

**Opresnik Management Consulting
Higher Education Programme
Memorandum of Understanding
For Cooperation and Recruitment in MENA**

This **Memorandum of Understanding ("MoU")** is made and entered into on this 5/14/2025, by and between:

Opresnik Management Consulting (OMC)

Registered Address: Hans-Eidig-Weg 17, D-21227 Bendestorf, Germany

Represented by: Prof. Dr. Marc Oliver Opresnik
(Hereinafter referred to as "OMC")

and

Nikolay (Niko) Vylegzhanin

Address: XXX

(Hereinafter referred to as "Nikolay (Niko) Vylegzhanin")

Whereas,

OMC offers a variety of educational programs, including the MBA Pathway Postgraduate Programme, in collaboration with institutions such as the University of Central Lancashire, Anglia Ruskin University, the University of Wolverhampton, and other leading UK-based universities. Nikolay (Niko) Vylegzhanin has expressed interest in cooperating with OMC to support student recruitment for its academic programs within – but not limited to - the territory of MENA.

Now, therefore,

in consideration of the mutual promises and covenants contained herein, the parties agree as follows.

1. Cooperation and Recruitment

1.1

OMC and Nikolay (Niko) Vylegzhanin hereby agree to cooperate in the promotion, marketing, and recruitment of students for OMC's academic programs within MENA and other countries.

1.2

Nikolay (Niko) Vylegzhanin shall work to recruit qualified students for OMC's programs and consult them in the application process.

1.3

OMC shall provide Nikolay (Niko) Vylegzhanin with necessary materials and guidance to ensure proper promotion and recruitment activities.

2. Responsibilities of Nikolay (Niko) Vylegzhanin

2.1

Nikolay (Niko) Vylegzhanin shall actively promote OMC's academic programs and recruit students in MENA and other countries.

2.2

Nikolay (Niko) Vylegzhanin shall ensure that marketing materials and promotional efforts are aligned with OMC's branding and program guidelines.

2.3

Nikolay (Niko) Vylegzhanin shall have the right to freely select and collaborate with third-party partners, agents, or organizations to support her recruitment efforts, provided that such collaborations align with OMC's program guidelines and branding.

2.4

Nikolay (Niko) Vylegzhanin and his selected partners shall not directly engage with universities or academic institutions involved in OMC's programs without prior written consent from OMC, ensuring that all collaborations go through OMC.

3. Responsibilities of OMC

3.1

OMC shall provide Nikolay (Niko) Vylegzhanin with relevant program information, marketing materials, and any necessary support to enable effective student recruitment.

3.2

OMC shall process all student applications and communicate admissions decisions in a timely manner.

4. Term and Termination

4.1

This MoU shall remain in effect for an initial period of three (3) years from the date of signing.

4.2

Either party may terminate this MoU by providing written notice of termination at least ninety (90) days in advance.

4.3

In the event of termination, both parties agree to fulfill any outstanding obligations related to students already recruited and enrolled before the termination becomes effective.

5. Compensation

5.1

Nikolay (Niko) Vylegzhanin shall receive a commission based on the total number of students recruited from MENA and other eligible countries. The commission shall be calculated as follows:

- For 1-14 students recruited: €500 per student
- For 15-25 students recruited: €600 per student
- For 26 or more students recruited: €700 per student

In addition, for each B2B client Nikolay (Niko) Vylegzhanin recruits, she shall receive a flat fee of €3,000.

A B2B Client is defined as a business or organization that enrolls a minimum of fifteen (15) students in the MBA program within a single intake period. Only when this threshold is met does the B2B flat fee of €3,000 apply. If fewer than five (5) students are enrolled by a company, only the standard per-student commission applies (€500–€700 per student, depending on total enrollments), and the B2B flat fee does not apply. The per-student commission remains applicable for any additional

students recruited by the same company in subsequent years, even if they did not meet the initial B2B threshold.

For students from emerging economies (E20 countries including India, Brazil, Russia, Mexico, Indonesia, Turkey, and others), OMC offers an “Emerging Countries Scholarship Program” available upon request. This program provides a 20% reduced tuition fee, resulting in a fee of €13,440 (excluding VAT) for the entire MBA program. The standard price for students from non-E20 countries is currently €16,800 (excluding VAT) for the entire MBA program.

For participants enrolling in the Top-Up program, Nikolay (Niko) Vylegzhanin shall receive an additional compensation of 10% of the respective net final sale price. This amount is based on the actual invoiced net price and considers any applicable regional price adjustments.

Example: If the net final sale price is €12,000, the compensation per participant will be €1,200.

5.2

The standard and scholarship tuition fees for the MBA program are subject to change at the sole discretion of Opresnik Management Consulting (OMC). Any such changes will be communicated to prospective students and recruitment partners in advance of application deadlines.

5.3

Payment terms shall be agreed upon separately, once students are enrolled and fees have been received by OMC.

6. Confidentiality

Both parties agree to maintain the confidentiality of all proprietary information exchanged during the term of this MoU.

7. Governing Law

This MoU shall be governed by and construed in accordance with the laws of Germany.

In Witness Whereof, the parties hereto have executed this MoU as of the day and year first above written.

For Opresnik Management Consulting (OMC):

Nikolay (Niko) Vylegzhanin:

Signature: _____

Name: Prof. Dr. Marc Oliver Opresnik

Signature: _____

Name: Nikolay (Niko) Vylegzhanin

Date: 5/14/2025

Date: _____