



AUTHORIZED REPRESENTATIVE AGREEMENT

STUDY METRO PVT. LTD. and -----("Representative") agree to work together to assist international students continue their education in the United States. This Agreement is intended to enhance the relationship between the parties to identify international student candidates for enrollment at SM partner universities.

WHEREAS, Study Metro Pvt Ltd ("SM") is an exclusive education services provider for various colleges and universities in the U.S.A.,

WHEREAS, SM has expended substantial time, effort, and expense, to develop relationships with and information concerning a variety of colleges and universities in the U.S.A., as well as its contractors, vendors, and others, who assist in the placement of students at such colleges and universities;

WHEREAS, ----- ("Representative") is an international student consulting agency willing to represent SM as an Authorized Representative by assisting in the recruitment of students and professionals desirous of studying in the U.S.A.;

WHEREAS, Representative will be given access to confidential and proprietary information concerning SM business operations and prospects and will be expected to utilize and capitalize on the goodwill developed by SM with its business partners including the colleges and universities with which it has contractual or other business relationships, as well as SM' agents, vendors, and others;

WHEREAS, SM and Representative have agreed to enter into the following agreement for their respective mutual benefit and with the understanding that all customer and client relationships are ultimately the property and intended for the benefit of SM;

NOW THEREFORE, for good and valuable consideration as set forth herein, SM and Representative agree as follows:

1. **Representation of SM.** Representative is hereby authorized by SM to recruit students/professionals for placement in study abroad, pathways, conditional admission, English language Associate, Bachelor, Graduate and Doctoral degree programs at SM' partner colleges and universities.

1.1. **Duties and Authority.** Representative agrees to use all reasonable means of recruitment in accordance with the procedures and guidelines set forth herein, policies, guidelines, restrictions and instructions separately provided by SM, as well as in compliance with all applicable law including, but not limited to, the laws of the United States of America and of any foreign jurisdiction in which Representative

operates. Representative is authorized to counsel and inform prospective clients solely in accordance with the published promises and commitments made by SM and its partner colleges and universities.

1.2 **Representative** is provided with non-exclusive rights allowing it to assist students to pursue other universities outside of the SM partner network. It is agreed that no separate additional agreement or contract will be extended by Representative to a third party individual, sub agency or organization to act on behalf of SM without the prior, written approval.

1.3. **Advertising and Promotion.** Representative shall use its own means of advertising and promotion and Representative shall pay for the same. All promotion and advertising is subject to approval by SM and its partner colleges and universities.

1.4 **SM agrees**, immediately upon the signing of this agreement, to provide a secure login and password to the private Representative - SM applicant portal. STUDY METRO PVT. LTD. agrees the information available within the portal is confidential and is not to be disclosed to anyone (student families, sub agent etc.) outside their immediate company organization.

1.5 **Representative** agrees to provide actual email id and phone number of Students to SM Partner's universities for mock interview.

1.6 It is agreed the parties will work together to assist student's complete applications and submit all required, original academic and financial documents on time as per each university's requirements. It's agreed SM and **Representative** will take responsibility to ensure all staff, sub agents and other persons employed or contracted comply with truthful, ethical standards and best practices throughout the admission and enrollment process.

1.7. **Compensation:** It will vary according to the "**Study Metro Franchisee Commission**" provided for each member SM university. It is agreed the parties will not disclose the nature of the compensation level or any of the specific terms of this Agreement to any student, agency, agent, sub agency, organization or any outside party. Sharing confidential information and/or compensation rates listed here may lead to the dissolution of this Agreement. Compensation rates are subject to change based on revisions made by member universities.

1.8. **Liability.** By this agreement, SM does not accept liability for any actions or conduct by Representative. Representative agrees, acknowledges, and affirms, that it does not have the authority to make representations or commitments on behalf of SM.

1.9 All students originating from **Representative** must be informed that university costs must be paid in full at the beginning of classes every semester. Compensation to Representative and SM can be provided before or after students pay their university tuition, fees and other university cost in full each semester. It is agreed parties will work together to ensure student payments are made promptly and on time. Once SM receives compensation from a university, payment will be made to Representative usually within 14-21 days.

1.10. **Term.** This agreement shall be in effect for two (2) years from the date signed by Representative. The parties intend, however, that upon the conclusion of two (2) years, this agreement will be reviewed and may be renewed on terms agreeable to all parties. Any such renewal must be made in writing executed by all parties. Notwithstanding the above, SM reserves the right to terminate this agreement at any time due to lack of performance, misrepresentation, or any breach of the terms of this agreement.

2. Non Solicitation and Non Competition.

2.1. 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 SM customer or client, encourage any customer or client of SM to cease doing business with SM or to engage in business with any entity or individual competitive with SM, or otherwise interfere with any of SM's client and customer relationships. SM customers and clients include both individuals seeking placement at universities or colleges in the U.S.A. as well as SM's college and university partners.

2.2. 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 SM's contractors, vendors, or employees to terminate any relationship with SM.

2.3. Restrictions Reasonable. Representative and SM agree that the restrictive covenants provided herein are reasonable and necessary for the protection of SM's 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.

3 Non-Disclosure of Confidential Information.

3.1. Confidential Information. Representative recognizes that SM now possesses and will continue to possess information of a confidential or secret nature in, among others, written, unwritten, electronic, or any other form, which has unique commercial value in the business in which SM is engaged (hereinafter referred to as "Confidential Information"). Confidential Information includes, without limitation, any nonpublic information pertaining to SM and may include information concerning SM's processes, finances, advertising and marketing plans, product plans, business strategies, profit margins, seasonal plans, goals, objectives and projections, compilations and analyses of SM services, the identity of vendors, business partners, suppliers, and customers, including lists thereof, and otherwise. Such information is and shall remain the property of SM.

3.2. 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 SM, except as may be necessary in the ordinary course of representing SM as provided for in this agreement. Representative further agrees to inform SM immediately in writing in the event of any breach of this obligation of confidentiality.

3.3. Obligations Upon Termination. Upon termination of this agreement, voluntary or involuntary, for any reason or no reason, Representative agrees to promptly deliver to SM all materials, documents, data, equipment, and other physical or digital property of any nature containing or pertaining to any Confidential Information.

3.4. Third-Party Information. Representative recognizes that SM 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 SM as set forth in this agreement and consistent with the terms of SM' agreement and/c understanding with such third party(ies).

4. Miscellaneous.

4.1. Injunctive Relief. Representative agrees and understands that breach of this agreement may cause SM irreparable harm, which may not be adequately compensated by money damages. Accordingly, in the event of a breach or threatened breach of this agreement, SM will be entitled to injunctive or other equitable relief to enforce the provisions hereof, in addition to such other remedies to which SM may be entitled, including the recovery of money damages.

4.2. Severability. If any provision of this agreement is held by a court of competent jurisdiction to be void unenforceable for any reason, the remaining provisions of this agreement shall nevertheless continue in full force and effect.

4.3. Binding on Representative. The covenants contained in this agreement are binding on Representative, its owners, officers, directors, successors in interest, and assigns.

4.4. Modifications. This agreement may not be modified or amended except by a written agreement that refers to this agreement and is signed by both parties hereto.

4.5. Governing Law; Jurisdiction. This agreement shall be governed by and construed in accordance with the laws of the State of Utah. With respect to any claim or action arising under this Agreement each party to the Agreement hereby (a) irrevocably submits to the exclusive jurisdiction of the Courts of the State of Utah and (b) irrevocably waives any objection which such party may have at any time to the laying of venue of any suit, action or proceeding arising out of or relating to this agreement brought in any such court, irrevocably waives any claim that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum and further irrevocably waives the right to object, with respect to such claim, suit, action or proceeding brought in any such court, that such court does not have jurisdiction over such party.

Representative

Study Metro Pvt Ltd

By -----

By -----

Date:

Date:

Name:

Name: