



Visa World Solutions LTD, 36 Alien Street, London E1 8DA, Phone and Fax: +44-020-7 488 3428, Mobile: +44-79-8456-7735, Email: jashim@visaworldsolutions.com, www.visaworldsolutions.com, skype, face book & LinkedIn: visaworldsolutions

Party A – Visa World Solutions LTD, 36 Alien Street, London E1 8DA.
Director: Jashim Uddin (No other director or shareholders).

Party B

.....
.....

1. It confirmed that Mr. Jashim Uddin (CEO) of Visa World solutions hold 100% company share and no one else has got share of this company and company will not sell any share.
2. All stakeholder and partners are working as a commission based.

THIS AGREEMENT is made on 2nd January 2014 BETWEEN Visa World Solutions LTD incorporated in England and Wales, Reg. No. 7600483 AND

Party B –.....

WHEREBY IT IS AGREED as follows:

1. World Solutions LTD recruits students for our affiliated partner’s colleges/universes for UK, USA, CANADA, AUSTRALIA, SYPRUS, IRELAND, and AND EUROPE.
2. The Sub Agent will be responsible for assisting to recruit suitably qualified students who meet the admission criteria and student visa entry requirements implied explicitly and/or implicitly by the United Kingdom Border Agency (UKBA) AND USA, CANADA, AUSTRALIA, SYPRUS, IRELAND, and AND EUROPE.

3. The Sub Agent will be responsible for assisting to recruit suitably qualified students who meet the entry requirements implied explicitly and/or implicitly by the relevant degree awarding body and/or relevant professional body.
4. It is the responsibility of the student to take all reasonable and legal steps to obtain a student visa for the intended course of study.
5. It is further understood that the Sub Agent will make it clear to the student that the VWS is not responsible for enrolment with the professional/academic awarding body of the student's choice. VWS will however assist the student in registration with the appropriate academic body, (ACCA, CIMA, CFA, LLB.LLM, ETC).
6. The Sub Agent must make it clear to the student that Confirmation of Acceptance of Studies (CAS) for UK/visa letter for other country will only after receipt of a completed Enrolment form and payment.
7. The sub Agent will remit all fees collected on behalf of our college/university without any deductions. A commission of the course fee will be paid to the sub Agent after the student has arrived at the college/university and completed all enrolment, registration and fee payment formalities. Commission is payable only in respect of the tuition fee paid up to and including first registration and not in respect of subsequent tuition fees.
8. In the event of the student being refused a student visa to travel to the U.K. and other country it is clearly understood between the parties that no commission will be payable to the sub Agent. Any course fees received will be refunded directly to the student less a deduction for administrative purposes applicable by college/university.
9. If the student is refused a visa a copy of the visa refusal letter must be forwarded to the VWS head office before any refund can be considered.
10. The sub Agent undertakes to forward all applications with requirements documents to VWS head office to process further.
11. The sub Agent undertakes to clearly explain to student about college/university and Terms and Conditions of Enrolment and to use his best endeavours to verify that the student has completed the Enrolment form honestly and that personal and professional details completed by the student are accurate.
12. Sub agent will not handle any cash money, and ask student to pay directly to our college/university after receive the offer letter with mention of reference number given by the college/university.
13. The sub Agent must ensure that a Report is completed in respect of each applicant for student evaluation and that it is attached to the relevant Enrolment form. In addition the sub Agent must draw to the student's attention:

Terms of Agency:

16. VWS hereby appoints the sub Agent as the exclusive sub Agent for the purpose of marketing, promotion and canvassing for sales of the VWS courses to customers resident in BANGLADESH.

17. This Agreement shall remain in force for the period of 12 months from the date of signature by the parties and thereafter unless or until terminated by either party giving the other not less than 3 months prior notice in writing, such notice to expire at the end of said period of the Agreement or any time thereafter.

18. VWS reserves the right to refuse any enrolments on any grounds but if the Sub Agent so requests, VWS shall supply the Agent with reasons for such refusal.

19. Nothing in this Agreement that sub Agent an employee of the VISA WORLD SOLUTIONS.

20. This Agreement or any rights, duties and obligations hereunder shall not be assigned or transferred by either party without the prior consent in writing of the other party

Commission:

21. During the period of this sub Agreement the sub agent shall be paid commission in accordance with the relevant percentage or percentages set out in the Schedule to this Agreement such percentages to be calculated on the sum sent by the respect of a student enrolment after deduction of all taxes, levies or other deductions of any kind which may be made from the commission or required to be paid by either party in respect of such commission.

22. Commission will be paid in respect of each enrolment and subsequent registration accepted by the VWS at the end of one month following the month in which the invoice is received from the subagent by VWS.

23. Following termination of this Agreement in accordance with paragraph 17 subagent shall be entitled to commission on all orders which reach the VWS prior to the date of termination and on all orders arising from the Subagent's efforts prior to the termination and which have concluded within a period of 3 months of the date of termination.

24. Unless otherwise agreed the Subagent shall not be entitled to reimbursement by the VWS of any out of pocket expenses incurred by the Subagent in connection with his duties and responsibilities under this Agreement.

Duties and Responsibilities of the Subagent:

25. Whilst acting as the Subagent for the VWS, the Subagent will keep the VWS informed or the other Educational organisations it represents.

26. The Subagent shall at all times act with all due diligence and in good faith and follow and observe all reasonable instructions given by the VWS regarding the professionalism of information given directly or indirectly to students.

27. The Subagent shall use his best endeavours to increase the recruitment of students on to courses in London/CANADA/PRAGUE/AUSTRALIA

28. The Subagent shall be responsible for his own operating expenses

29. The Subagent shall communicate to the VWS all information relevant or useful for the promotion of the VWS to students.

30. The Subagent shall pass on all enrolments and requests in respect of the VWS course provision to VWS within a reasonable period of time.

31. The Subagent shall not during the period of this Agreement or after its termination disclose or permit to be disclosed to any third parties without the prior consent of the VWS and shall use only for the purposes of this Agreement any confidential information, trade secrets or proprietary data concerning the VWS business .

32. Confidential information shall consist of, but not necessarily be limited to: technical, commercial, financial, operational, marketing or promotional information. Proprietary data shall consist of, but not necessarily be limited to: customer lists, pricing data, financial or marketing data. The sub agent will require formal approval from VWS prior to any printed or electronic marketing campaign, advertisement etc.

33. The Subagent shall not use or permit to be used or register any of the VWS LOGO, trademarks, trade or brand names, registered designs or other intellectual property rights without the prior consent of the CEO OF VWS.

34. Subagent will not send file direct to college/university without head office /CEO knowledge and VWS will not be responsible for commission if do so.

35. The subagent shall not sale part or full share of VWS or ask party to buy without CEO written authorisation.

36. The subagent shall immediately inform the VWS of any dispute, proceedings or claim relating to the Subagent's business products or affairs from either actual or potential students of the VWS or any other organisation represented by the Subagent or in respect of any Government or Regulatory body.

37. The Subagent shall immediately inform the VWS of any legal or operational changes within the Territory that the Subagent recruits from that may have implications for the recruitment of students to the COLLEGE/UNIVERSITY.

38. The sub Agent shall provide an Annual Report updating the VWS on planned changes in staffing and infrastructure and a review of changes, which affect the recruitment of students, which have taken place both internally and externally within the last year. The Subagent shall also give details of staff training to ensure that the Subagent's staffs are aware of the courses offered by the VWS and the requirements of the UKBA AND OTHER COUNTRY REGULATION

Duties and Responsible of VWS:

39. VWS shall provide the Subagent with all relevant price lists, booklets, publications, Enrolment forms, contracts and the like necessary for the Subagent to perform his obligations under this Agreement. All such material provided shall remain the property of the VWS at all times and be returned to the VWS on request.

40. VWS shall notify the Subagent within a reasonable period of time of changes including but not limited to Course Entry Criteria or UK Home Office Policy which may impact on the volume of student enrolments.

41. The VWS shall at all time act dutifully and in good faith in observing and discharging its obligations, responsibilities and duties under this Agreement.

42. The VWS shall pay commission to the Subagent under the terms of the Schedule of this Agreement. Save for the payment of commission the VWS shall be under no obligation to reimburse the Subagent for any expenses incurred in the performance of the Subagent's duties.

43. Should the VWS instruct the Subagent to act on its behalf in relation to any dispute, proceedings or claim in respect of the vws products, business or affairs the VWS will indemnify the Subagent against any specifically sanctioned and agreed costs, expenses or liabilities incurred by the Subagent in so acting except to the extent that such costs, expenses or liabilities arise b y reason of the Subagent's own negligence or default.

44. VWS may at its absolute discretion carry out its own advertising, marketing or publicity of its products in the Territory operated in by the Subagent.

45. VWS shall not be obliged to accept any student Enrolment form submitted by the Subagent and shall accept the same only at its absolute discretion and on such terms and conditions as it considers appropriate.

Termination

46. This Agreement may be terminated without prejudice to paragraph 17 if any of the following circumstances arise:

47. Either party commits a serious or grave breach of this Agreement or persistent breaches of this Agreement including, but not limited to, non-performance, default or neglect of that party's duties under this Agreement and such breach remains un-remedied for 30 days after notice of such breach has been given by the non-defaulting party.

48. Where the conduct of the Subagent is likely to have a serious or detrimental effect upon the VWS business, products and affairs.

49. Either party is unable to pay or has no reasonable prospects of paying their debts the amounts or aggregate amounts of which equals or exceeds the bankruptcy level within the meaning of the Insolvency Act 1986 or enters into a compromise for the benefit of their creditors or being a company becomes subject to an administration order or goes into liquidation or has a receiver of any of its property or assets appointed or ceases or threatens to cease to carry on business.

50. Where the Subagent commits any acts of dishonesty, fraud or theft.

51. Such termination will take place with immediate effect on written notice to the other party and without prejudice to any remedy either party may have against the other for any breach committed prior to the date of such termination or which gave rise to the termination.

Compensation & Indemnity

52. Under The Commercial Agents (Council Directive) Regulations 1993 the Subagent shall be entitled to an indemnity where the VWS terminates this Agreement, but continues to derive substantial benefits due to the increase in business from existing customers or new customers where either is generated by the Subagent and where such an indemnity is equitable.

53. Any indemnity payment shall not exceed a figure equivalent to the Subagent's average commission payments for one year. The payment to be calculated based upon the average commission payments earned by the Agent over the preceding five years. Where this Agreement has run for less than five years, the average will be taken over the years that the Agreement has run.

54. The payment of an indemnity shall not prevent the Subagent from seeking damages for the loss of this Agreement or the inability to amortize the costs and expenses incurred by him in the performance of this Agreement on the advice of the VWS.

55. Entitlement to compensation and/or an indemnity shall also arise where this Agreement is terminated by the VWS due to the death of the Subagent.

56. The Subagent must inform the VWS of his intention to seek such damages and/or an indemnity within 12 months of the termination of this Agreement. If the Agent fails to do so he will lose the right to make a claim and/or seek an indemnity.

Force Majeure

57. Neither party shall be liable for delay or failure to perform any obligation under this

Agreement if the delay or failure is caused by any circumstances beyond its reasonable control, including but not limited to Acts of God, war, civil disorder, acts of terrorism or industrial disputes. If such delay or failure continues for a period of at least 90 days the party not subject to the force majeure shall be entitled to terminate this Agreement by written notice to the other.

Notices

58. Any notice given by any of the parties shall be served on the other party by personal delivery, pre-paid recorded delivery, and first-class post, electronic mail with original signed, stamped and dated on it.

59. Any such notice shall be deemed to be effectively served as follows:

In the case of service by pre-paid recorded delivery or first-class post 48 hours after posting.

General

60. IT IS HEREBY DECLARED that the foregoing paragraphs, sub paragraphs and clauses of this Agreement shall be read and construed independently of each other. Should any part of this Agreement or its paragraphs, sub paragraphs or clauses be found invalid it shall not affect the remaining paragraphs, sub paragraphs and clauses.

61. The Schedule to this Agreement constitutes an integral part thereof.

62. Failure by either party to enforce any accrued rights under this Agreement is not to be taken as or deemed to be a waiver of those rights unless the waiving party acknowledges the waiver in writing.

63. No addition to or modification of any clause in this Agreement shall be binding on the parties unless made in writing and signed by the signatories to this Agreement or their duly authorised representatives.

64. This Agreement sets out the entire agreement and understanding of the parties and is in substitution of any previous written or oral agreement between the parties.

65. Reference to any Statutory Provisions in this Agreement shall include any Statutory Provisions, which amends or replaces it.

66. This Agreement shall be construed in accordance with the Laws of England and shall be subject to the exclusive jurisdiction of the English Courts.

Commission rate:

It can be vary college to college and university to university and all commission will be from deposit amount only.

- UK private college: 15%
- UK University: 7 to 10%
- UK Public Funded College: 12.5%
- Canada: 10%
- Europe: 20%
- Australia: 10%
- Cyprus: 12.5%
- Ireland: 12.5%

IN WITNESS of which the parties have signed this Agreement the day, month and year first above written.

PARTY B

Name	Signature	Date
------	-----------	------

WITNESS:

NAME:	Signature	Date
-------	-----------	------

PARTY A

Name	Signature	Date
------	-----------	------

Witness

Name	Signature	Date
------	-----------	------
