

KiLax Ltd (UK)

Student Recruitment / Placement / Transfer Agreement

This agreement entered into this 3rd day of June 2022 is made between the following parties:

First Party: (NEHRU GRAM BHARATI (DEEMED TO BE UNIVERSITY, PRAYAGRAJ), here-on referred to as NGB(DU) (founded by NEHRU GRAM BHARATI SOCIETY, PRAYAGRAJ), Jamunipur, Kotwa, Dubawal Prayagraj 221505, Uttar Pradesh, India

AND

Second Party: (KiLax Ltd) (UK Company House Regd no. 08717978) Hereafter, can be called Agent, Regd, Address: c/o Udgorn Seion & Beesol Consultancy, Docklands Business Centre 10-16, Tiller Road, London, E14 8PX

1. Purpose

- a. NGB(DU) wishes to appoint on KiLax Ltd as a representative of NGB(DU)to for the purpose of placement of eligible students into various organizations (both for internship/job) and universities/colleges/institutes/ B Schools programs (undergraduate/ post-graduate/diplomas/short-term programmes in multiple territories such as the USA, Canada, Australia, New Zealand, Singapore, UAE, the UK and EU countries.
- b. It is understood that any and all references herein to the term "student" also includes the parent(s)/legal guardian(s) of the student or prospective student.

2. Appointment of the Agent

NGB (DU) hereby appoints KiLax Ltd as the Agent for job placement and programme enrolment, in accordance with the admission standards and policies of the universities/colleges/institutes/ B Schools and/or any other guidelines agreed to by these aforesaid organizations with KiLax Ltd.

3. Responsibilities of the Agent

- a. Under this Agreement, the Agent shall:
 - i. Promote the institution, departments and their programs in consonance with NGB (DU), as the latter will consider this befit on a case-to-case basis.
 - ii. Recruit and assist in the recruitment of prospective students to enroll in universities/colleges/institutes/ B Schools programs in the aforesaid territories in accordance with the current policies and procedures of these organizations and regulators (meeting visa requirements to other criteria).
 - iii. Provide prospective students with all necessary information required for the student tomake informed decision, including admission requirements, tuition fees, cost of living, visa requirements, and prospects upon graduation.
 - iv. Assist in completing and submitting application forms to with the aforesaid universities/colleges/institutes/ B Schools.
 - v. Conduct training sessions as specified by each of the aforesaid universities/colleges/institutes/B Schools.
- b. The Agent will provide the NGB (DU) with complete and up-to-date information on these prospective universities/ B Schools/ institutes/ colleges with regard to programs, course structure, fee schedules, admissions policies and other important aspects so as to assist in the proper counseling of prospective students.



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- c. The Agent shall accurately present the aforesaid universities/colleges/institutes/ B Schools programs to the prospective students, their parents, and any interested parties. Additionally, the Agent shall be familiar with and strictly adhere to the applicable government regulation and/or accreditation requirements concerning the recruitment and admission of these students
- d. Additional responsibilities may include:
 - Ensuring all students have proper medical insurance/coverage. Assisting students, where necessary, in obtaining airline tickets and travel.
 - Communicating with universities/ B Schools/ institutes/ colleges' Student Affairs/Admissions Desk about the transportation details. Additionally, confirm the specific arrival date of the enrolled student.
- e. In performing these services, the Agent shall:
 - I. Promote the aforesaid universities/colleges/institutes/ B Schools with integrity and accuracy and recruit prospective students in an honest and ethical manner.
 - II. Accurately inform prospective students about the aforesaid universities/colleges/institutes/ B Schools' admission requirements using only material provided or approved by these universities/colleges/institutes/ B Schools.
 - III. Take reasonable steps to confirm the accuracy of information provided by prospective students in their application.
 - IV. Ensure that only signed and completed applications are submitted to these universities/colleges/institutes/ B Schools.
 - V. Ensure that all required supporting documentation accompanies each application.
- f. In performing these services, the Agent must NOT:
 - I. Engage in false or misleading advertising or recruitment practices including, but not limited to, misleading comparisons with any other education provider or their courses, or inaccurate claims regarding any association between universities/colleges/institutes/ B Schools and any other education provider or organisation.
 - II. Create or use any literature, advertisements, brochures, flyers, materials of any sort which promote these universities/colleges/institutes/ B Schools with their prior review and approval.
 - III. Give false or misleading information relating to course fees or acceptance into a program.
 - IV. Will ensure the student tuition is paid in its entirety by them into NGB (DU) account or directly to the enrolled universities/colleges/institutes/ B Schools by a prospective student.

4. Responsibilities of NGB (DU)

NGB (DU)shall provide sufficient information and provide facilitation service to enable the Agent to perform its duties under this Agreement.

5. Confidentiality

Under this agreement, the Agent must keep confidential:

- a. The terms of this agreement
- b. All information provided by KiLax Ltd that is identified as confidential, whether identified orally or in writing.
- c. All academic and personal information about applicants to KiLax Ltd.

6. Financials

The Agent will share a part of its revenue on account of each student's placement with a particular university/institute/B School/ College, etc. The exact sum of this revenue sharing will be mutually agreed upon on a case-to-case basis. The record of this revenue sharing /payment will be made on a regular basis.

7. Governing Law:

This Agreement shall be construed and enforced solely pursuant to the laws of India, without giving effect to



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the principles of conflicts of laws thereof and the parties agree that this Agreement shall be subject to the sole and exclusive jurisdiction of the Indian state and courts located near the partner university. The Parties agree that the foregoing governing law, jurisdiction and forum selections have been concluded as a result of arms-length negotiations and are not overly onerous or burdensome to either Party. Notwithstanding the foregoing, any court with competent jurisdiction may enforce the judgment and ruling of the Indian courts.

Signed for

Nehru Gram Bharati (Deemed to be University)

By:

Dr. Rohit Ramesh

Dean, Faculty of Management & Computer Application, NGB(DU), Prayagraj, India

Witness-Name & Signature:

1. Dr. Dev Narayan Pathak

Associate Professor, NGB(DU)

2. Dr. Shrawan Kumar

Assistant Professor, NGB(DU)

Signed for Agent (KiLax L+4)

By: Director

Witness Name & Signature:

1.

2.

SARAT CHANDRA DAS