

COLLABORATION AGREEMENT

This agreement is made between ACIBADEM MEHMET ALİ AYDINLAR UNIVERSITY, (hereafter referred to as ACU) located at Kayışdağı Caddesi, Ataşehir and ARI Global LLC (hereafter referred to as the AGENCY) located in Az1141,Latif Imanov 35,Baku , Azerbaijan

ACU Information

Rector : Prof. Dr. Ahmet ŞAHİN
T : +90 216 500 44 44
E-mail : international.admissions@acibadem.edu.tr
Contact : International Students and Academic Relations Office
T : +90 216 500 44 02 /44 00
E-mail : international.admissions@acibadem.edu.tr

ACENCY Information

Registered Company Name : ARI Global LLC
Company's Director/ Owner : Inara Aliyeva
Contact Person (if different from Director/ Owner): Inara Aliyeva
Address : Az1141,Latif Imanov 35,Baku , Azerbaijan
Website : www.aritehsil.az
E-mail : inara.aliyeva@aritehsil.az hello@aritehsil.az
Phone number : +994 50 688 63 03 +99455 224 00 54

RECITALS

ACU intends to engage the AGENCY to act on behalf of ACU for recruiting international students to the programs offered by ACU. This agreement shall be solely limited with the students who are recruited by the AGENCY.

THE CONTRACTING PARTIES AGREE ON THE FOLLOWING:

A. THE AGENCY SHALL:

- A.1.Collaborate with ACU in any way possible and within reason for the purpose of recruiting students from Azerbaijan and CIS who are qualified for enrolling in ACU programs.
- A.2. Promote all ACU programs to appropriate audiences. The promotion should be made with a mixed approach, which would ideally include attending events such as fairs, workshops; advertising; editorial promotion through appropriate printed materials, online media; student counseling; development of a local contacts network; outreach initiatives (such as site visits) to local schools, colleges and corporate offices; and dissemination of ACU promotional materials.
- A.3. Advertise all ACU programs using the information solely provided by ACU. Advertisements must be placed after these are approved in writing by ACU International Students and Academic Relations Office. The AGENCY shall provide a copy of the advertisement or other promotional materials to ACU prior to the publishing to obtain final approval.
- A.4. Use accurate information for advertisements. Any representation, warranty, certification or statement of fact made or deemed made by or on behalf of the ACU by the AGENCY, or in any document delivered in connection herewith or therewith shall be incorrect or misleading in any material respect when made or deemed made, the AGENCY shall be responsible to indemnify and hold ACU harmless from any claims, demands, liabilities arising out of AGENT's activities in connection to Agreement herein. Furthermore, notwithstanding anything herein to the contrary, the AGENT shall not be relieved from liability hereunder for its own gross negligence or its own willful misconduct. ACU does not accept any responsibility for false advertising. Furthermore, the AGENCY shall refrain from making promises that ACU cannot keep.
- A.5. Place ACU information on its website and use the name and/or logo of ACU in the context of promotional activities after obtaining ACU's prior written permission.
- A.6. Actively recruits individual students for referral to ACU. While ACU maintains the right, in its sole discretion, to determine admissibility of students, the AGENCY shall pre-screen students where appropriate and ensure that students, who satisfy ACU's minimum entry requirements, submit an application. The AGENCY shall also help students with administrative aspects of the application process, which would include but not limited to providing information on programs offered as well as life at ACU, eligibility criteria, tuition fees and other expenses, application documents and the like.
- A.7. Refer to itself as an AGENCY of ACU solely for the purpose of student recruitment. The AGENCY is authorized to only recruit students for ACU and not to represent ACU in any legal, business or financial dealings. The AGENCY is therefore not permitted to issue receipts, receive money (other than the amounts stated in the current contract) or

provide any kind of correspondence on behalf of ACU. The AGENCY is fully responsible for damages as result of any actions in connection to Article herein.

A.8. Maintain communication with ACU at all times. The communication should be continued throughout the student's stay at ACU for the purpose of facilitating contact between ACU and parents/ guardians.

A.9. Provide ACU with information in a timely manner on students, their arrival dates and times, and other such information as may be required by ACU from time to time.

A.10. Appoint a point of contact for students considering ACU as a destination for study. This person shall be in charge of providing all reasonable assistance and counseling to students submitting a formal application.

A.11. Advise, on a regular basis, ACU on changes in government regulations and/or trends in Azerbaijan and CIS concerning high school and higher education systems, application- admission procedures and demand for university education abroad.

A.12. Identify market opportunities, gather market intelligence for ACU programs and provide ACU with consultancy to plan the most suitable student recruitment strategy for Azerbaijan and CIS.

A.13. Assist in the organization, support and follow-up of ACU visits to Azerbaijan and CIS in order to maximize the effectiveness of these visits.

A.14. Respond to any request, query or correspondence via telephone or e-mail coming from ACU within 5 working days of its delivery.

A.15. Inform ACU in case of a change in the contact person(s) in 5 working days and in writing.

B. THE AGENCY SHALL NOT:

B.1. Assign any of its rights and liabilities under this agreement to any natural or legal persons and shall fulfill its rights and liabilities hereunder in person without any written approval from ACU itself.

B.2. Violate interests of ACU during the performance of activities required under this agreement. The representative shall refrain from preparing and publishing projects which might derogate and damage the University's name, legal personality and reputation in order to recruit more students for ACU. Failing to do so will result in AGENCY's liability in connection to all damages might occur.

B.3. Involve in any act that might prejudice the market image of ACU and its services. This includes the unauthorized adjustment of tuition fees. ACU maintains the right, in its sole discretion, to determine fees and adjustments to be done in the fees. The AGENCY shall not make any reductions in tuition fees and refrain from any action that can be perceived in this way.

B.4. Make any adverse declaration about the information and documents it obtains from ACU in the course of the activities under this Agreement.

C. ACU SHALL:

C.1. Provide the AGENCY with full information on courses, programs, fees, policies and regulations available for international students in regular and timely manner.

C.2. Provide the promotional materials such as brochures the AGENCY will use during its activities aimed at promoting ACU.

C.3. Inform the AGENCY in case of a change in the contact person(s) in 5 working days and in writing.

C.4. Respond to any request, query or correspondence via telephone or e-mail coming from the AGENCY within 5 working days of its delivery.

D. IT IS FURTHER AGREED BY BOTH PARTIES THAT:

D.1. The existence of this Agreement shall not in any way prevent ACU from engaging another representative or representatives nor is it precluded from acting as its own agent with any other person, organization or company of its choosing; and if such business shall result in students attending to ACU programs, no commission of any kind shall be paid to the AGENCY in respect to those students.

D.2. ACU reserves the right to modify the existing policies and procedures, as it deems appropriate at any time throughout the duration of this contract and without prior notification. Such changes will be communicated directly to the AGENCY in 30 days and in writing.

D.3. It is at the sole discretion of ACU to review and rank candidates for admission and to place them in appropriate programs according to their academic performances and other factors relevant to the application procedure. Meeting the general application criteria does not guarantee admission to ACU.

D.4. ACU shall retain exclusive right to collect student applications and tuition fees. The AGENCY shall not collect any fees from students on behalf of ACU.

E. REPORTING AND PAYMENT CONDITIONS:

E.1. The AGENCY shall submit regular reports once every three (3) months regarding activities it carries out to promote ACU.

E.2. Before the registration period at ACU, the AGENCY shall provide ACU with a list of students, who submit an application and are offered admission to ACU as a result of the activities it performed. The list of the students referred

to ACU programs by the AGENCY shall include the following information; full name, school of graduation, birth date, birth place, e-mail, phone number, the ACU program applied for and by which promotional activity the student is recruited (Fair/ One-to-one counseling/ school visit etc.).

E.3.Based on mutual agreement, parties shall issue a list of students, who have applied for admission to ACU, met the admission requirements and enrolled at ACU as a result of the activities conducted by the AGENCY. This “final list” shall be the basis of commission payments.

E.4.For the students officially registered and enrolled to ACU and whose name appears on the abovementioned “final list”, ACU shall pay a commission to the AGENCY in U.S. dollars.

E.5.The net tuition fee (i.e. tuition fee excluding VAT) paid by the student for one (1) academic year shall constitute the basis of commission payment. The commission is calculated based on tuition fees only, excluding any other fees such as dormitory payments or medical insurance. There shall be no entitlement to commission until ACU has received the fee and any deadline for refund of all or part of the fee has passed.

E.6.The commission for the second semester of studies at ACU is dependent upon services rendered in accordance with sub-section “A.8, A.9 and E.2” above.

E.7.The payment shall be subject to enrolment of student to ACU, payment of tuition fee for the related semester by the student, issue of invoice by the AGENCY, receiving of the original invoice by ACU.

E.8.Commission payments shall be made only for the first academic year student spends at ACU and in two semesters, namely, fall and spring semesters, upon the tuition payment by the student to ACU. The AGENCY shall be ineligible for commission payment in case the student does not enroll, make no tuition fee payment or in case the AGENCY itself fails to issue the invoice. Moreover, ACU shall pay the AGENCY commission on a student’s first semester tuition only, in case where a student does not register for a second semester.

E.9.The commission shall be: For each student: 2000 US dollars for School of Medicine, 10% of the net tuition fee for Faculty of Pharmacy, 20% of the net tuition fee for Faculty of Engineering and Natural Sciences, 20% of the net tuition fee for Faculty of Humanities and Social Sciences, 20% of the net tuition fee for Faculty of Health Sciences, 20% of the net tuition fee for Vocational School and 20% of the net tuition fee for Vocational School of Health Sciences.

E.10.No commission shall be payable in the event that the student withdraws his/her application or, for any reason, the application is rejected based on the sole discretion of ACU.

E.11.No commission shall be payable in the event that ACU grants full refund of tuition fee to an applicant based on the denial of a student visa by Turkey.

E.12.The AGENCY shall provide the abovementioned student list 10 days before the international students’ registration period stated in the ACU academic calendar and issue an invoice in 30 days after the student pays his/her tuition fee for that semester. ACU shall make the payment in 30 days after receiving the original invoice sent by the AGENCY.

E.13.No further commission payment other than amounts specified under this Agreement shall be made to the AGENCY for any reasons such as work, services etc. for any reasons whatsoever.

F. DURATION OF THE AGREEMENT AND TERMINATION:

F.1.The terms of this Agreement shall be one (1) calendar years from the date of signing below. The validity of the agreement will automatically be extended for another one (1) year if neither of the contracting parties states their will for termination in writing in one (1) month advance.

F.2.The Agreement may be cancelled.

F.2.a.By either party upon one (1) month-notice in writing or

F.2.b.By ACU immediately without notice if it deems necessary.

Reasons will be communicated to the AGENCY in writing and in 30 days. The written notice of withdrawal will be sent to the AGENCY by registered letter with return receipt.

F.3.After the decision of termination is taken; both parties shall fulfill their obligations until the termination process is completed.

F.4.The terms of this agreement will be kept confidential for a period of three years beyond termination.

G. CHOICE OF LAW AND FORUM:

G.1.All disputes arising under this agreement will be resolved as follows: The senior management of both parties to the dispute will meet and attempt to resolve the dispute. If the dispute cannot be resolved amicably by the senior management after ninety (90) days from the date of any party’s written demand to the management, the parties acknowledge that this Agreement is to be construed according to the laws of the Republic of Turkey, Istanbul Anatolian Courts and Execution Offices shall be authorized to settle the disputes.

G.2. Any controversy, claim, dispute or disagreement arising out of or relating to this Agreement, may be resolved by binding arbitration before a panel of three arbitrators (one chosen by each Party and one chosen by mutual agreement of the Parties) in accordance with arbitration rules as mutually agreed, provided however, that the Parties shall assign staff and/or executive team members to meet in good faith to resolve such disputes prior to requesting arbitration. The arbitration shall be conducted exclusively in Istanbul, Turkey. The arbitration award or judgment rendered by the arbitrators may be entered in a court having jurisdiction thereof. The expenses of arbitration hearing and the arbitrators will be borne equally by the Parties, provided that each Party will bear the cost of its own experts, evidence and attorney’s fees.

H. FORCE MAJEURE:

H.1. Each party shall be excused from liability for the failure or delay in performance of any obligation under this Agreement by reason of any event beyond such party's reasonable control, including but not limited to, Acts of God, fire, flood, explosion, earthquake, or other natural forces, war, civil unrest, any strike or labor disturbance. Such excuse from liability shall be effective only to the extent and duration of the event(s) causing the failure or delay in performance and provided that the party has not caused such event(s) to occur.

H.2. Notice of a party's failure or delay in performance due to force majeure must be given to the other party within ten (10) days calendar days after its occurrence. All delivery dates under this Agreement that have been affected by force majeure shall be tolled for the duration of such force majeure. In no event shall any party be required to prevent or settle any labor disturbance or dispute. In the event of a force majeure that persists for thirty (30) days or more, then either party may terminate this Agreement upon written notice to the other party.

I. COMMUNICATION ADDRESS:

I.1. Residential and electronic addresses and telephone numbers referred in this Agreement will be the official communication media. All documentation and notifications posted to the residential and electronic addresses will be assumed as delivered officially.

J. CONFIDENTIALITY:

J.1. The Parties acknowledges that the existence and the terms of this Agreement and any oral or written information exchanged between the Parties in connection with the preparation and performance this Agreement are regarded as confidential information. Each Party shall maintain confidentiality of all such confidential information, and without obtaining the written consent of the other Party, it shall not disclose any relevant confidential information to any third parties, except for the information that: (a) is or will be in the public domain (other than through the receiving Party's unauthorized disclosure); (b) is under the obligation to be disclosed pursuant to the applicable laws or regulations, rules of any stock exchange, or orders of the court or other government authorities; or (c) is required to be disclosed by any Party to its shareholders, investors, legal counsels or financial advisors regarding the transaction contemplated hereunder, provided that such shareholders, investors, legal counsels or financial advisors shall be bound by the confidentiality obligations similar to those set forth in this Section. Disclosure of any confidential information by the staff members or agencies hired by any Party shall be deemed disclosure of such confidential information by such Party, which Party shall be held liable for breach of this Agreement. This Section shall survive the termination of this Agreement for any reason.

K. MISCELLANEOUS:

K.1. Entire Agreement. This Agreement sets out the entire Agreement and understanding between the Parties with respect to the subject matter of it. This Agreement supersedes all prior discussions and correspondences, which shall not have any further force or effect.

K.2. Amendments. This Agreement may be amended only by an instrument in writing signed by duly authorized representatives of each of the Parties hereto. In the event that any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement remain in full force and effect.

K.3. Counterparts. This Agreement may be executed in any number of counterparts and by the Parties to it on separate counterparts, each of which shall be an original but all of which together shall constitute one and the same instrument. This contract has been issued in two copies by the parties.

SIGNATURES

ACIBADEM MEHMET ALI AYDINLAR UNIVERSITY
Prof. Dr. Ahmet ŞAHİN

Title: Rector

Signature:

Date:

Stamp:

ARI Global LLC
Inarə Aliyeva

Title: Director

Signature:

Date: 28.01.2026

Stamp:

