

## **THIS AGREEMENT IS ENTERED INTO BY AND BETWEEN**

**WINTER FLYS**, registered under the laws of North city corporation, Local Government Division, Bangladesh, having its principal place of Business: House 12/2, Road 4/A, Dhanmondi, Dhaka-1209 at hereinafter referred to as "Travel & Consultancy Business"), and

Business Name ....., owner Name..... a registered under the laws of Local Government Division, Bangladesh having its principal place of Business at address ..... Hereinafter referred to as "B2B Aggregator / partner". Effective from Date:..... and the agreement will be valid for 2 years. Onward upon mutual discussion the agreement might be extended.

### **1. General Terms and conditions**

- Winter flies do not assure a guarantee of visa but just process an application.
- Winter flies do not support work permit not for B2B or B2C
- Winter flies do not support any fake documents.
- Winter flies do not guarantee of student admission and visa confirmation
- Winter fly do not support contractual visa process.
- Winter flies do not liable if any B2B partner used their name and do any illegal activities. If someone make a dealing beyond this agreement, winter fly is not responsible for this incident and winter flies has a right to take an action against those type of partners.

WinterFlies

- Winter Flies works on processing charge basis and do not charge any additional cost after getting visit visa.
- Misrepresentation of winter Flies can cancel your contract.
- Winter Flies has a right to anytime review their terms & conditions as per their company policy.
- Winter Flies do not support any money laundering related activities.
- No partner is allowed to use winter Flies logo without prior permission of the authority.

## 2. Services

2.1 The Consultancy Business shall provide visa application process support, student consultancy and Air ticketing services to the Client as agreed upon between the parties. These services may include but are not limited to:

- Assisting in visa applications for employees or clients of the Client.
- Providing guidance and support for student university admission and visa applications.
- Offering advice on study abroad opportunities and educational institutions.
- Facilitating communication with embassies, consulates, and educational institutions.
- Keeping the Client informed about changes in visa regulations and educational policies.

2.2 The scope of services shall be outlined in the Service Agreement attached hereto as Exhibit A, which forms an integral part of this Agreement.

### **3. Obligations of the Consultancy Business**

3.1 The Consultancy Business shall perform the services outlined in agreement with reasonable care, skill, and diligence.

3.2 The Consultancy Business shall maintain the confidentiality of all information provided by the Client and shall use it solely for the purpose of providing the agreed-upon services.

3.3 The Consultancy Business shall comply with all applicable laws, regulations, and ethical standards governing visa and student consultancy services.

### **4. Obligations of the Client**

4.1 The Client shall provide accurate and complete information and documentation required for visa applications and student consultancy services.

4.2 The Client shall promptly respond to any requests for additional information or clarification from the Consultancy Business.

4.3 The Client shall be responsible for any fees or charges associated with visa applications, educational programs, or other services provided by third parties, as agreed upon between the parties.

### **5. Fees and Payment**

5.1 The Client agrees to pay the Consultancy Business the fees for the services.

5.2 Payment shall be made by the Client within the timeframe specified in the invoice issued by the Consultancy Business.

WinterFlys

5.3 The Consultancy Business reserves the right to suspend or terminate services in the event of non-payment by the Client.

## 6. Term and Termination

6.1 This Agreement shall commence on the Effective Date and shall remain in effect until terminated by either party in accordance with the provisions herein.

6.2 Either party may terminate this Agreement upon written notice to the other party in the event of a material breach of the terms herein, subject to a cure period of [number] days.

6.3 Upon termination of this Agreement, any outstanding fees or obligations shall become immediately due and payable.

## 7. Governing Law and Dispute Resolution

7.1 This Agreement shall be governed by and construed in accordance with the laws of Bangladesh Govt.

7.2 Any dispute arising out of or in connection with this Agreement shall be resolved through good faith negotiations between the parties. If the parties are unable to reach a resolution, the dispute shall be submitted to mediation in accordance with the rules of Bangladesh Govt. Law.

## 8. Miscellaneous

8.1 This Agreement constitutes the entire understanding between the parties concerning the subject matter herein and supersedes all prior agreements and understandings, whether written or oral.

8.2 This Agreement may be amended or modified only by a written instrument signed by both parties.

In witness whereof, the parties hereto have executed this Agreement as of the Effective Date first above written.

**9. Liability**

9.1. The Provider shall not be liable for any delays, errors, or omissions in visa processing services arising from circumstances beyond their control, including but not limited to consulate processing times, changes in visa regulations, or acts of God.

9.2. The Provider's liability for any claims arising from or related to visa processing services shall be limited to the total fees paid by the Client for the specific services in Question.

**WINTER FLYS**



**WinterFlies**

Authorized Signatory

B2B/Client's Company Name

.....

By: Authorized Signatory

Company Seal