



**Training for  
Knowledge and Livelihood**

RTO Code: 45509 | CRICOS Provider Code: 03770M

# **INTERNATIONAL STUDENTS RECRUITMENT AGREEMENT**

Partnership agreement/appointment of agent by

**TKL COLLEGE PTY LTD T/A**

**Training for Knowledge and Livelihood**

(ABN: 97 619 537 692 | RTO CODE: 45509 | CRICOS PROVIDER CODE: 03770M)

for the recruitment of international students for

**TKL COLLEGE PTY LTD**

(ABN: 97 619 537 692 | RTO CODE: 45509 | CRICOS PROVIDER CODE: 03770M)

delivering programs/courses in Australia.

Agent's Name:

**Baykara Education and Career Training - BEACT**

# PARTNERSHIP AGREEMENT

**BETWEEN**

## TKL COLLEGE PTY LTD

(ABN: 97 619 537 692 | RTO CODE: 45509 | CRICOS PROVIDER CODE: 03770M)

**Sydney Campus:** Unit 43, Level 10, 95-99 York St Sydney NSW 2000

**Parramatta Campus:** Suite 707, Level 7, 159-175 Church St, Parramatta, NSW 2150

**Melbourne Campus:** Level 6 & 7, 20 Queen St Melbourne VIC 3000

**AND**

## Baykara Education and Career Training - BEACT

**DATE**

**16/01/2026**

Legal Name (Company):	BAYKARA, FATIH GURAY		
Agent's Name:	Baykara Education and Career Training - BEACT	ABN:	79 842 750 511
Address:	L45, 680 George St, Sydney NSW 2000		
Telephone:	61 402 710 344	Mobile:	61 402 710 344
Representative/ Contact Person:	Fatih BAYKARA		
Date of Agreement:	16/01/2026	Email:	info@be-act.com.au fatih@be-act.com.au

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## BACKGROUND

- a. Australian law requires all providers delivering education and training services to overseas students to be registered and to comply with specified legislative and regulatory obligations. TKL and its authorised agents must comply with these requirements at all times.
- b. These obligations arise under the *Education Services for Overseas Students Act 2000* (ESOS Act) and include compliance with the *National Code of Practice for Providers of Education and Training to Overseas Students* (National Code), which is made under, and forms part of, the ESOS Act.
- c. TKL is registered on the Commonwealth Register of Institutions and Courses for Overseas Students (CRICOS) in accordance with the ESOS Act and is authorised to deliver education and training services to overseas students.
- d. The education agent acknowledges that it has been informed by TKL of the requirements of the ESOS Act and the National Code and agrees to comply with, and to cooperate fully with TKL in ensuring compliance with, those requirements. This Agreement is legally binding solely between TKL and the appointed Agent named herein and is subject to all terms and conditions set out in this Agreement.

## AGREED TERMS

### 1. DEFINITIONS

#### 1.1 Interpretation of Terms


In this Agreement, unless the context otherwise requires:

Agent means an *education agent*, being an entity (whether operating within or outside Australia) that:

- a) engages in one or more of the following activities on behalf of a provider:
  - i. recruitment of overseas students or intending overseas students;
  - ii. provision of information, advice, or assistance to overseas students or intending overseas students in relation to enrolment;
  - iii. any other dealings with overseas students or intending overseas students; and
- b) is not a permanent full-time or part-time officer or employee of the provider. Casual employees or contractors are included within the definition of *education agent* if they undertake any of the activities described in paragraph (a).

In this context, “otherwise dealing with overseas students or intending overseas students” includes, but is not limited to, the following activities:

- marketing through digital, print, or electronic media, or promotional events;

  
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- distribution of provider-endorsed materials (including brochures and written agreements);
- education counselling and advisory services;
- collection of tuition or non-tuition fees; and
- migration advice (noting that migration advice may only be provided in Australia by a registered migration agent, legal practitioner, or exempt person).

In accordance with the ESOS Act and ESOS Regulations, the Provider must disclose details of all education agents it engages, irrespective of whether a written agreement is in place.

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**‘Education Agent Commission’** means any consideration or benefit, whether monetary or non-monetary, that:

- is given, or is to be given, by or on behalf of the education provider to:
  - o an education agent; or
  - o an associate of an education agent; and
- is provided in connection with:
  - o the recruitment of overseas students or intending overseas students;
  - o the provision of information, advice, or assistance relating to enrolment; or
  - o any other dealings with overseas students or intending overseas students.

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**‘Courses’** means the full-time registered Vocational Education and Training or ELICOS courses offered by or through TKL and registered on CRICOS.

**‘Course Fee’** means the tuition fees and any other compulsory fees for Courses as determined by TKL from time to time.

**‘CRICOS’** means the Commonwealth Register of Institutions and Courses for Overseas Students.

**‘CoE’** means a Confirmation of Enrolment issued through PRISMS.

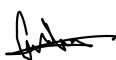
**‘DoHA’** means the Australian Department of Home Affairs or Australian government agency responsible for immigration matters.

**‘ESOS Act’** means the *Education Services for Overseas Students Act 2000* (Cth).

**‘Full-Time Study’** means the volume of learning for a Course as approved by the relevant accrediting body, or where no such approval is specified, a minimum of 20 scheduled contact hours per week.

**‘Genuine Student (GS)’** means an applicant who demonstrates a genuine intention to undertake study in Australia, with the academic, language, and financial capacity to successfully complete the Course.

**‘Laws’** means all laws in force in New South Wales and the Commonwealth of Australia applicable to this Agreement, including but not limited to the ESOS Act, and any regulations,

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instruments, or statutory guidelines made under them.

‘**Marks**’ means all logos, trademarks, designs, crests, and related intellectual property, whether registered or unregistered.

‘**National Code**’ means the *National Code of Practice for Providers of Education and Training to Overseas Students 2018*, or any successor instrument.

‘**National Regulator**’ means the Australian government authority responsible for the regulation and compliance oversight of education providers.

‘**PRISMS**’ means the Provider Registration and International Student Management System (the electronic system that holds CRICOS courses, provider registration details and used to register every international student enrollment to an Australian school)

‘**Prospective Student**’ means a person (whether within or outside Australia) who intends to become, or has taken steps toward becoming, a Student or an overseas student as defined under the ESOS Act.

‘**Recruitment Targets**’ are agreed performance goals set by TKL for education agents, usually measured by the number of students recruited, enrolment conversions, and compliance outcomes within a defined period

‘**Services**’ means the services described in clauses 3 and 4 of this Agreement.

‘**Student**’ means a person (whether within or outside Australia) who holds a valid Student Visa and is an overseas student within the meaning of the ESOS Act.

‘**Student Visa**’ means a visa issued under the *Migration Act 1958* (Cth) permitting study in Australia as the primary purpose.

‘**SSVF**’ means Streamlined Student Visa Framework or any scheme that replaces it.

‘**Provider**’ means TKL (CRICOS Provider Code 03449J).

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## 1.2 Rules of Interpretation

Unless the contrary intention appears:

- a. headings are for convenience only and do not affect interpretation;
- b. words in the singular include the plural and vice versa;
- c. grammatical variations of defined terms have corresponding meanings;
- d. the words “including”, “for example”, or similar expressions are not words of limitation;
- e. all monetary amounts are in Australian dollars unless otherwise stated;

  
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- f. references to documents include amendments, replacements, novations, or supplements;
- g. references to legislation include all subordinate legislation and amendments; and
- h. Schedules 1 and 2 form part of this Agreement, and in the event of inconsistency, the body of this agreement prevails.

### **1.3 No Contra Proferentem**

This Agreement is not to be interpreted to the disadvantage of a party solely because that party prepared, or seeks to rely upon, this agreement or any part of it.

## **2. ENGAGEMENT OF THE EDUCATION AGENT**

**2.1 TKL may engage the education agent as its non-exclusive representative to provide the services described in this agreement and to recruit students within the territories specified herein, for the duration of this agreement and subject to its terms and conditions.**


**2.2 The education agent must perform all services with integrity, honesty, and professionalism, and in full compliance with this agreement and all applicable legislative and regulatory requirements.**

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## **3. CORE RESPONSIBILITIES OF THE EDUCATION AGENT**

### **3.1 Under this agreement the education agent must:**

- a. Actively promote TKL and its CRICOS-registered courses within the agreed territories;
- b. Recruit only Genuine Students who satisfy relevant Genuine Student (GS) criteria and TKL's admission and visa risk processes;
- c. Provide students with accurate, complete and up-to-date information provided by TKL and as required under the ESOS Act, National Code and relevant Commonwealth and State/Territory requirements;
- d. Assist students to complete and submit applications (online or paper) with all the required and verified supporting documentation;
- e. Act in accordance with Standard 4 of the National Code (included in Schedule 2) and uphold TKL's reputation and regulatory obligations;
- f. Provide reports, market feedback or other information as requested by TKL;
- g. Authorise TKL to obtain and exchange information required for regulatory compliance,

  
*Signature:* \_\_\_\_\_

- visa processing, or lawful request by any government authority;
- h. Cooperate with the National Regulator, including by:
  - i. providing accurate and factual information when requested; and
  - ii. facilitating audits or monitoring activities relevant to the services;
- j. The education agent agrees to comply with TKL's Complaints and Appeals Policy and Procedure, including any process for managing and responding to allegations about the Agent's conduct while providing services on behalf of TKL.


#### **4. DETAILED OBLIGATIONS OF THE AGENT**

##### **4.1 In performing services, the education agent must:**

- a. Uphold the reputation of TKL and the Australian international education sector;
- b. Promote TKL and its courses accurately, ethically and responsibly as required under the ESOS Act;
- c. Provide market intelligence relating to student recruitment as requested;
- d. Undertake only those marketing or promotional activities referring to TKL that have been expressly authorised in writing by TKL;
- e. Ensure relevant TKL communications and updates are disseminated to all staff dealing with prospective Students;
- f. Conduct pre-assessments against GS criteria including English proficiency, academic readiness, financial capacity, visa intent, and likely educational outcomes;
- g. Counsel Students using TKL-supplied materials on:

The education agent must ensure prospective students are informed, accurately and in a timely manner, of matters including, but not limited to:

- i. TKL's facilities, equipment, and learning resources;
- ii. Available courses of study;
- iii. Course tuition fees, applicable charges, and refund conditions;
- iv. Living in Australia, including estimated costs of living;
- v. The location of TKL and the surrounding local environment;
- vi. Minimum admission requirements, including English language proficiency, academic qualifications, and relevant work experience;
- vii. Student visa requirements, including compliance with Genuine Student (GS) criteria;
- viii. The requirement that student visa holders must have study as their primary purpose, maintain a full-time enrolment load, and meet satisfactory academic progress requirements.
- ix. The requirement for students to arrive in Australia in time to attend compulsory orientation;

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- x. Possible consequences of breaching visa conditions, including visa cancellation or deportation;
  - xi. The requirement that students may be liable for the school tuition fees of any school-aged dependants enrolled in government or non-government schools; and
  - xii. Overseas Student Health Cover (OSHC) can be arranged by TKL and will be provided through BUPA and/or Medibank Private.
- h. Submit the student's application using the application form specified by TKL, and only after completing the following steps:
- i. Providing appropriate counselling to the student and undertaking an initial pre-assessment of the student's eligibility;
  - ii. Explaining to the student all application conditions and requirements as specified on the application form;
  - iii. Ensuring the Student's contact details, including current address and email address, are accurately recorded in the application form; and
  - iv. Ensuring all required evidence and supporting documents are certified as true copies of the originals and submitted with the application, or provided promptly upon request.
- i. If it is required or otherwise advisable for enrolment materials to be sent by air courier, the student must cover the prescribed amount to be charged for air courier services.
- j. The education agent must provide the student with any documents issued by TKL within three (3) days of receipt and must ensure that all required TKL documents are duly executed by the student and returned within the timeframe specified by TKL in order to finalise the admission process
- k. Ensure all tuition fees or other charges are paid directly to TKL or as directed;
- l. Take reasonable steps to confirm authenticity of documents and prevent false, misleading or fraudulent submissions including verifying test scores, school transcripts and diplomas, bank certificates and statements,
- m. Explain refund arrangements in the event of visa refusal, in line with TKL's Refund Policy.

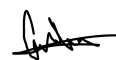
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## 4.2 Prohibited Conduct

The Agent must not:

- a. Engage in dishonest practices, including representing that student visas may be used for non-study purposes;
- b. Provide students or prospective students with 'immigration advice' as defined under the Migration Act 1958 (Cth), unless the Agent holds a current registration and authorisation to do so under that Act or any applicable migration laws.
- c. Facilitate, submit, or otherwise support applications for individuals who are not Genuine

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Students, who are unlikely to satisfy Genuine Student (GS) criteria, or who present a risk of breaching visa conditions;

**d.** Recruit students from any country or region that is not expressly authorised under this agreement;

**e.** Approve, endorse, or encourage a student's arrival after the commencement date specified on the Confirmation of Enrolment (CoE), and must actively discourage arrival after compulsory orientation has taken place;

**f.** Provide any inaccurate, misleading, false, or unauthorised information to a prospective student regarding acceptance into a Course for which they have applied, or any alternative course;

**g.** Provide any inaccurate, misleading, false, or unauthorised information to a prospective student regarding tuition fees, other charges, or financial obligations payable to TKL;

**h.** Offer, provide, or facilitate any discounting of course fees, including through cash rebates, Commission-sharing, or the provision of non-monetary benefits, whether for competitive advantage or otherwise

**i.** Receive, hold, bank, or apply any deductions to tuition fees or any other fees payable directly to TKL by prospective or enrolled students;

**j.** Engage in any false, misleading, deceptive, or unethical advertising, marketing, recruitment, or promotional practices;

**k.** Make any false, misleading, deceptive, comparative, or unsubstantiated statements or representations regarding TKL or any other education provider or their courses;


**l.** Make any inaccurate or unauthorised claims of association, affiliation, representation, or partnership with TKL or with any other education provider;

**m.** Conduct advertising, marketing, promotional, or recruitment activities relating to TKL or its Courses without TKL's prior written approval. Unless otherwise agreed, all such activities shall be undertaken at the education agent's sole cost and expense;

**n.** Use, reproduce, adapt, or otherwise deal with any registered or unregistered trademarks, trade names, logos, branding, or related intellectual property of TKL without TKL's prior written consent;

**o.** Encumber, assign, transfer, or grant any security interest or any third-party interest over any rights conferred under this agreement;

**p.** Make any representations, assurances, statements, or guarantees to students regarding the likelihood, outcome, or approval of any student visa application;

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q. In respect of any student enrolled in a course at TKL, directly or indirectly enrol, propose, recommend, or otherwise facilitate the enrolment or proposed enrolment of that student with another education provider.

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### 4.3 Indemnity

The education agent agrees to indemnify TKL against any loss, liability, damage, cost or expense (including legal costs on a full indemnity basis) arising from the education agent's breach of this agreement or misconduct.

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## 5. TKL OBLIGATIONS

### 5.1 Information Provision and Support

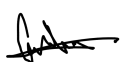
TKL must use all reasonable endeavours to:

- a. Provide the education agent with accurate, current and comprehensive information regarding TKL's CRICOS registered courses, admission procedures, environment, and requirements under the ESOS Act, National Code and the Department of Home Affairs (DoHA);
- b. Issue updated promotional materials, policies, procedures and relevant operational guidance to enable the education agent to fulfill its obligations under this agreement;
- c. Support the education agent in the recruitment of Genuine Students who satisfy GS criteria and relevant legislative or regulatory requirements;
- d. Facilitate education agent access to accurate information relating to student visa requirements and visa application processes;
- e. Promptly notify the education agent of legal, regulatory or policy changes relevant to international student recruitment, or visa requirements, upon becoming aware of such changes; and
- f. Investigate complaints received from students concerning the conduct of the Agent and take appropriate remedial action consistent with TKL policies and applicable legislation.

### 5.2 Application Processing and Communication

TKL must:

- a. Duly assess completed student applications received from the education agent in accordance with TKL admission policies and statutory requirements; and
- b. Exercise absolute discretion to accept or reject any application referred by the Agent, without obligation to provide reasons for such decisions; and
- c. Respond to the education agent in a timely and professional manner; and
- d. Pay commission to the education agent for each student successfully recruited and enrolled,

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in accordance with Clause 7 of this agreement.

### 5.3 Performance Standards and Monitoring

TKL will establish performance standards and monitor the education agent's performance on an annual basis, around the anniversary of this agreement, using indicators that may include, but are not limited to:

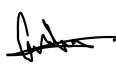
- a. Enrolment yield relative to submitted applications (conversion rates refers to the number of enrollments achieved from the total number of applications);
- b. Academic progress and performance of students recruited by the education agent;
- c. The quality and standard of Students enrolled by the education agent;
- d. Achievement of recruitment targets;
- e. Student satisfaction surveys;
- f. Application audits;
- g. Office visits;
- h. Compliance with commission invoicing procedures;
- i. Visa grant rates for students recruited by the education agent;
- j. Confirmation of receipt of TKL communications;
- k. Compliance by the education agent with this agreement; and
- l. Any additional indicators reasonably determined by TKL from time to time.

### 5.4 Performance Review and Renewal

- a. Where the term of this agreement exceeds 12 months, TKL will review the Agent's performance annually and provide feedback. Nothing in this clause limits TKL's right to terminate the agreement pursuant to Clause 9.
- b. Where the term is 12 months or less and the Agent seeks renewal, TKL may consider the Agent's performance under Clause 5.3 as part of any renewal decision. Renewal remains at the absolute discretion of TKL.

### 5.5 Corrective Action and Conduct Requirements

Notwithstanding Clause 5.4, TKL may take appropriate corrective action if at any time the Agent is found to have breached this agreement, engaged in negligent, careless, incompetent, misleading, unethical or otherwise improper practices that may harm TKL, the VET sector or

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the reputation of Australian international education.

## 5.6 Complaint Management and Remediation

The education agent acknowledges that TKL maintains a complaints and appeals policy and procedure for managing allegations involving the education agent. Corrective or preventative actions may include, but are not limited to:

- a. termination of this agreement;
- b. issuing corrected information to students;
- c. requiring refunds of fees to students where they have been materially misled by the education agent; and/or
- d. requiring the education agent to undertake counseling or compliance training on obligations under this agreement, the ESOS Act or the National Code.

## 5.7 Regulatory Cooperation

Without limiting any other term of this agreement:

- a. refusal by the education agent to undertake required corrective actions; or
  - b. refusal to cooperate with the National Regulator or other competent authority,
- will result in the immediate termination of this agreement upon written notice by TKL.

## 6. CONFIDENTIALITY

### 6.1 Confidential Information

The education agent must keep confidential and must not disclose, use or permit the use of:

- a. all information provided by TKL, except to the extent that disclosure is required to perform the services under this agreement; and
- b. information provided by a student, except to the extent that disclosure is required by TKL or the Department of Home Affairs (DoHA) to perform the services described in this agreement, or is otherwise required by law.

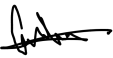
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## 7. EDUCATION AGENT'S FEES AND COMMISSION

### 7.1 Commission Entitlement

Subject to this clause 7, TKL must pay commission to the education agent as specified in Schedule 1 for each student who:

- a. is recruited by the education agent; and
- b. is enrolled in a course at TKL; and
- c. is issued with a Confirmation of Enrolment (CoE); and
- d. has paid all required course fees to TKL (for VET Courses, for the relevant term); and
- e. has commenced the course.

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## 7.2 Commission Rates

The education agent acknowledges that TKL determines the rates in Schedule 1 at its sole discretion.

## 7.3 Establishing Recruitment Attribution

A student will only be regarded as having been recruited by the education agent if:

- a. the Student's application for admission is submitted by the education agent and identifies the education agent; and
- b. the education agent submits the student's acceptance of TKL's letter of offer; and
- c. the student is granted a student visa and commences the course.

## 7.4 Change of Offer or Appointment

Where:

- a. a letter of offer has already been issued for a Course; and
- b. the education agent requests that another letter of offer for the same course be issued, TKL is only required to issue the additional letter if:
  - c. the Agent submits a valid Agent Appointment Form; and
  - d. TKL approves the appointment in writing at its absolute discretion (with or without conditions).

## 7.5 Circumstances in which commission is not payable

No commission will be payable by TKL:

- a. in advance or before all applicable course fees have been received by TKL;
- b. where the Student withdraws or defers before commencement;
- c. where the Student is not granted a student visa;
- d. where the Student is recruited through TKL's own recruitment channels within or outside Australia, including pathway or preparatory programs;
- e. where the education agent has breached this agreement or TKL reasonably suspects non-compliance;
- f. where a change of education agent is requested after the CoE has been issued (even if approved, no commission is owed to the new education agent); or

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g. where the Agent submits an invoice more than 12 months after the Student's enrolment date.

### **7.6 No Commission for Extensions**

No additional commission is payable for extensions or repetition of the same course due to unsatisfactory academic progress or attendance.

### **7.7 Additional or Subsequent Courses**

If a student recruited by the education agent undertakes an additional or new course during their studies and remains with the same Agent:

- a. Commission is payable upon submission, acceptance and commencement of that course;
- b. clauses 7.1, 7.3, 7.4, 7.5 and 7.6 apply;
- c. Commission will reflect the rate applicable to the additional or new course; and
- d. TKL may deduct any commission previously paid for the original course that the student does not complete.

### **7.8 Returning Students**

Where a TKL alumnus returns to study the student will be treated as a new student for the purpose of commission.

### **7.9 Timing of Commission Calculation**

TKL will calculate and process commission payments as soon as practicable after the conditions in clause 7.1 have been met.

### **7.10 Regulatory Reporting of Commission Payments**

- a. The education agent acknowledges that the ESOS Act authorises the Secretary to request information about education agent commissions, including:
  - i. total monetary payments to each education agent;
  - ii. value and nature of non-monetary benefits; and
  - iii. number of accepted students recruited by each education agent.
- b. Where such information is requested, TKL must comply within the timeframe advised and in the form specified by the Secretary.

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## 8. GST

### 8.1 Definitions

For the purposes of this agreement, the following terms have the same meaning given in the New Tax System (Goods and Services Tax) Act 1999 (GST Act):

Adjustment; GST; Input Tax Credit; Supply; Recipient Created Tax Invoice; Taxable Supply; Tax Invoice.

### 8.2 GST Exclusive consideration

Unless stated otherwise, monetary amounts in this agreement are expressed exclusive of GST.

### 8.3 GST Payable on Taxable Supplies

Where GST is imposed on a Supply under this agreement, the Recipient must pay the Supplier an additional amount equal to the GST payable, at the same time and in the same manner as the consideration for the Supply.

### 8.4 Tax Invoices

The Recipient is not required to pay GST until provided with a valid Tax Invoice.

### 8.5 Recipient Created Tax Invoices

a. Where the education agent is registered for GST:

- i. TKL will issue Recipient Created Tax Invoices (RCTIs);
- ii. The education agent must not issue Tax Invoices;
- iii. The education agent warrants it is registered for GST and will notify TKL if this changes;
- iv. TKL warrants it is registered in Australia under the Corporations Act 2001 and will notify the education agent if this changes; and
- v. TKL warrants its ABN listed on page 1 is correct.

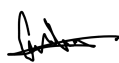
b. Where the education agent is not registered for GST, no GST is payable and TKL will only make payment upon receipt of an invoice that includes:

- i. Student name and date of birth;
- ii. Course details;
- iii. Agent's contact and banking details;
- iv. Invoice reference number; and
- v. Any other information reasonably requested by TKL.

Payment will be made within six (6) weeks of receipt of a compliant invoice and receipt of full Course Fees.

c. Without limiting clause 7.5(g), invoices submitted more than 12 months after enrolment will not be paid. The education agent acknowledges that

- i. late submission is solely the education agent's responsibility; and
- ii. TKL is discharged from any obligation to make such payments.

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## 8.6 Reimbursement of Expenses

Where this agreement requires reimbursement for expenses paid to a third party, the reimbursable amount will be net of any Input Tax Credit and increased by any GST payable in accordance with clause 8.3.

## 8.7 Adjustments

Where an Adjustment event occurs, any payment required will be adjusted accordingly between the parties.

## 9. TERMINATION

### 9.1 Termination on Notice

Either party may terminate this agreement at any time by giving the other party not less than 30 days' prior written notice.

### 9.2 Termination for Unsatisfactory Performance

Where this agreement has a term longer than 12 months, TKL may terminate the agreement immediately by written notice if TKL determines, in its absolute discretion, that the education agent's performance is unsatisfactory (including under clause 5.3).

### 9.3 Termination for Regulatory Non-Compliance

TKL may terminate this agreement immediately if the education agent engages in conduct falling within the ambit of clause 4.3 of the National Code. In such circumstances, clause 9.1 does not apply.

### 9.4 Termination for Insolvency Events

TKL may terminate this agreement immediately if the education agent becomes insolvent, bankrupt, dissolved, ceases trading, enters liquidation, administration or receivership, or otherwise ceases business operations.

### 9.5 Termination for Breach or Misconduct

Without limiting any other right of termination, TKL may terminate this agreement immediately by written notice if the education agent breaches this agreement, or TKL knows or reasonably suspects the education agent to be:

- a. in breach of this agreement;
- b. negligent, careless, incompetent or engaged in false, misleading or unethical advertising, recruitment or promotional practices that may damage the reputation or integrity of TKL or the Australian international education sector;
- c. engaged or previously engaged in dishonest practices, including the deliberate recruitment

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- or 'poaching' of students in a manner inconsistent with Standard 7 of the National Code (Transfer between registered providers);
- d. facilitating the enrolment of a student who is not a Genuine Student and does not satisfy the GS criteria or relevant visa conditions;
  - e. misusing PRISMS or generating Confirmations of Enrolment for non-genuine Students
  - f. providing immigration assistance without being authorised under the Migration Act 1958 (Cth).

## 9.6 Consequences of Termination

Upon termination, the education agent must:

- a. submit all completed applications received prior to the termination date;
- b. provide TKL with details of all prospective students; and
- c. immediately cease using TKL materials and destroy or return all advertising, recruitment, promotional or other material relating to TKL.

## 9.7 Accrued Rights and Commission Entitlements

Termination does not affect any accrued rights or remedies of either party.

For clarity:

- a. the education agent remains entitled to Commission attributable to the period up to and including the effective date of termination; and
- b. the education agent is not entitled to Commission attributable to any period after termination, including Commission that would otherwise have been payable under clause 7 if the agreement remained in force.

## 9.8 Regulatory Information and Visa Refusal Rates

- a. Providers may access information relating to all education agents through PRISMS, including:
  - transfer activity between providers and courses; and
  - commission information relating to education agents.
- b. If, based on regulatory data, the overall visa refusal rate of students recruited by the education agent exceeds 50% at CoE issuance, TKL may terminate this agreement immediately. No notice period applies in these circumstances.

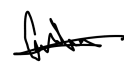
Note: For the purposes of clauses 9.2, 9.3, 9.5 and 9.8, "immediate" means no prior notice is required.

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## 10. ASSIGNMENT AND SUBCONTRACTING

### 10.1 Existing Subcontracting Arrangements

The education agent must disclose all existing subcontracting arrangements to TKL as at the commencement of this agreement and must comply with TKL's directions regarding such arrangements.

Signature: \_\_\_\_\_ 

## 10.2 Prior Consent Required for Subcontracting

The education agent must not appoint a subcontractor without TKL's prior written consent. TKL may grant or withhold consent in its absolute discretion and may impose conditions. The Agent acknowledges that TKL may require a written agreement with any subcontractor.

## 10.3 Responsibility for Subcontractors

The education agent remains fully responsible for the performance of its obligations under this agreement despite any subcontracting. All correspondence, including applications and invoices, will be between TKL and the education agent.

## 10.4 Assignment

The education agent must not assign any rights under this agreement without TKL's prior written consent, which may be granted or withheld in TKL's absolute discretion. TKL may assign its rights under this agreement at any time.

## 10.5 Compliance by Third Parties

The education agent must ensure that any subcontractor or assignee complies with all applicable laws, including the ESOS Act and the National Code. The Agent must provide periodic reporting of any subcontracting or third-party arrangements to TKL upon request.

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## 11. NOTICES

### 11.1 Form of Notice

Notices must be in writing and may be sent by prepaid airmail, facsimile or electronic mail to the address specified in Schedule 1 or as updated under clause 11.2.

### 11.2 Change of Contact Details

A party that changes its address or contact details must notify the other party promptly.

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## 12. ENTIRE AGREEMENT

This agreement, including its schedules and annexures:

- a. constitutes the entire agreement between the parties regarding its subject matter; and
- b. supersedes all previous agreements, understandings or arrangements between the parties regarding the same subject matter.

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## 13. VARIATION

The terms of this agreement shall not be revised, except as expressly amended by an addendum executed by both parties.

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## 14. GOVERNING LAW AND COMPLIANCE

### 14.1 Governing Law

This agreement is governed by the laws of New South Wales, Australia.

### 14.2 Jurisdiction

The parties submit to the exclusive jurisdiction of the courts of New South Wales, Australia.

Signature: \_\_\_\_\_ 

### 14.3 Compliance with Applicable Laws

The parties acknowledge that this agreement is subject to, and must be interpreted in accordance with, all applicable Commonwealth, State and Territory laws and regulatory requirements, including (without limitation):

- ESOS Act and ESOS Regulations
- National Code
- Migration Act 1958 (Cth)
- privacy and consumer protection laws
- any directions, conditions or requirements of relevant regulators.

b. Any obligation imposed on either party by any applicable law in force at the date of this Agreement, or coming into force after the date of this Agreement, is deemed to be incorporated into and form part of this Agreement, whether or not expressly stated.

c. To the extent of any inconsistency between this Agreement and any applicable law, the applicable law prevails and this Agreement is deemed to be varied to the minimum extent necessary to comply with that law. The omission of any legal requirement from this Agreement does not relieve the Agent of the obligation to comply with that requirement. Any act or omission by the Agent that would cause TKL to be in breach of applicable law constitutes a material breach of this Agreement and grounds for immediate termination under Clause 9.

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## 15. COMMISSION CLAWBACK AND REFUND ON STUDENT WITHDRAWAL

### 15.1 Refund Obligation

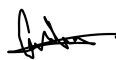
a. Where a student recruited or referred by the education agent withdraws, defers, cancels, or otherwise ceases enrolment in a course for any reason approved by the provider, and the education agent has received any commission or other benefit (monetary or non-monetary) in respect of that student, the education agent must refund or return the full amount of such commission or benefit to the Provider within seven (7) days of receiving written notice from the Provider.

### 15.2 Form of Refund

a. The refund must be made:  
in the same form as originally paid, where practicable; or  
by direct payment to the Provider in cleared funds, as directed by the Provider.

### 15.3 Set-Off and Withholding Rights

a. If the education agent fails to refund or return the commission within the timeframe required under this Clause, the education agent irrevocably authorises the Provider to: withhold, set off, or deduct the outstanding amount from any pending, accrued, or future commissions or payments otherwise payable to the education agent; and/or recover the outstanding amount as a debt due and payable to the Provider.

Signature: \_\_\_\_\_ 

#### 15.4 Survival of the obligation

a. The obligations under this Clause survive termination or expiry of this Agreement and remain enforceable until all amounts owing to the Provider have been repaid in full.

#### 15.5 No Waiver of Rights

a. This Clause does not limit any other rights, powers, or remedies available to the Provider under this Agreement, at law, in equity, or under the Education Services for Overseas Students Act 2000 (Cth), the National Code, or any associated legislative instruments.

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### 16. COMMISSION PAYMENT FOR ONSHORE TRANSFER STUDENTS

16.1 Students who transfer from another Australian CRICOS-registered provider while holding a student visa are subject to all applicable laws, regulations, and regulatory guidance in force at the time of application, enrolment, or commission payment, including Standard 4 of the National Code and any related legislative instruments at the time of the student's application, enrolment, or commission payment.

16.2 TKL reserves the right, at its sole discretion, to withhold, reduce, or refuse payment of commission for any onshore transfer student if:

- a. payment would contravene any law, regulation, or directive issued by ASQA, the Department of Education, or any other relevant authority;
- b. the transfer is deemed non-genuine, inconsistent with sector integrity requirements, or subject to regulatory restriction; or
- c. any future regulatory change, government direction, or sector-wide agreement restricts or prohibits such payments.

16.3 Standard 4.8 permits commission payments only in relation to the recruitment of an overseas student who:


- a. becomes an accepted student of TKL on or before 31 March 2026; or
- b. is recruited for the courses delivered by the TKL as specified in the Confirmation(s) of Enrolment for which the student's student visa was originally granted; or
- c. is recruited for a course that commences after the student has completed their principal course of study with the other registered provider.

16.4 TKL reserves the right, at its sole discretion, to withhold, reduce, suspend, limit, or refuse payment of commission for any onshore transfer student to ensure compliance with current or future regulatory requirements, government directions, sector integrity measures, or Standard 4.8 of the National Code.

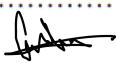
16.5 Education Agents acknowledge and agree that commission entitlements for onshore transfer students may be varied, withdrawn, or revoked without notice if required for regulatory compliance, and must provide any information requested by TKL to assess eligibility for commission under this Clause.

Signature:  \_\_\_\_\_


16.6 Nothing in this Clause obliges the Provider to pay commission where doing so would contravene any law, regulation, directive, regulatory guidance, or sector-wide agreement, including but not limited to restrictions imposed by ASQA, the Department of Education, or any other relevant authority.

*Signature:* \_\_\_\_\_ 

**SIGNED AND AGREED BY AND BETWEEN**

For Agent **BAYKARA, FATIH GURAY**  
.....  
Signature:   
.....  
Date **16 / 01 / 2026**

**For TKL COLLEGE: RAJU KHATIWADA**

Signature:   
.....  
Date **16 / 01 / 2026**

## SCHEDULE 1

<b>Item 1</b>	Start Date	16/01/2026
	End Date	15/01/2028
<b>Item 2</b>	Regions	As per the regions specifically mentioned in Items 3.
		This is a non-exclusive agreement and TKL can appoint other Agents as it so chooses in respect of any country or area.
<b>Item 3</b>	Global	Commission Fee - as per the student's residence at the time of application.
<b>Commission Structure:</b>	30%	% of Course Fees for the duration of the course
<b>Item 4:</b>	Agency's email for notices	info@be-act.com.au fatih@be-act.com.au

<b>TKL COLLEGE PTY LTD T/A Training for Knowledge and Livelihood</b> (ABN: 97 619 537 692   RTO CODE: 45509   CRICOS PROVIDER CODE: 03770M)
<b>Sydney Campus:</b> Unit 43, Level 10, 95-99 York St Sydney NSW 2000 <b>Parramatta Campus:</b> Suite 707, Level 7, 159-175 Church St, Parramatta, NSW 2150 <b>Melbourne Campus:</b> Level 6 & 7, 20 Queen St Melbourne VIC 3000

## SCHEDULE 2

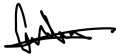
### Standard 4 of the National Code

4.1 The registered provider must enter into a written agreement with each education agent it engages to formally represent it. The agreement must specify the responsibilities of the education agent and the registered provider and the need to comply with the requirements in the National Code. The agreement must also include:

processes for monitoring the activities of the education agent, including where corrective action may be required; and termination conditions, including providing for termination in the circumstances outlined in Standard 4.4.

4.2 The registered provider must ensure that its education agents have access to up-to-date and accurate marketing information as set out in Standard 1 (Marketing information and practices).

4.3 The registered provider must not accept Students from an education agent or enter into an agreement with an education agent if it knows or reasonably suspects the education agent to be:

Signature: 

engaged in, or to have previously been engaged in, dishonest practices, including the deliberate attempt to recruit a Student where this clearly conflicts with the obligations of registered providers under Standard 7 (Transfer between registered providers);  
facilitating the enrolment of a Student who the education agent believes will not comply with the conditions of his or her Student visa;  
using Provider Registration and International Students Management System (PRISMS) to create Confirmations of Enrolment for other than bona fide a Student; or  
providing immigration advice where not authorised under the Migration Act 1958 to do so.

4.4 Where the registered provider has entered into an agreement with an education agent and subsequently becomes aware of, or reasonably suspects, the engagement by that education agent, or an employee or sub-contractor of that agent, of the conduct set out in Standard 4.3, the registered provider must terminate the agreement with the education agent. This paragraph does not apply where an individual employee or sub-contractor of the education agent was responsible for the conduct set out in Standard 4.3 and the education agent has terminated the relationship with that individual employee or sub-contractor.

4.5 The registered provider must take immediate corrective and preventative action upon the registered provider becoming aware of an education agent being negligent, careless or incompetent or being engaged in false, misleading or unethical advertising and recruitment practices, including practices that could harm the integrity of Australian education and training.

### SCHEDULE 3

*Amendment to the National Code of Practice for Providers of Education and Training to Overseas Students 2018*


4.7 Unless Standard 4.8 applies, the registered provider must not give an education agent commission to an education agent, where the education agent commission is in relation to the recruitment of an overseas student who has commenced studying in a course with another registered provider.

4.8 The registered provider is permitted to give an education agent commission to an education agent where the education agent commission is in relation to the recruitment of an overseas student:

4.8.1 who becomes an accepted student of the provider on or before 31 March 2026; or

4.8.2 for the courses delivered by the provider, as specified in the CoEs, for which the student's student visa was granted; or

4.8.3 for a course that commences after the student's completion of their principal course of study with the other registered provider.

Signature:  \_\_\_\_\_

## ADDENDUM