

## CONTRACT BETWEEN MIM PREP AND STUDENT

This Contract ("**Contract**") is entered into between MIM Prep Ltd. ("**MIM Prep**"), a private limited company incorporated in England and Wales offering application services for admission to Business Schools, and the student who signs up for the "All-inclusive" package ("**Student**").

### 1. MIM PREP OBLIGATIONS

MIM Prep agrees to provide the following services to the Student. These services correspond to the "All-inclusive" package:

1.1. Expert Application Strategy: MIM Prep will work with the Student to create a comprehensive application strategy to maximize their chances of getting accepted to their target Business Schools. Student's application strategy will be developed by a team of experienced tutors and experts from top Business Schools such as Harvard, LBS, MIT, HEC, LSE, and INSEAD.

1.2. "All-inclusive" Services Package: MIM Prep will provide Student with a comprehensive package of services, including an assessment of Student's skillset and experiences, a review and edit of CV and personal branding, extensive edits & reviews of cover letters, essays, and recommendation letters, and extensive mock interviews.

1.3. Dedicated Support And Assigned Manager: MIM Prep will assign an experienced manager to the Student's file ("**Assigned Manager**"), providing continuous communication and support throughout the application process.

1.4 Selection of Assigned Manager, Other Tutors And Experts: The Assigned Manager and any other tutor or expert are selected by MIM Prep at its sole discretion, on the basis of availability, qualification, compatibility with the Student's profile and objectives.

1.5. Periodic Meetings: MIM Prep will hold periodic meetings and/or exchanges with the Student to keep track of their progress. Meetings and communications will be continuous and coordinated with the Assigned Manager. The frequency of these periodic meetings is to be defined between Student and their Assigned Manager, with a maximum frequency of 5 meetings per week. Periodic meetings and other communications are remote.

1.6. GMAT/GRE Support: MIM Prep will provide specific support for GMAT/GRE (including weekly livestream classes with experts ; full access to Smart Prep, MIM Prep's proprietary AI-driven preparation platform, which contains lessons, tips and mocks ; as well as internal resources & guides) for the duration of services. The Student can add 1-1 GMAT/GRE training sessions with an expert at an extra cost as outlined in clause 2.

1.7. Study Materials And Other Resources: MIM Prep shall provide student with an extensive packages of proprietary study documents, such as: the MIM Prep Masterclass platform, consisting

of recorded courses, insider information, application tips, school and degree information brochures, application tracking sheets and more.

1.8. These obligations shall be provided by MIM Prep to the Student for the duration of services as described in clause 7 and within the scope of services as described in clause 8.

## 2. STUDENT RESPONSIBILITIES

The Student agrees to the following responsibilities:

2.1. Payment: Student will pay MIM Prep a £6,000 fee for the "All-inclusive" package before services are rendered if applying only to schools in Europe. Student will pay MIM Prep a £10,000 fee for the "All-inclusive" package before services are rendered if applying to schools in the US.

2.2. Taxes And Additional Expenses: The sums indicated in clause 2.1 exclude VAT (Value-Added Tax). Any service not listed in this Contract may lead to additional costs. The potential provision of additional services shall be decided pursuant to further discussions between MIM Prep and the Student.

2.3. Payment terms: Payment must be made by bank transfer to MIM Prep. Bank account details shall be sent upon signature of this contract. The fees mentioned in clause 2.1 can be paid in one installment or in two installments (2 x 50% of the price).

2.4. "Add-On" Options: If the Student initially chooses to apply to schools in Europe, the Student and MIM Prep can agree to change to a package including US schools, at MIM Prep's sole discretion. In this case the Student agrees to pay £4,000 on top of the initial £6,000. If the Student wants additional personal GMAT/GRE tutoring sessions with an expert, they can be arranged during the application process at an additional fee.

2.5. Timely Response: Student will respond to all communication from MIM Prep in a timely manner.

2.6. Truthfulness: Student will provide MIM Prep with accurate and truthful information throughout the application process.

2.7. Final Decision: Student acknowledges that MIM Prep cannot guarantee admission to any Business School and that the final decision on admission rests with the Business School.

## 3. INTELLECTUAL PROPERTY

3.1. All documents, advice, services, materials, and resources (the "**Materials**") provided by MIM Prep to the Student are and shall remain the sole and exclusive property of MIM Prep.

3.2. The Student acknowledges that the Materials are proprietary to MIM Prep and may contain confidential information and intellectual property, including but not limited to copyrights, trade secrets, and know-how, whether registered or unregistered.

3.3. In consideration for the fees paid, the Student is granted a personal, non-exclusive, non-transferable and revocable license to use the Materials solely for their own individual use in connection with their academic or professional applications. Such license does not permit copying, distribution, resale, sharing, publication, creation of derivative works, or any commercial use of the Materials without the prior written consent of MIM Prep.

3.4. The Student shall not reproduce, adapt, reverse engineer, decompile, disassemble or otherwise exploit the Materials, in whole or in part, except as expressly permitted in writing by MIM Prep.

3.5. This clause shall survive termination or expiry of this Agreement.

#### 4. CONFIDENTIALITY

4.1. For the purposes of this Agreement, “**Confidential Information**” means all non-public information disclosed by either party (including the Materials, business processes, strategies, student personal data, application materials, and any other information marked or reasonably understood to be confidential) whether disclosed orally, in writing, electronically or by inspection, but excludes information which:

- (a) is or becomes publicly available through no breach of this clause by the receiving party;
- (b) was lawfully in the receiving party’s possession prior to disclosure by the disclosing party without restriction on use or disclosure;
- (c) is lawfully obtained from a third party who has the right to disclose it without restriction.

4.2. Each party shall:

- (a) keep all Confidential Information of the other party strictly confidential;
- (b) use such Confidential Information only for the purpose of performing or receiving the services as authorised under this Contract; and
- (c) not disclose such Confidential Information to any third party except to those of its employees, agents or advisers who need to know the same for the permitted purpose and who are under confidentiality obligations no less onerous than those in this clause.

4.3. The receiving party shall take all reasonable precautions to protect the confidentiality of the Confidential Information, which shall in no event be less than those it takes to protect its own confidential information of a similar nature.

4.4. Upon termination or expiry of this Agreement, or at the disclosing party's written request, the receiving party shall promptly return or destroy (and certify destruction of) all Confidential Information in its possession or control, except to the extent retention is required by applicable law, in which case the receiving party shall continue to keep such retained information confidential in accordance with this clause.

4.5. The obligations in this clause shall survive termination or expiry of this Agreement.

## 5. DATA PROTECTION

5.1. Each party shall comply with its respective obligations under all applicable data protection laws, including the UK General Data Protection Regulation and the Data Protection Act 2018, in relation to any personal data processed under this Agreement.

5.2. To the extent MIM Prep processes personal data on behalf of the Student, such processing shall be limited to what is necessary for the performance of the services and as otherwise permitted by law. MIM Prep shall ensure that appropriate technical and organisational measures are in place to protect such data against unauthorised or unlawful processing, accidental loss, destruction or damage.

5.3. The parties acknowledge that personal data disclosed in connection with this Agreement shall also constitute Confidential Information and shall be subject to the confidentiality obligations set out in Clause 4.

5.4. Each party shall promptly notify the other in writing if it becomes aware of any personal data breach affecting personal data disclosed or processed under this Agreement.

## 6. LIABILITY DISCLAIMER

MIM Prep shall not be liable for any damages or losses arising out of or in connection with the services provided under this Contract.

## 7. DURATION OF SERVICES

MIM Prep agrees to provide services to the Student until the Student is admitted to a Master they will be participating within their current application year. The duration of services lasts until such admission is obtained, including to the following application year. Notwithstanding the duration of this Contract, the parties agree that the maximum fee to be paid by the student is the one provided in clause 2.1. MIM Prep reserves the right to refuse passage to the following application year under exceptional circumstances at its own discretion.

## 8. SCOPE OF SERVICES

8.1. MIM Prep agrees to provide the aforementioned services to Student for an initial list of programs, including up to six (6) Master's programs. MIM Prep reserves the right to extend this list at its discretion at no additional cost so long as the application is within the same application cycle (one academic year), based on what it deems to be in the best interest of the Student.

8.2. Within the same application cycle, the applications may be submitted at different "rounds" or different dates based on the application strategy decided by the Assigned Manager with the Student.

## 9. REFUND POLICY

The Student acknowledges and agrees that all sums paid to MIM Prep for services rendered are non-refundable under any circumstances so long as the terms of the Contract are met and respected by MIM Prep. The Client understands and accepts this policy before engaging in any services provided by MIM Prep.

## 10. DELAYED PAYMENTS

In the event that the Student fails to make payment to MIM Prep by the indicated due dates, the Student shall be subject to a late payment penalty. This penalty shall accrue interest at a rate of 10% per month on the outstanding balance from the due date until the date of payment.

## 11. TRANSFER OF CONTRACT

Should MIM Prep change its ownership structure by acquisition, merger or should it transfer its operations to a subsidiary or other entity, this Contract shall remain valid as long as operations do not cease.

## 12. APPLICABLE LAW

This Contract shall be governed by and construed in accordance with the laws of the jurisdiction in which MIM Prep is located, the laws of England and Wales.


### 13. ENTIRE AGREEMENT

This Contract constitutes the entire agreement between MIM Prep and Student and supersedes all prior agreements and understandings, whether written or oral, relating to the subject matter of this Contract.

### 14. SEVERABILITY

If any of the provisions of this Contract are determined by any competent authority to be invalid, unlawful or unenforceable, such provision will to that extent be severed from the remaining Contract, which will continue to be valid and enforceable to the fullest extent permitted by law.

Please review the above contract carefully before signing it. By signing below, the parties acknowledge that they have read and understood the terms of this Contract and agree to be bound by them.

MIM Prep:  (signature)

Student: \_\_\_\_\_ (signature)

Date: \_\_\_\_\_