



SilverPeak Global Pvt. Ltd.

EDUCATIONAL ADVISORY SERVICES AGREEMENT (EASA)

This AGREEMENT FOR EDUCATIONAL ADVISORY SERVICES (“Agreement”) is made and entered into this day of _____, 20__ (“Effective Date”), by and between SilverPeak Global Pvt. Ltd. (“Consultant”), a company registered under Indian Companies Act, 1956 and having its head office at #41, 1st Floor, 8th E Main, Jayanagar 4th Block, Bangalore 560041 and

Mr./Ms. _____ (“Applicant”),
Son/Daughter of _____ residing at _____

City: _____ PIN Code: _____ State: _____

RECITALS

WHEREAS Applicant desires to employ the services of the Consultant for availing foundation training, preparation and submission of visa documentation on behalf of Applicant himself I herself to the Japanese embassy and assisting placement of Applicant at any educational institution in Japan, and Consultant desires to perform such services (“Services”) for Applicant.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and obligations contained herein, the parties agree as follows:

1. Definitions:

1.1. “Acceptance Form” means the form sent from Consultant to the Applicant which the Applicant uses to confirm their acceptance of the Offer;

1.2. “Airport Ticket” means and includes return air ticket of the applicant from departing airport to Japan and “Airport Transfer Service” means a method of transport arranged by the Consultant to transport the Applicant between the local airport and their accommodation;

1.3. “Application” means a formal request from the Applicant along with written approval from the parents/guardians to the Consultant to study the Course;

1.4. “Date of Application” with all completed documents should not exceed the following dates –

1.4.1. **15th April** of the Calendar Year for the October Intake for the same calendar year

1.4.2. **15th November** of the Calendar Year for the April Intake for the next calendar year Any application not received or not completed before the above dates will have to wait till the next intake.

1.5. “Batches” means 2 Batches every Year

1.6. “CAS” means a Confirmation of Acceptance for Study;

1.7. “Confirmed Term” means the term following the Current Term;

1.8. "Current Term" means the present stage of the Course;

1.9. "Fees" means a sum specified in the Form, payable by the Applicant towards their Fees to secure admission to the Course;

1.10. "Applicant" means the individual attending the Course;

2. Duties of the Consultant:

2.1. Consultant shall provide following Services to its Applicant:

2.1.1. Assist Applicant in preparation of visa documentation & processing

2.1.2. Train Applicant on Japanese language foundation program ("Course")

2.1.3. Placement in a Japanese educational Institution for completing the Japanese language program.

3. Duties of Applicant:

3.1. Documentation: Applicant shall submit complete set of documents pertaining to but not limited to educational qualification, work experience, financial statements etc. within 30 days from the date of signing of this Agreement OR before the deadline. Consequences of non- submission, delayed submission or submission of any false information or document by Applicant will be solely attributable to Applicant.

3.2. Information: Provide all Information truthfully in writing as requested by the Consultant and processing visa office including any change relating to address, education, training status, job responsibilities, skills, marital status, criminal charges or any other information or circumstances which may be required at any stage of visa processing. In the event Applicant fails to provide aforesaid information within stipulated time, Applicant shall not be entitled to claim any refund from Consultant.

3.3. Disclosure: Applicant shall undertake to make truthful disclosure of his/her criminal record at foreign sovereigns.

3.4. Prior approval: Applicant shall take prior approval of the Consultant for any change in the nature of current job or profession to check any adverse effect on documentation under process.

3.5. Attendance of Course: Applicant shall be expected to attend all classes relating to the Course. Consequences of non- attendance can result in disciplinary action including expulsion from the foundation program in India and in Japan the consequences would lie as per the existing rules of the institution providing the one year Japanese language course.

3.6. Absence from Course: In the event of any period of absence from the Course, the Applicant shall not be permitted any extension to complete the Course and shall not be eligible for any refund of Fees for the period of absence. Any time-off taken outside of the set Course vacation breaks shall be noted as periods of absence. Should the Applicant require time-off in extenuating circumstances, the Applicant shall submit a request in writing and take a written approval from the consultant. Further, in Japan, the consequences would lie as per the existing rules of the institution providing the one year Japanese language course.

3.7. Attendance of Calls, Examinations and Interviews: Applicant shall promptly attend to all calls,

withstand background checks, medical examination etc. from visa office or other authorities with prior approval from the Consultant. In the event of failure of the aforesaid, Applicant shall not be entitled to claim any refund from the Consultant at any point of time, the claim of the Consultant with regard to the due payments remains unaffected.

3.8. Establish high proficiency in Japanese language tests by passing in JLP/N5 after completion of the part time foundation course in India and in the event of failure, Applicant shall not be entitled to claim any refund from the Consultant at any point of time, but the claim of the Consultant regarding the due payments remains unaffected. Further the applicant should complete the full-time Japanese language training in a Japanese educational institution and must clear N4 & N3. And in the event of failure Applicant shall not be entitled to claim any refund from the Consultant or the Japanese institution.

3.9. The applicant understands that the partner/counterpart of SilverPeak Global Pvt. Ltd in Japan will assist only the candidates who will succeed in N5 to procure a part-time job in Japan and assistance for full time job in Japan only to the candidates who will succeed in N4 & N3.

3.10. Make due payment of visa and other processing fees in accordance with regulatory rules and procedures for immigration.

3.11. A penalty of Rs. 1,00,000 (Rupees One lac only) shall be charged if the Applicant is found to be dealing with other similar service providers. Consultant shall be at the liberty to take appropriate legal actions against Applicant to recover any unpaid amount. In the event of rejection of the application because of discrepancies caused due to engagement of multiple consultants or due to direct dealing by Applicant, Applicant shall be solely responsible for the consequences and shall not be entitled to any refund thereafter.

3.12. Visa refused due to fraudulent documentation, bogus documents or misleading information will not be entertained. All cases will be treated on one on one basis.

3.13. Neither the consultant nor the Japanese institution is in any way liable if any student creates nuisance or does any illegal act. In both cases the student will be expelled and will be punished as per the Law of the land.

4. Payment schedule and payment terms:

4.1. In consideration of Consultant's Services, Applicant agreed to pay as per annexure.

The tuition fees for Japan Institute/University and the one year living cost to be transfer immediately after the Visa issue.

In case of urgent application notwithstanding of the aforesaid payment schedule in para 4.1, all within the below mentioned scheduled date as applicable.

- 15th April of the Calendar Year
- 15th November of the Calendar Year

4.2. **Banking Charges:** Applicant is responsible for covering any applicable bank charges when making payments to Consultant

4.3. **Taxes and Government dues:** Fees includes all taxes and other government charges required to be paid time to time.

5. Refunds and Course withdrawal:

5.1. Applicant can stop to avail the services of the consultant any point of time during the process. However, the Course fee, processing fee and other fee once already deposited is non-refundable under any circumstances. The applicant understands that he/she must clear all due payments that may already be due for payment by the applicant to the consultant.

6. Miscellaneous:

6.1. **Publicity:** Consultant reserves right to use the information of the Applicant and / or his/her family members for publicity, advertisements, reference and for any other purpose as the Consultant may consider appropriate.

6.2. **Authorization for verification:** Applicant hereby authorizes Consultant to verify any Information from his/her office and/or his / her residence and with his employer, financial institution, credit bureau or any other third party and that the Applicant shall authorize such of his / her employer, company or bank or financial institutions, credit bureau or any third party to disclose such information or details as may be required by Consultant. Applicant hereby authorizes Consultant to disclose from time to time any Information related to Applicant's visa application (Including any default in payments) to any other applicant, credit bureau, financial institutions and associates of the company and to the third party whether-or-not engaged by the Consultant for purposes such as marketing or services, proper operation of Immigration application, recovery of overdue amounts and/or other administrative services.

6.3. **Limitation of liability:** The liability of Consultant, their partners, their group companies, and their respective directors, officers, employees, affiliates, agents and partners with respect to losses, damages, injuries, illnesses or violations or otherwise is limited in all circumstances to the full amount paid to the Consultant by the Applicant for the Course. Consultant shall in no circumstances have any liability for indirect or consequential losses or damages.

6.4. **Force Majeure:** It is a basic stipulation of this agreement between the Applicant and Consultant, their affiliates or their representatives, that the Consultant is not liable in cases where the Consultant is unable to fulfil any services because of fire, natural disaster, act of government, any change in the visa / immigration rules & regulations of the government, change in Japanese institutions' rules and regulations or other reasons which are beyond their reasonable control.

6.5. Data protection:

6.5.1. When Applicants submit personal data to Consultant, Applicants are deemed to have accepted the terms of Consultant's

Privacy Policy. The policy is deemed to be incorporated into these terms and conditions.

6.6. Arbitration, Governing law and Jurisdiction:

6.6.1. All disputes arising out of this agreement is to be resolved by the appointed Arbitrator of



SilverPeak Global Pvt. Ltd. All arrangements and any disputes or claims arising out of or in connection with such arrangements or their subject matter or formation (including non-contractual disputes or claims) between the Applicant and the Consultant, be subject to the exclusive jurisdiction of the courts of Bengaluru, India.

6.7. **Statement of Compliance:** Consultant is committed to ensuring compliance with all anti-discrimination, health and safety and all other applicable legislation in their global operations, and for the purposes of these terms and conditions, specifically in their Bengaluru operations.

6.8. This Agreement constitutes the entire Agreement between the Parties and may not be altered, unless the same is agreed upon in writing signed by the parties.

6.9. This Agreement is binding upon the heirs, representatives, assigns and successors of the parties.

IN WITNESS WHEREOF, Applicant and Consultant have executed this Agreement by their duly authorized officers of SilverPeak Global Pvt. Ltd.

Name & Signature of the Student (please sign above)

Name:

Address of the Applicant:

Date:

Name & Signature of the Father/Mother/Guardian (please sign above)

Relation with the applicant (in case of Guardian):

Contact No.:

Address of the Parent/Guardian:

Date