

EDUCATION CONSULTING AGREEMENT

BETWEEN

**JETHEL NIGERIA GLOBAL RESOURCE
LIMITED**

AND

This **SERVICE-LEVEL AGREEMENT** is made this _____ day of _____, 2023.

BETWEEN

JETHEL NIGERIA GLOBAL RESOURCE LIMITED, RC Number: 63537, is a company incorporated under the laws of the Federal Republic of Nigeria with its registered address at **22 Kumasi Crescent, Wuse 2 Abuja, Nigeria** (hereinafter called the “**Consultant**” which expression shall where the context so admits include its successors-in-title and assigns)

And

_____ of _____ (hereinafter referred to as “**Client**”) which expression shall where the context so admits include her heirs and successors-in-title and assigns)

Consultant and the Client may in this Agreement be referred to individually as “**Party**” or collectively as “**Parties**”)

BACKGROUND

- a) WHEREAS, the Consultant is engaged in the business of providing educational consulting services to assist students with their college/university selection, application process, career planning, and academic goal setting;
- b) WHEREAS, the Client, a student, seeks guidance and support in the areas of college/university selection, application process, career planning, and academic goal setting;
- c) WHEREAS, the Client intends to engage the Consultant to provide the said services;
- d) WHEREAS, both parties desire to enter into this Agreement to define the obligations and expectations governing the provision of services by the Consultant to the Client

In consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

1. SERVICES

Consultant agrees to provide the following services to Client:

1. The Consultant shall assist Client with the selection of a college or university.
2. The Consultant shall provide guidance on career planning and academic goal setting
3. The Consultant shall review and provide feedback on Client's application materials, such as a statement of purpose, resume, and letters of recommendation
4. The Consultant shall use its professional knowledge and expertise to provide accurate and up-to-date information to the Client.
5. The Consultant shall maintain confidentiality regarding any personal information shared by Client, unless required by law or authorized by Client.
6. The Consultant shall conduct mock Visa interviews and mock pre-CAS interviews for university/college admissions (if required by the institution)
7. The Consultant shall provide general support and guidance throughout the educational planning process.
8. The Consultant shall perform the Services and carry out his obligations with all due diligence, creativity, efficiency and economy, in accordance with generally accepted professional techniques and practices.
9. The Consultant shall not assign or transfer any of its obligations under or pursuant to this Agreement to any other person. Any purported assignment by the Consultant in whole or in part, of this Agreement shall be null and void and of no force and effect

1.2 Obligations of the Client.

1. The Client shall endeavor to provide any resources needed by the Consultant to carry out its obligations under this agreement.
2. The Client undertakes to the Consultant to use reasonable endeavors to perform and fulfill promptly, actively and on time, all of its obligations under this Agreement.
3. The Client shall provide accurate and complete information necessary for the Consultant to offer appropriate guidance and support.

4. The Client understands and agrees to maintain the confidentiality of any information shared by the Consultant during the consulting process. The Client shall not disclose or share any confidential information with third parties without the express written consent of the Consultant.
5. The Client shall comply with all rules, regulations, and policies set by the educational institutions they apply to, as well as any legal requirements related to the visa application process.
6. The Client understands that the Consultant's role is to provide guidance and support, but the final decisions regarding college/university selection, application choices, and career goals rest with the Client. The Client shall make informed decisions based on their own research, preferences, and aspirations.
7. The Client shall adhere to all deadlines set by Consultant, including but not limited to submitting required documents, completing application forms, and meeting college/university application deadlines. The Client understands that failure to meet these deadlines may adversely affect the application process.
8. The Client shall actively engage in the consulting process by attending scheduled meetings, responding to communication in a timely manner, and actively participating in discussions and decision-making related to college/university selection, career planning, and academic goal setting.

2. REMUNERATION AND PAYMENTS

- 2.1 The Client acknowledges and agrees to pay the sum of N100,000.00 for the educational consulting services provided by the Consultant.
- 2.2 The Client shall remit the full fee amount, as specified in the Fee Schedule, prior to the commencement of the application process.
- 2.3 In the event that a deposit payment option is provided, the Client shall settle the remaining balance of the fee, as outlined in the Fee Schedule, within the agreed-upon timeframe specified by the Consultant. The application process shall not proceed until the full fee payment has been received.
- 2.4 In the event of late payment by the Client, the Consultant may, at their discretion, impose reasonable late payment fees or suspend services until the /outstanding payment is settled.
- 2.5 The Client acknowledges that the fee paid, whether in full or as a deposit, is non-refundable, except as expressly stated otherwise in this Agreement
- 2.6 The Consultant shall provide the Client with acceptable methods of payment, including bank transfer, electronic payment platforms, or any other method mutually agreed upon by both parties.
- 2.7 Any amendments to the Fee Schedule shall be made in writing and signed by both parties to ensure mutual agreement and understanding of the revised payment terms.

3. INDEMNITY

- 3.1 Both parties hereby indemnifies and holds the other party, its successors, licensees and assigns, harmless from and against any and all claims, losses, liabilities, judgments, costs, expenses and damages (including without limitation, attorneys' fees and legal costs) arising out of or in connection with any breach or alleged breach by both parties of any warranty, covenant, obligation, representation, intellectual property claims arising from Services rendered by both parties in the performance of its services hereunder.

4. CONFIDENTIALITY AND NON-DISCLOSURE

- 4.1 The Consultant, including its employees, contractors, and agents, hereby undertakes to the Client that they shall not, at any time during the term of this Agreement or thereafter, use, divulge, or communicate to any person or entity any confidential information arising out of this Agreement.
- 4.2 The Consultant, its employees, agents, and all acting on their behalf, shall maintain the utmost confidentiality in relation to all matters concerning this Agreement, the performance of their respective duties herein, and in connection

with the Client's business, clients, trade secrets, and any other confidential information. They shall not disclose to any third party, without the express authorization of the affected party, any information pertaining to the Client or its business that has come to their knowledge, except when such disclosure is rendered compulsory by legislation or regulation

- 4.3 Notwithstanding the termination of this Agreement, the obligations and duties set forth in this provision shall survive and continue to be binding upon the Consultant, its employees, agents, and any other party privy to the confidential information.
- 4.4 'Confidential Information' means any and all information, whether written, oral, electronic, or in any other form, that is disclosed or made available to the Consultant, or is created by the Consultant, during the course of this Agreement. Such information may include, but is not limited to, business, technical, financial, proprietary, or other sensitive information that is proprietary to the Client or to which the Client has rights, and that is not publicly known or readily ascertainable by lawful means.

5. TERM AND TERMINATION

- 5.1 Either party may, with written notice to the other party, mutually agree to terminate this Agreement at any time by their express written consent.
- 5.2 The parties shall make reasonable efforts to discuss and resolve any concerns or issues that may arise before considering termination. They shall act in good faith to reach a mutually satisfactory resolution.
- 5.3 Upon termination of this Agreement, both parties shall be released from any further obligations and liabilities under this Agreement, except for those obligations and liabilities that expressly survive termination as specified in this Agreement.
- 5.4 The provisions of this Agreement that by their nature are intended to survive termination, including but not limited to confidentiality, indemnification, and limitation of liability provisions, shall continue to remain in full force and effect even after termination.
- 5.5 If either party considers the other party to be in breach of this Agreement, it must immediately advise the nature of the breach in writing to the other party at the address specified in clause 9 of this Agreement.
- 5.6 Any termination notice or agreement to terminate shall be in writing and shall be deemed effective upon receipt by the other party.

6. REPRESENTATIONS AND WARRANTIES

- 6.1 Each Party hereby represents and warrants that this Agreement constitutes a valid, legal and binding obligation upon it and is enforceable against it in accordance with the terms of this Agreement.
- 6.2 Each Party hereby represents and warrants that it has the capacity to enter into this Agreement, and that all material information regarding its status is correct and that all approvals and/or licenses which may be necessary in order to carry out its obligations under this Agreement have been obtained.

7. GOVERNING LAW AND DISPUTE RESOLUTION

- 7.1 This Agreement shall be governed and construed in all respects in accordance with the laws of the Federal Republic of Nigeria.
- 7.2 In the event of a dispute between the Parties arising out of this Agreement, the Parties shall first endeavor to reach an amicable settlement. But if the Parties fail to settle the dispute amicably within ten (10) days of holding consultations after the dispute arises, such dispute shall be submitted by any Party to the Lagos State Multi-Door Courthouse, Igbosere, Lagos State, for mediation.
- 7.3 In the event that Parties are unable to settle the dispute at mediation, such dispute shall be referred to a court of competent jurisdiction in Lagos State, Nigeria for final resolution.

8. SEVERABILITY

- 8.1 If any provision of this Agreement shall be unlawful, void, or for any reason, unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of any other provision.

9. NOTICES

- 9.1 All notices either required or desired to be served upon the other Party pursuant to the terms of this Agreement shall be in writing and shall be delivered to the following addresses:

To the Client

Attention:

Address:

Email address:

To the Consultant:

Attention: (Jones Gido Okocha, **Managing Director**)

Company Name : **JETHEL NIGERIA GLOBAL RESOURCE LIMITED**

Address: No 22 Kumasi Crescent, Wuse 2 Abuja Nigeria.

Email Address: Info@jethelenterprise.com

10 AMENDMENTS

10.1 Modifications of or amendments to this Agreement shall be valid only when made in writing and mutually agreed upon by the Parties.

11. WAIVER

11.1 A waiver on the part of one party hereto of any breach of the terms, provisions or conditions of the Agreement made by the other party shall not constitute a waiver of any succeeding breach of the same or any other terms, provisions or conditions of this Agreement.

11.2 No party shall assign this Agreement or any part thereof or any share of interest therein, without the prior written consent of the other party.

12. INDEPENDENT CONTRACTOR

12.1 Nothing herein contained shall constitute a partnership or joint venture between the Consultant and the Client. The Client shall have no authority or power to bind the Consultant in any manner whatsoever or to assume or incur any obligation or responsibility, express or implied, for or on behalf of, or in the name of the Consultant, except as specifically provided for herein.

13 INDEPENDENT LEGAL ADVICE

13.1 The Client confirms that he/she has been given an opportunity to seek and obtain independent legal advice prior to execution of this Agreement and

has consulted her legal advisor respecting the legal effects of this Agreement and any tax implications of it.

IN WITNESS WHEREOF, the Parties hereto have set their hand and seal on the day and year first above written.

SIGNED BY THE CLIENT

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(STUDENT'S NAME)

SIGNED FOR AND ON BEHALF OF JETHEL NIGERIA GLOBAL RESOURCE LIMITED

.....

AUTHORIZED SIGNATORY

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AUTHORIZED SIGNATORY