

# SERVICE AND SUPPORT AGREEMENT

for university applicants from non-EU countries - Service Package 1

| SERVICE PROVIDER                                                                                                                                                                    | UNIVERSITY APPLICANT                                                                                             |
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| <b>INNO CONSULTING</b><br>Proprietor: Alexander C. Barth<br>Breiter Weg 26<br>06295 Lutherstadt Eisleben<br>Germany<br>Phone: +49 157 74993736<br>Email: contact@innoconsulting.org | Full name: _____<br>Date of birth: _____<br>Nationality: _____<br>Address: _____<br>Email: _____<br>Phone: _____ |

- jointly referred to as the "Parties" -

## Section 1 - Subject matter

(1) Under Service Package 1, the Service Provider supports the Applicant in searching and applying for a place of study at a German higher education institution, in particular a university of applied sciences. The services are advisory, organisational and support services.

(2) The Service Provider does not owe or promise a specific result. In particular, no guarantee is given for admission, recognition of foreign qualifications, issuance of a visa, availability of accommodation or entry into Germany. These decisions are made exclusively by the competent universities, authorities and other bodies.

## Section 2 - Services

- ✓ Review of submitted documents for completeness and plausibility, without providing legal advice or an official recognition assessment.
- ✓ Individual research and acquisition of suitable study opportunities in Germany based on the Applicant's profile and preferences.
- ✓ After successful completion of the required German-language course and receipt of all required documents: support with the application to the selected university.
- ✓ Transmission of application documents approved by the Applicant to the selected university, where legally and organisationally permissible.
- ✓ Communication and organisational coordination with the university regarding the application and the Applicant's preferences.
- ✓ Organisation and support of an initial online video meeting between the Applicant and the university, if the university agrees.
- ✓ Following a positive response: support in searching for accommodation through student residences, agents, private landlords, shared flats, temporary worker accommodation, guest houses or real-estate agents.
- ✓ Transmission of research and acquisition results to the Applicant.

The package does not include legal or tax advice, official translations or certifications, representation in recognition or visa proceedings, travel bookings, conclusion of tenancy agreements, insurance, or third-party payments, unless separately agreed in writing.

## Section 3 - Applicant's duties of cooperation

- ✓ Provide all requested information and documents completely, correctly, up to date and on time.
- ✓ Provide originals or duly certified and translated documents where required by a university or authority.
- ✓ Independently satisfy all language, educational, financial and visa requirements.
- ✓ Attend appointments, observe deadlines and promptly notify the Service Provider of changes.
- ✓ Use only authentic, unaltered documents and provide the consents required for data transmission.

The Service Provider is not responsible for delays or disadvantages caused by late, incomplete or incorrect information from the Applicant or by decisions of third parties.

## Section 4 - Fee and payment terms

(1) The total fee for Service Package 1 is EUR 4,500.00 per person. If VAT is payable by law, it is included in the stated price unless the invoice states otherwise.

| Payment stage  | Due date                     | Amount       |
|----------------|------------------------------|--------------|
| 1st instalment | Upon signing the contract    | EUR 2,250.00 |
| 2nd instalment | Before travelling to Germany | EUR 2,250.00 |

(2) The second instalment must have been received in full in the Service Provider's account before the Applicant travels to Germany. Until full payment has been received, the Service Provider may withhold outstanding services. Existing obligations and mandatory statutory rights remain unaffected.

(3) Accommodation-search support may, as stated in the service description, incur an additional fee of EUR 200.00. This additional service and its fee must be commissioned separately in text form before work begins. Rent, deposits, agent fees and other third-party expenses are borne by the Applicant.

(4) Payment account: Account holder: \_\_\_\_\_ | IBAN: \_\_\_\_\_ | BIC: \_\_\_\_\_ |  
Reference: Applicant's name / Service Package 1.

## Section 5 - Other costs and proof of funds

The Applicant bears all costs not expressly included in Section 2, including university, recognition, translation, certification, visa and authority fees, language courses, travel, accommodation, deposits, insurance and living expenses. The Applicant is independently responsible for the currently required proof of funds or blocked account. Any amount mentioned in the information sheet is only a non-binding guide and may change.

## Section 6 - Commencement, term and termination

(1) This Agreement begins when signed by both Parties and ends when the agreed services have been provided, but no later than twelve months after commencement, unless the Parties agree an extension in text form.

(2) Either Party may terminate for good cause. Good cause for the Service Provider includes intentionally false or forged documents, persistent breach of cooperation duties or substantial payment default.

(3) Upon termination, services already provided and demonstrable, non-cancellable third-party costs will be invoiced. Mandatory statutory rights of the Applicant, including any right of withdrawal, remain unaffected.

## Section 7 - Consumer right of withdrawal

If this Agreement is concluded with a consumer at a distance or away from business premises, a statutory right of withdrawal may apply. The separate withdrawal information and model withdrawal form form part of this Agreement. If the Applicant asks for services to begin during the withdrawal period and later withdraws, the Applicant may have to pay a proportionate amount for services already provided.

## Section 8 - Data protection and communications

The Applicant consents to the transmission of personal data and application documents required for performing this Agreement to selected universities and other participating bodies. Where a separate data-protection consent is required for international transfers or special categories of data, it will be obtained separately. Communications may be conducted by email and, where agreed, video-conferencing services.

## Section 9 - Liability

The Service Provider has unlimited liability for intent and gross negligence and for injury to life, body or health. For a slightly negligent breach of an essential contractual obligation, liability is limited to the typical, foreseeable loss. Otherwise, liability for slight negligence is excluded to the extent permitted by law. The Service Provider is not liable for decisions, failures or delays of universities, authorities, landlords, transport companies or other third parties unless attributable to the Service Provider.

## Section 10 - Final provisions

(1) Amendments and additions should be made in text form. Individual agreements take precedence.

(2) German law applies, excluding the UN Convention on Contracts for the International Sale of Goods. Mandatory consumer-protection provisions of the country in which the Applicant has habitual residence remain unaffected. No exclusive place of jurisdiction is agreed in relation to consumers.

(3) If any provision is or becomes invalid, the remaining provisions remain effective. The statutory provisions apply in place of the invalid provision.

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Place, date

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Place, date

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Signature of service provider  
Alexander C. Barth, INNO CONSULTING

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Signature of applicant  
Name: \_\_\_\_\_