants to make the final decision regarding his university of choice.
11. Confirm with the chosen university, applicants' enrollment.
13. Inform the Recruiting Agency of participants' enrollment decision.

12. Communicate with the ISS office of the chosen university to initiate the process of transferring the SEVIS record from the applicants' current destination to their university of choice.
13. Ensure that the I-20 form is sent to applicants by the university.
14. Organize the arrival of applicants at the university.
15. Monitor applicants for the first 30 days of the first semester to address any issues or concerns.
16. Follow-up with applicants at the end of the first semester.
17. Follow-up with applicants at the end of the first academic year.

B. Recruiting Agency Responsibilities.

1. Promote the EduBookings University Placement program to international students who are on track to complete their High School Senior year or have completed their high school studies or bachelor's degree and meet other program's admission requirements.
2. Inform Edubookings of potential participants in the program at least 90 days (90) before the start date of the semester in which, participants wish to register for. Note that most universities have application deadlines, which exceed the 90-day period and, therefore, participants' university choices shall be limited to universities that are still accepting applications.
3. Ensure that applicants and their natural parents complete and sign an application form, which is to contain a list of the services to be provided and the full cancellation and refund policy.
4. Collect all fees associated with each enrolled student's participating in the Edubookings University Placement Program. The failure of the Recruiting Agency to collect any such fees shall not relieve the Recruiting Agency of any of its obligations under this Agreement.
5. In the event of participants becoming unresponsive to Edubookings requests for information, the Recruiting agency shall communicate with the student and if needed the natural parents to ensure that communication with the Edubookings staff is maintained in order to continue and complete the enrollment process.

5. FINANCIAL TERMS AND CONDITIONS

A. Fees

In consideration of services rendered, the Recruiting Agency shall pay EduBookings, for every participant registered in the application and processing, a one-time fee of \$250.00 USD for bachelor's degrees and US\$350 dollars for Master's degrees per university. Payment shall occur prior to EduBookings initiating the process of enrollment with a U.S. Post Secondary Institution,

B. Cancellation

Cancellation refers to the Recruiting Agency notifying Edubookings, before student's confirmation of enrollment with a U.S. Post Secondary Institution, that student will no longer be attending the program. Edubookings shall refund to the Recruiting Agency a fee of \$0.00 for any cancellations.

C. Rejection

Rejection refers to EduBookings notifying the Recruiting Agency, that following a complete review of a student's application documents and academic record that placement in a U.S. Post Secondary Institution shall not be possible. Edubookings shall refund to the Recruiting Agency the entire fee paid for any rejections prior to processing the application.

D. Compensation

EduBookings will pay 70% of all commissions received to the Recruiting agency of the students referred to EduBookings by the Recruiting Agency.

6. METHOD OF PAYMENT

Fees are payable to Edubookings by Recruiting Agency via direct deposit, credit card or wire payment.

7. CONFIDENTIALITY

The parties agree that the terms of this Agreement shall be held in the strictest confidence and that, unless the party receives the prior written consent of the other party, each party shall keep the terms of this Agreement strictly confidential. The parties further agree that only that Edubookings's senior directors and officers, and Recruiting Agency's senior directors and officers, are privy to the terms of this Agreement. The parties agree that no part of this Agreement may be shared in any format (verbal or written) without the prior written consent of the other party.

8. NON-SOLICITATION

During the term of this Agreement and for a period of twenty-four (24) months after termination of this Agreement, the Recruiting Agency shall not, for itself or any third party, solicit, divert or attempt to divert from Edubookings (or any affiliate of it that might be formed) any of its employees or directors. Furthermore, the Recruiting Agency shall not solicit any of Edubookings's Universities partners nor interfere with Edubookings's relationships with its Universities partners during said period.

9. SUBCONTRACTING

Each party acknowledges that its obligations under this Agreement are personal and that the other party is relying on its professionalism and high quality of service. Consequently, each party shall satisfy its obligations under this Agreement solely through its officers, employees

and other individual persons each of whom has arranged directly with the party to provide his or her own services and not the services of any other person or entity. Neither party may subcontract its obligations under this Agreement to any person or entity not described above, except that a party may subcontract with any person or entity to which the other party has consented in writing; but the subcontracting party shall at all times remain responsible for the satisfaction of its obligations under this Agreement.

10. PROPRIETARY INFORMATION

Recruiting Agency shall hereby acknowledge that, in connection with its relationship with Edubookings in the performance of this Agreement, the Recruiting Agency shall gain access to Proprietary Information which is important to Edubookings's business and Program. For purposes of this Agreement, "Proprietary Information" is information that was or will be developed, created, or discovered by or on behalf of Edubookings, or which became or will become known by, or was or is conveyed to Edubookings, which has commercial value to Edubookings business, unless (i) the information is or becomes publicly known through lawful means; (ii) the information was rightfully in Recruiting Agency's possession or part of Recruiting Agency's general knowledge prior to its relationship with Edubookings; or (iii) the information is disclosed to the Recruiting Agency without confidential or proprietary restriction by a third party who rightfully possesses the information (without confidential or proprietary restriction) and who did not learn of it directly from Edubookings.

Proprietary Information includes, without limitation, Edubookings contractual agreements with Universities and any information relating to (i) information regarding the placement of Students; (ii) Edubookings's billing and collection procedures and policies; (iii) Edubookings's marketing information; (iiii) all other information that has been or will be given to the Recruiting Agency in confidence by Edubookings (v) any information not described above which Edubookings obtains from another party and which Edubookings treats as proprietary or designates as Proprietary Information.

11. WAIVER

The failure of any Party to enforce at any time any of the provisions of this Agreement shall in no way be construed to be a waiver of any such provision, nor in any way to affect the validity of this Agreement or any part hereof or the right of any Party thereafter to enforce each and every such provision. The waiver of any breach of any term or condition of this Agreement is not a waiver of any other term or condition of this Agreement.

12. ENTIRE AGREEMENT

This Agreement constitutes the sole and entire agreement between the parties with respect to the matters contained herein. Any and all prior or contemporaneous agreements and negotiations, whether oral or written, with respect to the subject matter of this Agreement, are hereby superseded.

13. AMENDMENT OF AGREEMENT

No modification of, deletion from, or addition to this Agreement shall be effective unless made in writing and executed by both parties.

14. SEVERABILITY

If any term or provision of this Agreement or application to any person or circumstance shall to any extent be determined to be invalid or unenforceable, the remainder of this Agreement or the application of such term or provisions to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

15. CONSTRUCTION OF AGREEMENT

The Section headings have been inserted for convenience only, and shall not be considered or referred to in resolving questions of interpretation or construction. In determining the meaning of, or resolving any ambiguity with respect to any word, phrase, or provision of this Agreement, no uncertainty or ambiguity shall be construed or resolved against either party under any rule of construction, including the party primarily responsible for the drafting and preparation of this Agreement.

16. INDEMNIFICATION

This agreement shall not be deemed to create any relationship by which one party might be liable for the commissions or omissions of the other party. To the fullest extent permitted by law, each party shall indemnify and hold harmless the other party and its employees from and against all claims, liabilities, damages, losses, and costs including, but not limited to, reasonable costs and attorneys' fees, resulting from the other party performance under this Agreement or to the extent caused by negligence, recklessness, or intentional wrongful conduct of the other party or persons employed or utilized by the other party in the performance of this Agreement.

The provisions of this Section are intended to require each party to furnish to the other party the greatest amount of indemnification allowed under Florida law. To the extent any indemnification requirement contained in this Agreement is deemed to be in violation of any law, that provision shall be deemed modified so that each party shall be required to furnish the greatest level of indemnification to the other party as was intended by the parties hereto.

17. ATTORNEYS' FEES

In the event either party to this Agreement shall commence legal proceedings against the other to enforce the provisions of this Agreement or to declare rights and/or obligations under this Agreement, the prevailing party shall not be entitled to recover from the losing party its costs of suit, including attorneys' fees.

18. RELATIONSHIP OF PARTIES

Nothing in this Agreement shall be construed as constituting a partnership, joint venture, employment relationship, or agency relationship between the parties for any purpose. School enters this Agreement as an independent contractor with sole control over the means, manner, and method by which it performs the services under this Agreement.

19. GOVERNING LAW: CAPTIONS

This Agreement contains the entire agreement between the parties with respect to the subject matter of this Agreement and shall be governed and construed in accordance with the laws of the State of Florida, U.S.A. The parties to this Agreement agree and consent to the jurisdiction of and venue in the courts in Miami, Florida, U.S.A. in all disputes arising out of or relating to this Agreement.

20. COMMUNICATIONS

Any notice required or permitted to be given under this AGREEMENT by one party to the other party will hereby be in writing and will hereby be given and deemed to have been given immediately if delivered in person to the recipient's address set forth in this section or on the date shown on the certificate of receipt if placed in the United States mail, postage prepaid, by registered or certified mail with return receipt requested, addressed to the receiving party at the address hereinafter specified

Sapien Students Solutions

Att: Azam-e Galib

187/2 Modhimita Goli, Arambag Mor,

Dhaka-1000 Bangladesh

Email: org.sapien@gmail.com

Edubookings.com LLC

Attn: Legal Department

321 E Siena Heights CT

Draper, UT 84020

Email: kacero@edubookings.com

21. AUTHORITY TO ENTER INTO AGREEMENT

Each Party warrants and represents that it has full power and authority to enter into this Agreement.

Kamil Acero

For: **Edubookings.com LLC.**

Managing Partner

Signature

Azam-e Galib

For: **Sapien Students Solutions**

Chief Executive Officer



Signature