

GENERAL TERMS AND CONDITIONS OF SERVICE

"YOUR PERSONAL CONSULTANCY PRIVATE LIMITED"

This document sets forth the General Terms and Conditions ("Terms") under which YOUR PERSONAL CONSULTANCY PRIVATE LIMITED, a private limited company incorporated under the Companies Act, 2013, provides its services to its clients. These Terms constitute a legally binding agreement between the Company and the Client.

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In these General Terms and Conditions ("Terms"), unless the context otherwise requires, the following words and expressions shall have the meanings assigned to them below:

1.1.1 "Agreement": "Agreement" means the Service Agreement, Engagement Letter, Service Proposal, Quotation, Invoice, Work Order, these General Terms and Conditions, the Company's Privacy Policy, Data Protection Policy, Refund Policy, any schedules, annexures, appendices, declarations, authorisations, acknowledgements, amendments, modifications and any other document expressly incorporated by reference, collectively constituting the entire contractual arrangement between the Company and the Client.

1.1.2 "Applicable Laws": "Applicable Laws" means all applicable statutes, enactments, ordinances, rules, regulations, notifications, circulars, governmental orders, directions, judgments, judicial precedents, executive instructions and other legally binding requirements in force from time to time, including the laws of India and, where applicable, the immigration, visa, labour, residence and employment laws of the destination country.

1.1.3 "Applicable Data Protection Laws": "Applicable Data Protection Laws" means all applicable laws, regulations and legally binding requirements governing the collection, processing, storage, transfer, disclosure, retention and protection of Personal Data, including any amendments, replacements or successor legislation thereto.

1.1.4 "Application": "Application" means any application, petition, request, filing, submission, declaration, registration or other documentation prepared, reviewed or submitted in connection with obtaining or renewing any Visa, Work Permit, Residence Permit or any other immigration-related authorisation before a Government Authority.

1.1.5 "Application Package": "Application Package" means the complete set of forms, declarations, supporting documents, identity documents, financial records, photographs, translations, affidavits, certifications and all other materials required for submission before a Government Authority.

1.1.6 "Appointment": "Appointment" means any scheduled meeting, interview, biometric enrolment, document verification, consultation, hearing or other appointment fixed with or before any Embassy, Consulate, Government Authority, Visa Application Centre or Third Party.

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1.1.7 "Authorised Representative": "Authorised Representative" means any individual authorised in writing by the Client through a valid power of attorney, authorisation letter or other legally recognised instrument to communicate with, instruct or act on behalf of the Client.

1.1.8 "Business Day": "Business Day" means any day other than a Saturday, Sunday or public holiday on which commercial banks are ordinarily open for business in New Delhi, India.

1.1.9 "Candidate": "Candidate" means any individual seeking immigration, visa, residence permit, work permit or other Consultancy Services from the Company and shall include his or her authorised representative wherever the context so requires.

1.1.10 "Client": "Client" means any individual, company, body corporate, partnership firm, limited liability partnership, trust, society, association, institution or other legal or natural person engaging or proposing to engage the Company for Consultancy Services and shall include its successors, legal representatives and permitted assigns.

1.1.11 "Company": "Company" means YOUR PERSONAL CONSULTANCY PRIVATE LIMITED, a company incorporated under the provisions of the Companies Act, 2013, together with its successors and permitted assigns.

1.1.12 "Confidential Information": "Confidential Information" means all information, whether oral, written, electronic, visual or otherwise recorded, relating to either Party, including Personal Data, business information, financial information, immigration records, visa applications, commercial information, trade secrets, business methods, pricing information, correspondence, legal advice, proprietary documents and all other information designated as confidential or which ought reasonably to be regarded as confidential.

1.1.13 "Consultancy Services" or "Services": "Consultancy Services" means the professional immigration, visa and administrative consultancy services provided by the Company, including eligibility assessment, visa consultancy, documentation assistance, application preparation, document review, interview preparation, pre-departure guidance, application tracking, liaison with authorised Third Parties and such other ancillary services as may be agreed in writing.

For the avoidance of doubt, Consultancy Services shall not include recruitment services, employment placement, manpower supply, staffing services or labour contracting, unless the Company is separately authorised by Applicable Law and expressly agrees in writing to provide such services.

1.1.14 "Consultation": "Consultation" means any meeting, discussion, conference, video call, telephone call, online session or written advisory interaction between the Company and the Client for the purpose of providing Consultancy Services.

1.1.15 "Data": "Data" means any information, record, document, communication, file, image, audio recording, video recording or other material received, generated or processed by the Company in connection with the Consultancy Services.

1.1.16 "Data Protection Policy": "Data Protection Policy" means the Company's policy governing the collection, use, processing, storage, transfer, disclosure, retention and protection of Personal Data, as amended from time to time.

1.1.17 "Documents": "Documents" means all originals, copies, certified copies or electronic copies of passports, visas, identity documents, educational certificates, employment records,

financial records, police clearance certificates, medical reports, translations, affidavits, declarations, photographs and any other material submitted by or on behalf of the Client.

1.1.18 "Due Diligence": "Due Diligence" means the Company's internal verification and review process carried out for assessing the completeness, consistency and apparent authenticity of the information and Documents submitted by the Client.

1.1.19 "Electronic Communication": "Electronic Communication" means any communication transmitted by electronic means, including email, messaging applications, SMS, client portals, electronic document management systems or any other digital communication platform agreed between the Parties.

1.1.20 "Electronic Signature": "Electronic Signature" means any electronic signature, digital signature or other legally recognised electronic method of executing or authenticating documents having legal validity under Applicable Law.

1.2 Interpretation

Unless the context otherwise requires:

- (a) headings are inserted for convenience only and shall not affect the interpretation of these Terms;
- (b) words importing the singular shall include the plural and vice versa;
- (c) words importing one gender shall include every gender;
- (d) references to a "person" include an individual, company, partnership, limited liability partnership, trust, association, Government Authority or any other legal entity;
- (e) references to statutes include amendments, re-enactments and successor legislation;
- (f) the words "include", "includes" and "including" shall be construed as meaning "including without limitation";
- (g) references to clauses, schedules and annexures are references to clauses, schedules and annexures of these Terms unless expressly stated otherwise;
- (h) where any obligation is imposed upon more than one person, such obligation shall be joint and several;
- (i) any reference to writing includes Electronic Communication capable of being retained for future reference;
- (j) if any provision of these Terms is held to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

2. ACCEPTANCE OF TERMS

2.1. Acceptance of Terms: The Client acknowledges that these Terms constitute an integral part of every engagement between the Company and the Client and shall govern the provision of all Consultancy Services unless expressly agreed otherwise in writing.

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2.2 Acceptance by Execution: The Client shall be deemed to have accepted these Terms upon execution of any Service Agreement, Engagement Letter, Service Proposal, Quotation, Letter of Engagement, Authorization Letter or any other document incorporating these Terms.

2.3 Acceptance by Conduct: Even in the absence of a formally executed agreement, the Client shall be deemed to have accepted these Terms by requesting Consultancy Services; submitting any documents; providing instructions; attending consultations; authorising the Company to commence work; making payment; or otherwise availing the Company's Services.

2.4 Electronic Acceptance: Acceptance through email; electronic signature; website; online portal; mobile application; WhatsApp confirmation; payment gateway; electronic acknowledgement shall constitute valid acceptance.

2.5 Continuing Acceptance: Every subsequent instruction issued by the Client during the Engagement shall constitute reaffirmation of these Terms.

3. SCOPE OF SERVICES

3.1. The Company shall provide professional services in the field of immigration and visa consultancy, which shall include, inter alia:

- a) Advising and providing consultancy to the Client regarding visa applications, immigration processes, work permits, residence permits, and other related matters for various countries.
- b) Assisting in the preparation, review, compilation, and submission of documentation and applications relating to the aforesaid matters.
- c) Providing guidance concerning prevailing immigration laws, policies, and eligibility requirements.
- d) Offering ancillary support services such as application tracking, interview preparation, and pre-departure orientation.
- e) Facilitating communication with relevant authorities on behalf of the Client where permissible and necessary for the application process.

4. NATURE OF CONSULTANCY SERVICES AND BUSINESS LIMITATIONS

4.1 Nature of Consultancy Services

The Company is engaged exclusively in the business of providing professional immigration, visa and related consultancy services in accordance with its Memorandum of Association and Applicable Laws. The Company's role is limited to providing advisory, consultancy, documentation, administrative and support services in connection with immigration matters and related applications.

The Company shall exercise reasonable skill, care and professional diligence while rendering the Consultancy Services. However, the Company shall not be construed as an immigration authority, governmental body, embassy, consulate, visa issuing authority or any other public authority exercising statutory powers.

The Consultancy Services rendered by the Company are based upon the information, documents and instructions supplied by the Client and the immigration laws, regulations,

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policies and procedures prevailing at the relevant time. Any advice or opinion provided by the Company is specific to the facts disclosed by the Client and shall not be construed as a guarantee, legal opinion or assurance regarding the outcome of any immigration matter.

4.2 Consultancy Services Only

The Client expressly acknowledges and agrees that the Company acts solely as an immigration and visa consultancy and provides professional assistance in relation to immigration procedures, documentation and administrative processes.

The Company's engagement is restricted to consultancy services only and shall not be interpreted as creating any obligation to obtain a visa, residence permit, work permit, immigration status, employment opportunity or any governmental approval for the Client.

4.3 No Recruitment or Employment Services: The Client expressly acknowledges that the Company is **not** a recruitment agency; an employment agency; a manpower supply agency; a staffing agency; a labour contractor; an overseas placement agency; an employer; an authorised representative of any employer; or an organisation authorised to recruit, employ or place candidates in any jurisdiction. Accordingly, the Company neither undertakes nor represents that it will source employment, recruit personnel, place candidates with employers, negotiate employment terms or otherwise provide recruitment or placement services unless separately authorised under Applicable Law and expressly agreed in writing.

4.4 No Employment Guarantee: The Company does not guarantee that the Client will obtain employment; any employer will offer employment; any employer will continue an offer of employment; any employer will sponsor the Client; any employment offer will remain valid; any salary, remuneration or employment benefits will be received by the Client. Any employment relationship shall exist solely between the Client and the relevant employer, and the Company shall neither be a party to nor assume any responsibility arising therefrom.

4.5 No Authority Over Government Decisions: The Client acknowledges that all decisions relating to visas, work permits, residence permits, immigration status or any other governmental approval are made exclusively by the relevant Government Authority. The Company has no authority to approve, reject, expedite, delay, influence or otherwise interfere with any governmental decision. The Company shall not represent that it possesses any special influence, relationship or authority with any Embassy, Consulate, Visa Application Centre or Government Authority.

4.6 No Guarantee of Outcome: The Company shall not guarantee visa approval; residence permit approval; work permit approval; immigration approval; permanent residence; citizenship; extension or renewal of any immigration status; processing timelines; interview waiver; exemption from documentary requirements; favourable exercise of governmental discretion. Any opinion expressed by the Company regarding the prospects of success shall constitute a professional assessment only and shall not amount to a contractual warranty or guarantee.

4.7 Reliance Upon Client Information: The Consultancy Services are provided solely on the basis of the information and Documents furnished by the Client. Unless expressly agreed otherwise in writing, the Company shall not be responsible for independently investigating, verifying or certifying the authenticity, legality or correctness of any information or Documents

supplied by the Client. The Client acknowledges that any inaccurate, incomplete or misleading information may materially affect the Services and the outcome of any Application.

4.8 Independent Professional Judgment: In providing the Consultancy Services, the Company shall exercise its independent professional judgment. The Company reserves the right to decline instructions, recommend alternative courses of action or refuse to proceed with any matter where, in its reasonable opinion:

- (a) the proposed course of action is unlawful;
- (b) the Client has supplied false or misleading information;
- (c) the Documents appear to be fraudulent or unreliable;
- (d) proceeding further may expose the Company to legal, regulatory or reputational risk.

4.9 Business Limitations: The Client acknowledges that the Company does not provide legal representation before courts or tribunals; immigration litigation services; financial advice; investment advice; taxation advice; accounting services; employment contract negotiation; payroll services; relocation management services unless expressly agreed; any other professional service falling outside the agreed Scope of Services. Where the Client requires specialised professional advice beyond the Company's scope of engagement, the Company may recommend that the Client seek independent advice from an appropriately qualified professional.

4.10 No Fiduciary Relationship: The Client acknowledges and agrees that the relationship between the Company and the Client is solely that of an independent professional consultancy service provider and its client. Nothing contained in the Agreement or these Terms shall be construed or interpreted as creating any fiduciary relationship, partnership, joint venture, agency, employment, franchise, representative, trustee-beneficiary, principal-agent or similar relationship between the Company and the Client.

The Company shall act independently while providing the Consultancy Services and shall not owe any fiduciary duties beyond those expressly undertaken under the Agreement or imposed by Applicable Law. The Client further acknowledges that the Company is engaged solely to provide professional consultancy, advisory and administrative assistance in connection with immigration and visa matters and shall not be responsible for taking commercial, financial, employment, legal or personal decisions on behalf of the Client. Any decision regarding the submission, continuation, withdrawal or modification of an Application shall remain solely with the Client unless otherwise expressly authorised in writing. Nothing contained in these Terms shall be construed as authorising the Company to bind the Client to any contract, incur any liability on behalf of the Client, make representations to any Third Party beyond the scope of the agreed Services, or otherwise act as the Client's legal or authorised representative except to the extent expressly authorised in writing.

The Client shall remain solely responsible for all decisions taken on the basis of the Consultancy Services provided by the Company and acknowledges that the Company's role is limited to providing professional guidance and administrative assistance.

4.11 No Exclusive Engagement: Unless expressly agreed otherwise in writing, the Company shall remain free to provide consultancy services to other clients, including clients having

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similar immigration objectives or applications, provided that the Company maintains the confidentiality of the Client's Confidential Information and complies with its obligations under the Agreement. Similarly, the Client shall remain free to seek independent professional advice or consultancy services from any other person or entity at any time. However, the Company shall not be responsible for any consequences arising from conflicting advice, instructions or actions taken by the Client based upon advice received from any third party. The engagement of the Company shall not create any exclusive relationship between the Parties, nor shall it prevent either Party from entering into similar arrangements with other persons, subject to the terms of the Agreement.

4.12 No Authority to Bind the Company: No employee, consultant, representative, agent or intermediary of the Company shall have the authority to make any promise, assurance, representation or commitment inconsistent with these Terms unless the same is expressly approved in writing by a duly authorised officer or director of the Company. The Client acknowledges that any verbal assurance, unofficial communication or informal opinion expressed by any employee, consultant or representative of the Company shall not constitute a contractual commitment or legally binding obligation upon the Company unless incorporated into a written agreement executed by the Parties. The Client further agrees that no representation regarding visa approval, employment opportunities, immigration outcomes, processing timelines or governmental decisions shall be relied upon unless expressly stated in writing by the Company as part of the agreed Consultancy Services.

5. CLIENT ELIGIBILITY, ONBOARDING AND KYC REQUIREMENTS

5.1 Legal Capacity: The Client represents and warrants that they possess full legal capacity, authority and competence to enter into the Agreement and to engage the Company for the Services.

5.2 Identity Verification: The Client shall provide valid proof of identity, address and such other information as may reasonably be required by the Company to establish the Client's identity.

5.3 KYC Compliance: The Company may conduct Know Your Customer ("KYC") verification before or during the Engagement. The Client shall fully cooperate with such verification. Failure to complete KYC may result in suspension or termination.

5.4 Source of Information: The Company may request supporting documents whenever considered necessary.

5.5 Compliance Screening: The Company reserves the right to conduct compliance screening, including sanctions screening, politically exposed person (PEP) screening and other compliance checks as required by law or internal compliance policies.

5.6 Right to Reject Engagement: The Company may refuse to accept any Engagement where: documents appear fraudulent; information is misleading; the proposed Engagement is unlawful; the Client refuses KYC; the Company believes continuing may expose it to legal, regulatory or reputational risk.

5.7 Continuing Eligibility: The Client shall immediately inform the Company if during the Engagement there is any material change relating to nationality; passport; visa history;

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immigration status; criminal proceedings; financial status; sanctions; bankruptcy; address; contact details; or any other matter affecting eligibility.

5.8 Company Not Responsible for Eligibility: The Company may conduct preliminary eligibility assessments based upon the information provided by the Client. However, such assessment shall not constitute any representation, warranty or guarantee that the Client satisfies the eligibility requirements prescribed by any Government Authority. The final determination of eligibility shall always remain with the relevant authority.

6. CLIENT REPRESENTATIONS, WARRANTIES AND UNDERTAKINGS

6.1 Capacity and Authority: The Client represents that they have full legal capacity and authority to enter into the Agreement.

6.2 Accuracy of Information: The Client represents that all information provided is true, complete, accurate and not misleading.

6.3 Authenticity of Documents: The Client warrants that every document submitted is genuine, valid, authentic and lawfully obtained.

6.4 Continuing Accuracy: The Client undertakes that all information shall remain accurate throughout the Engagement and shall immediately notify the Company of any changes.

6.5 Disclosure of Material Facts: The Client represents that no material information has been concealed, including previous visa refusals; deportation; removal orders; overstays; criminal proceedings; convictions; immigration violations; pending investigations; medical conditions where legally required; financial insolvency.

6.6 No Fraudulent Documents: The Client warrants that they shall never submit: forged documents; altered documents; fabricated documents; counterfeit documents; misleading translations; false declarations.

6.7 Lawful Purpose: The Client represents that the Consultancy Services are sought only for lawful purposes.

6.8 Compliance with Immigration Laws: The Client undertakes to comply with Indian law; destination country immigration laws; embassy requirements; government directions.

6.9 Independent Decisions: The Client acknowledges that all final decisions remain theirs and that the Company merely provides consultancy.

6.10 Reliance by Company: The Client acknowledges that the Company shall rely upon the information supplied by the Client and shall not ordinarily be required to independently verify its correctness.

6.11 Consequences of Misrepresentation: Any false statement, concealment, forged document or misleading information shall constitute a material breach of the Agreement and shall entitle the Company to suspend Services; terminate the Agreement; refuse submission of the Application; retain Professional Fees to the extent permitted under the Agreement; report the matter where required by Applicable Law.

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6.12 Survival: The Client's representations, warranties and undertakings shall survive the completion or termination of the Engagement to the extent necessary for enforcing the rights and obligations of the Parties.

6.13 Acknowledgement of Risk: The Client acknowledges that immigration laws, visa policies, governmental procedures and documentary requirements may change at any time and accepts that such changes are beyond the Company's control. The Client further acknowledges that the Company's advice is based on the information available at the relevant time and does not constitute a guarantee of any outcome.

7. CLIENT OBLIGATIONS AND RESPONSIBILITIES

7.1 General Duty to Cooperate: The Client shall cooperate fully with the Company and shall provide all information, instructions, approvals and assistance reasonably required for the proper performance of the Services.

7.2 Timely Submission of Information and Documents: The Client shall submit all required documents, information and supporting records within the timelines specified by the Company.

7.3 Accuracy and Completeness: The Client shall ensure that every document and every piece of information submitted remains true, accurate, complete and up-to-date throughout the Engagement.

7.4 Duty to Notify Changes: The Client shall immediately notify the Company of any material change, including but not limited to passport renewal; change of nationality; change in marital status; birth of a child; change of residential address; change of employment; change of financial circumstances; criminal proceedings; visa refusals; immigration investigations; or any other matter that may affect the Application.

7.5 Attendance at Appointments: The Client shall attend all consultations, embassy appointments, visa interviews, biometric appointments, medical examinations or other meetings as required by the relevant Government Authority or by the Company.

7.6 Review of Documents: The Client shall carefully review all application forms, declarations, submissions and supporting documents prepared by the Company prior to their submission and shall promptly notify the Company of any error, omission or discrepancy

7.7 Compliance with Instructions: The Client shall comply with all lawful instructions, documentary requirements and procedural guidance issued by the Company in connection with the Services.

7.8 Payment Obligations: The Client shall pay all Professional Fees, Government Fees, Embassy Fees and Third-Party Charges in accordance with the Agreement.

7.9 Compliance with Applicable Laws: The Client shall comply with all Applicable Laws, immigration regulations, visa requirements and governmental directions relevant to the Services.

7.10 Confidentiality of Login Credentials: Where the Company provides access to any online portal or digital platform, the Client shall be responsible for maintaining the confidentiality and security of all usernames, passwords and access credentials.

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7.11 Prohibition on Unauthorised Communications: The Client shall not communicate directly with any Government Authority, Embassy, Consulate or Third Party regarding matters being handled by the Company where such communication is likely to prejudice or interfere with the Services, unless required by law or expressly authorised by the Company.

7.12 No Misuse of Services: The Client shall not use the Company's Services for any unlawful, fraudulent, deceptive or unethical purpose.

7.13 Duty to Mitigate Delays: The Client shall use reasonable efforts to avoid delays by responding promptly to requests made by the Company and by attending appointments within the prescribed time.

7.14 Consequences of Non-Compliance: The Client acknowledges that any failure to comply with the obligations set out in this Clause may result in delay in the provision of Services; suspension of the Engagement; additional Professional Fees; rejection or delay of the Application by the relevant Government Authority; or termination of the Agreement in accordance with these Terms.

8. COMPANY'S RIGHTS AND OBLIGATIONS

8.1 Company's Standard of Care: The Company shall exercise reasonable skill, care, diligence and professional judgment while providing the Consultancy Services.

8.2 Scope of Responsibility: The Company shall perform only those Services expressly agreed in writing and shall not be responsible for matters falling outside the agreed scope of engagement.

8.3 Right to Request Information: The Company may request any additional information, clarification or supporting documents which it considers necessary for providing the Services.

8.4 Right to Verify Documents: The Company may conduct preliminary verification or due diligence of the documents submitted by the Client. Such verification shall not constitute certification of authenticity.

8.5 Right to Refuse Fraudulent Matters: The Company may immediately refuse to continue the Engagement where forged documents are submitted; false information is provided; unlawful activities are suspected; the Client attempts to mislead the Company or any Government Authority.

8.6 Right to Suspend Services: The Company may suspend Services where Professional Fees remain unpaid; KYC is incomplete; additional documents are pending; legal compliance is not satisfied; the Client breaches the Agreement.

8.7 Right to Terminate: The Company may terminate the Engagement in accordance with Clause 21 without prejudice to any other rights available under the Agreement.

Right to Engage Third Parties: The Company may appoint translators, interpreters, notaries, courier agencies, document specialists, professional advisers and subcontractors where reasonably necessary for providing the Services.

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8.9 Company's Duty of Confidentiality: The Company shall use reasonable efforts to protect the Client's Confidential Information in accordance with the Agreement and Applicable Data Protection Laws.

8.10 Company's Duty of Professional Conduct: The Company shall provide Services honestly, professionally and in accordance with generally accepted industry standards.

8.11 No Duty to Independently Verify Client Information: Unless expressly agreed in writing, the Company shall not be under any obligation to independently investigate or verify the truthfulness or legality of information supplied by the Client.

8.12 Right to Decline Certain Instructions: The Company may decline any instruction which is unlawful; violates professional ethics; exposes the Company to regulatory risk; may damage the Company's reputation; conflicts with Applicable Laws.

8.13 Changes in Law: Where Applicable Laws, immigration rules or governmental procedures change after commencement of the Engagement, the Company may modify its advice or the manner of providing the Services.

8.14 Limitation of Professional Responsibility: The Company's professional responsibility shall extend only to the Consultancy Services expressly undertaken under the Agreement and shall not extend to any independent actions taken by the Client or any Third Party.

8.15 No Duty to Monitor: After an Application has been submitted, the Company shall not be under a continuing obligation to monitor changes in immigration laws, government policies, employer requirements or other developments affecting the Client unless the Parties have expressly agreed in writing that the Company will provide ongoing monitoring or post-submission advisory services.

8.16 Right to Amend Procedures: The Company may modify its internal procedures, document requirements, communication methods or workflow whenever necessary to comply with Applicable Laws, Government Authority requirements or operational needs.

9. FEES, CHARGES AND PAYMENT TERMS

9.1. Professional Fees: The Client shall pay the Professional Fees for the Consultancy Services in accordance with the applicable Service Agreement, Engagement Letter, Service Proposal, Invoice or any other written fee arrangement agreed between the Parties. Unless otherwise expressly agreed in writing, all Professional Fees shall be payable in advance and shall be deemed earned progressively upon the Company commencing the provision of the Consultancy Services.

9.2. Government Fees, Embassy Fees and Third-Party Charges: Unless expressly agreed otherwise in writing, all Government Fees, Embassy Fees, Visa Application Centre charges, courier charges, translation charges, notarisation charges, legalisation or apostille charges, medical examination fees, police clearance certificate charges, language testing fees, educational credential assessment charges and any other Third-Party Charges shall be borne solely by the Client.

Such amounts are payable in addition to the Professional Fees and shall not constitute income of the Company.

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The Company shall not be responsible for any revision or increase in such charges by the relevant authority or Third Party.

9.3 Taxes: All Professional Fees are exclusive of Goods and Services Tax (GST) and any other applicable taxes, duties, levies or governmental charges unless expressly stated otherwise.

The Client shall be responsible for payment of all applicable taxes in accordance with Applicable Laws.

9.4. Payment Schedule: The payment schedule shall be as specified in the applicable Service Agreement or Invoice.

Unless otherwise agreed, the Company shall not be obliged to commence or continue the Consultancy Services until the applicable Professional Fees have been received.

9.5. Additional Services: Where the Client requests any service outside the agreed Scope of Services, including additional consultations, preparation of further applications, additional documentation, appeals, reviews, re-filings, translations, urgent processing or any other supplementary work, such services shall constitute Additional Services and shall be subject to separate Professional Fees to be mutually agreed in writing.

9.6 Changes in Scope: Where the Scope of Services changes due to:

- (a) revised instructions from the Client;
- (b) changes in Applicable Laws;
- (c) additional documentation requirements imposed by a Government Authority;
- (d) additional compliance requirements;
- (e) change of destination country; or
- (f) any other circumstance resulting in additional work,

the Company reserves the right to revise its Professional Fees after notifying the Client.

9.7 Mode of Payment: All payments shall be made only through the payment methods notified by the Company from time to time. The Company shall not be liable for any payment made by the Client to any unauthorised person, representative or bank account not officially designated by the Company.

9.8 Late Payment: If the Client fails to make payment on or before the due date, the Company may, without prejudice to any other rights available under the Agreement or Applicable Law:

- (a) suspend the Consultancy Services;
- (b) withhold further work;
- (c) postpone submission of any Application;
- (d) charge interest on the overdue amount at the rate specified in the applicable Service Agreement or Invoice;
- (e) recover all reasonable costs incurred in recovering the outstanding amounts.

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9.9 Outstanding Amounts: The Company may withhold the delivery of reports, applications, documentation or other work product until all outstanding Professional Fees and other amounts payable by the Client have been paid in full.

9.10 No Set-Off: The Client shall not withhold, deduct or set off any amount payable to the Company unless such deduction is required by Applicable Law.

9.11 No Waiver: Acceptance of any delayed or partial payment by the Company shall not constitute a waiver of its right to recover the remaining outstanding amounts.

9.12 Refunds: Any refund of Professional Fees shall be governed exclusively by Clause 10 (Refund, Cancellation and Rescheduling Policy), and no refund shall be payable except in accordance with the terms set out therein.

10. REFUND, CANCELLATION AND RESCHEDULING POLICY

10.1 General Refund Policy: The Client acknowledges and agrees that the Professional Fees charged by the Company are payable for the professional time, expertise, advisory services, administrative assistance and Consultancy Services rendered by the Company, and are not contingent upon the approval of any Visa, Work Permit, Residence Permit or any other immigration-related application.

10.2 Nature of Professional Fees: Unless expressly agreed otherwise in writing, the Professional Fees shall become earned progressively upon the commencement and performance of the Consultancy Services. The Company shall be entitled to retain the Professional Fees corresponding to the Services already rendered, irrespective of the outcome of the Client's Application.

10.3 Non-Refundable Charges: Unless expressly agreed otherwise in writing, the following amounts shall be non-refundable:

- (a) Consultation Fees;
- (b) Professional Fees for Services already rendered;
- (c) Government Fees;
- (d) Embassy or Consular Fees;
- (e) Visa Application Centre charges;
- (f) courier charges;
- (g) translation, interpretation, notarisation, legalisation and apostille charges;
- (h) medical examination fees;
- (i) biometric enrolment fees;
- (j) police clearance certificate charges;
- (k) educational credential assessment fees;
- (l) language testing fees; and
- (m) all other Third-Party Charges incurred in connection with the Services.

10.4 Circumstances Where No Refund Shall Be Payable: The Client acknowledges that no refund of Professional Fees shall ordinarily be payable where:

- (a) the Application is refused or rejected by a Government Authority;
- (b) the Client withdraws the Application or terminates the Engagement after the Company has commenced providing the Consultancy Services;
- (c) the Client fails to provide the required information or Documents within the prescribed timelines;
- (d) the Client provides false, inaccurate, incomplete or misleading information or Documents;
- (e) the Client fails to attend interviews, biometric appointments, medical examinations or other mandatory appointments;
- (f) an employer withdraws or modifies an offer of employment;
- (g) Applicable Laws, immigration policies or governmental procedures change after commencement of the Engagement;
- (h) delays occur due to any Government Authority, Embassy, Consulate, Visa Application Centre or Third Party;
- (i) the Agreement is terminated due to the Client's breach; or
- (j) the Engagement is affected by a Force Majeure Event.

10.5 Partial Refunds: Where the Company has not substantially commenced the Consultancy Services, or where the Parties expressly agree in writing, the Company may refund the unearned portion of the Professional Fees after deducting:

- (a) the value of Services already rendered;
- (b) administrative expenses;
- (c) Third-Party Charges already incurred;
- (d) applicable taxes; and
- (e) any other amounts lawfully payable by the Client.

10.6 Cancellation by the Client: The Client may cancel the Engagement by providing written notice to the Company. Cancellation shall become effective only upon acknowledgement by the Company. The Client shall remain liable for all Professional Fees, Third-Party Charges and expenses incurred up to the effective date of cancellation.

10.7 Cancellation by the Company: The Company may cancel or terminate the Engagement immediately where:

- (a) the Client commits a material breach of the Agreement;
- (b) Professional Fees remain unpaid;
- (c) the Client provides false or misleading information;
- (d) fraudulent or forged Documents are submitted;

- (e) continuation of the Engagement would violate Applicable Laws; or
- (f) the Client fails to cooperate in the provision of the Consultancy Services.

Cancellation under this Clause shall not prejudice the Company's right to recover any outstanding Professional Fees or other lawful dues.

10.8 Abandoned Engagements: Where the Client fails to respond to communications, provide required Documents or otherwise actively participate in the Engagement for a continuous period of ninety (90) days, or such other period as may be specified by the Company in writing, the Company may treat the Engagement as abandoned and close the Client's file without further notice. Professional Fees earned up to that date shall not be refundable.

10.9 Rescheduling: The Company shall use reasonable efforts to accommodate requests for rescheduling consultations, interviews or other appointments. However, where rescheduling results in additional work or Third-Party Charges, the Client shall be responsible for such additional costs. Rescheduling shall always remain subject to the availability of the relevant Government Authority, Embassy, Consulate, Visa Application Centre or Third Party.

10.10 Refund Procedure: Any request for refund shall:

- (a) be made in writing;
- (b) contain the reasons supporting the request;
- (c) include any supporting documentation reasonably required by the Company.

Where the Company determines that a refund is payable under the Agreement, such refund shall ordinarily be processed through the original mode of payment or through such other lawful mode as may be agreed between the Parties.

10.11 No Interest on Refunds: No interest shall accrue or be payable on any approved refund unless otherwise required under Applicable Law or expressly agreed in writing.

10.12 Right of Set-Off: The Company may deduct from any refundable amount:

- (a) unpaid Professional Fees;
- (b) applicable taxes;
- (c) Third-Party Charges;
- (d) administrative expenses; and
- (e) any other amount lawfully due from the Client.

10.13 Survival: The provisions of this Clause shall survive the completion, cancellation or termination of the Agreement to the extent necessary for determining and settling the financial rights and obligations of the Parties.

10.14 Goodwill Refunds: Notwithstanding anything contained in these Terms, the Company may, at its sole and absolute discretion, grant an ex-gratia or goodwill refund in appropriate circumstances. Any such refund shall be made purely as a matter of commercial goodwill and shall not constitute an admission of liability, negligence, breach of contract, deficiency in

service or any other wrongdoing. No goodwill refund shall create any precedent or entitlement for any future refund.

10.15 Chargebacks and Payment Disputes: The Client shall not initiate any chargeback, payment reversal or payment dispute with any bank, credit card issuer, payment gateway or financial institution without first notifying the Company in writing and providing the Company with a reasonable opportunity to resolve the matter amicably. Where a chargeback or payment reversal is initiated in relation to amounts lawfully payable under the Agreement, the Company reserves the right to suspend the Consultancy Services, recover all outstanding amounts, together with any bank charges, payment gateway charges, administrative costs and reasonable legal expenses incurred in connection therewith.

11. VISA APPLICATIONS, GOVERNMENT DECISIONS AND NO GUARANTEE

11.1 Government Discretion: The Client acknowledges and agrees that all decisions relating to the grant, refusal, cancellation, suspension, extension or renewal of any Visa, Work Permit, Residence Permit, Permanent Residence, Citizenship or any other immigration status are made solely by the relevant Government Authority in accordance with the Applicable Laws and policies of the concerned jurisdiction. The Company has no authority, control or influence over such decisions.

11.2 No Visa Guarantee: The Company does not represent, warrant or guarantee that any Visa Application submitted by or on behalf of the Client shall be approved. The Client acknowledges that the grant or refusal of any Visa is entirely at the discretion of the relevant Government Authority.

11.3 No Work Permit Guarantee: The Company does not guarantee that the Client will obtain a Work Permit or any authorisation permitting employment in any country. Any decision regarding the issuance, refusal, suspension or cancellation of a Work Permit rests exclusively with the competent Government Authority.

11.4 No Residence Permit, Permanent Residence or Citizenship Guarantee: The Company does not guarantee that the Client will obtain a Residence Permit, Permanent Residence, Citizenship, long-term residency status or any other immigration benefit. The Company further does not guarantee the renewal, extension or continuation of any immigration status previously granted.

11.5 No Employment or Employer Sponsorship Guarantee: The Company does not guarantee that the Client will obtain employment, any employment offer shall remain valid, any employer shall sponsor the Client, any employer shall continue or renew its sponsorship, that any employment relationship shall commence or continue or any salary, remuneration, benefits or working conditions. Any employment relationship shall exist solely between the Client and the employer concerned.

11.6 No Guarantee of Processing Time: Any estimate provided by the Company regarding processing timelines is indicative only and is based upon publicly available information, previous experience or information received from Government Authorities. The Company does not warrant or guarantee that any Application shall be processed within any particular period.

11.7 No Influence Over Government Authorities: The Client acknowledges that the Company:

Rohit Kaul
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by Rohit Kaul
Date:
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- (a) is not an Embassy, Consulate or Government Authority;
- (b) has no special relationship with any Government Authority;
- (c) cannot influence, expedite or delay any governmental decision;
- (d) does not possess any preferential access to immigration authorities; and
- (e) shall not make or imply any representation to the contrary.

11.8 Government Policy and Legislative Changes: The Client acknowledges that immigration laws, governmental policies, documentary requirements, eligibility criteria and administrative procedures may change at any time without prior notice.

The Company shall not be liable for any consequences arising from such changes, including additional documentation, revised eligibility criteria, increased Government Fees, procedural delays or refusal of an Application.

11.9 Previous Immigration History: The Client acknowledges that previous visa refusals, overstays, deportations, removals, immigration violations, criminal proceedings, adverse immigration records or any other historical facts relating to the Client may materially affect the outcome of any Application. The Company shall not be liable for any adverse decision arising from such matters.

11.10 Independent Decision of the Client: The Client acknowledges that all decisions relating to the submission, continuation, withdrawal, modification or abandonment of any Application shall remain solely with the Client. The Company provides professional consultancy and administrative assistance only and shall not be responsible for any decision taken by the Client.

11.11 Third-Party Decisions: The Company shall not be responsible for any act, omission, delay, refusal or decision of Government Authorities, Embassies, Consulates, Visa Application Centres, employers, educational institutions, medical examination centres, language testing organisations, courier agencies, notaries, translators, document verification agencies or any other Third Party involved in the immigration process.

11.12 Advice Based Upon Available Information: All advice, opinions, eligibility assessments and recommendations provided by the Company are based upon the information and Documents supplied by the Client, Applicable Laws, governmental policies, publicly available information; and administrative practices prevailing on the date such advice is given.

The Company shall not be responsible where any such information subsequently changes.

11.13 No Warranty or Representation: Except as expressly stated in the Agreement, the Company makes no representation or warranty, whether express or implied, regarding the likelihood of success of any Application; eligibility under immigration laws; processing timelines; employer decisions; Government decisions; future immigration policy; or any other immigration outcome.

11.14 Client Acknowledgement of Risk: The Client expressly acknowledges that immigration and visa processes involve the exercise of governmental discretion and are subject to continuously evolving laws, regulations, policies and administrative practices. Accordingly, the Client accepts that engaging the Company does not increase or guarantee the likelihood of

obtaining any immigration benefit, and that the Professional Fees payable under the Agreement are consideration for the Consultancy Services rendered by the Company and not for any particular outcome.

11.15 Survival: The provisions of this Clause shall survive the completion, cancellation or termination of the Agreement and shall continue to apply in respect of any claim arising from or relating to the Consultancy Services provided by the Company.

12. THIRD-PARTY SERVICE PROVIDERS

12.1. The Company shall not be liable for any payments made by the Client to any Third-Party, whether or not such payment was facilitated by the Company. This includes, but is not limited to, government application fees, medical examination fees, language test fees, or educational credential assessment fees.

12.2. The Company reserves the right to engage Third-Party service providers, consultants, or agents ("Subcontractors") to assist in the provision of the Services. The Company shall remain responsible for the acts and omissions of its Subcontractors to the same extent as if such acts or omissions were those of the Company.

12.3. The Client hereby consents to the Company's use of Subcontractors for the efficient and effective delivery of the Services.

12.4. The Company shall not be liable for the acts, omissions, negligence, delays or decisions of any Third-Party service provider unless directly caused by the Company's own wilful misconduct or gross negligence.

13. DOCUMENTS, VERIFICATION AND RECORD RETENTION

13.1. The Client is solely responsible for the authenticity, accuracy, and completeness of all documents submitted to the Company. The Company shall not be responsible for independently verifying the accuracy of the information provided by the Client.

13.2. The Company reserves the right to request original documents for verification purposes and may decline to proceed with services if there are doubts regarding the authenticity or integrity of the documents provided.

13.3. The Company shall retain copies of Client documents and records pertaining to the Services for a period as required by applicable laws and its internal policies. After this period, such records may be securely disposed of. Clients are advised to retain their own copies of all submitted documents.

13.4. The Company may digitise, electronically archive and securely store the Client's Documents in accordance with its internal record retention policies and Applicable Data Protection Laws.

14. CONFIDENTIALITY

14.1. Both parties agree to maintain the confidentiality of all Confidential Information received from the other party and shall not disclose it to any Third-Party without the prior written consent of the disclosing party, except as required by law or for the purpose of performing their obligations under the Agreement.

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Rohit Kaul
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14.2. This obligation of confidentiality shall survive the termination or expiration of the Agreement. The parties shall take all reasonable steps to ensure that their employees, agents, and subcontractors also comply with this confidentiality obligation.

15. DATA PROTECTION AND PRIVACY

15.1. The Company shall implement reasonable technical and organisational measures to protect the Client's Confidential Information, including personal data, against unauthorised access, disclosure, alteration, or destruction, in accordance with applicable data protection laws.

15.2. The Client acknowledges and agrees that the Company may be required to share Confidential Information, including personal data, with government authorities, embassies, or other Third-Parties as necessary for the provision of the Services and processing of the Client's application. By accepting these Terms, the Client explicitly consents to such disclosure.

15.3. The Company's Privacy Policy, available on its website at ypconsultancy.com, provides further details on how Client data is collected, processed, and protected.

16. INTELLECTUAL PROPERTY RIGHTS

16.1. All intellectual property rights in any materials, reports, advice, templates, methodologies, or documentation developed or provided by the Company in the course of rendering the Services shall remain the exclusive property of the Company.

16.2. The Client is granted a non-exclusive, non-transferable, revocable license to use such materials solely for their personal application process and internal purposes related to the Services. Any unauthorised reproduction, distribution, modification, or commercial use of the Company's intellectual property is strictly prohibited and may lead to legal action.

17. ELECTRONIC COMMUNICATIONS AND ELECTRONIC SIGNATURES

17.1. The Client agrees that all communications, disclosures, and notices provided by the Company electronically satisfy any legal requirement that such communications be in writing.

17.2. The Client consents to the use of electronic signatures, including but not limited to scanned signatures or digital signatures, in connection with this Agreement and any related documents. An electronic signature shall have the same legal validity and enforceability as a handwritten signature.

17.3. The Client is responsible for ensuring the security of their electronic communication channels and for promptly notifying the Company of any unauthorised access or compromise.

18. LIMITATION OF LIABILITY

18.1. The total aggregate liability of the Company, its directors, employees, and agents, arising out of or in connection with the Agreement and the provision of Services, whether in contract, tort (including negligence), or otherwise, shall in no event exceed the total professional Fees paid by the Client to the Company under the specific Agreement to which the claim relates.

18.2. The Company shall not be liable for any indirect, consequential, special, incidental, exemplary, or punitive damages, including but not limited to loss of profits, loss of opportunity,

loss of business, loss of data, or loss of reputation, suffered by the Client, even if advised of the possibility of such damages.

18.3. The Company shall not be liable for any loss or damage arising from the Client's failure to provide true, accurate, and complete information, or from any fraudulent act, misrepresentation, or omission by the Client.

18.4. The liability of the Company is strictly limited to the scope of Services defined in the Agreement. The Company shall bear no liability for the actions, omissions, or decisions of any Third-Party, including but not limited to government authorities, couriers, or other service providers.

19. INDEMNITY

19.1. The Client shall indemnify, defend, and hold harmless the Company, its directors, officers, employees, and agents from and against any and all claims, liabilities, losses, damages, costs, and expenses (including reasonable legal fees) arising out of or in connection with:

- a) Any breach by the Client of these Terms or the Agreement.
- b) Any false, inaccurate, incomplete, or misleading information or documentation provided by the Client.
- c) Any act or omission of the Client that results in a violation of any applicable law or regulation.
- d) Any claim by a Third-Party arising from the Client's actions or omissions related to the Services.
- e) Any penalties, fines, or adverse actions imposed by immigration authorities due to the Client's non-compliance or misrepresentation.

20. SUSPENSION OF SERVICES

20.1. The Company reserves the right to suspend the provision of Services with immediate effect, without prejudice to any other rights or remedies it may have, if:

- a) The Client fails to make any payment of Fees when due.
- b) The Client breaches any material term of this Agreement and fails to remedy such breach within a reasonable period after receiving notice.
- c) The Client provides false, misleading, or incomplete information or documents.
- d) The Client engages in any conduct that, in the Company's reasonable opinion, is detrimental to the Company's reputation, ethical standards, or ability to provide services.
- e) There are changes in law or policy that make the provision of services impractical or illegal.

20.2. During any period of suspension, the Company shall not be obliged to perform any Services, and any timelines for completion of Services shall be extended accordingly.

21. TERMINATION

**Rohit
Kaul**
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by Rohit Kaul
Date:
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Vijay Block, East Delhi,
Delhi-110095, India

21.1. This Agreement shall commence on the date of its execution or acceptance and shall continue until the completion of the Services, unless terminated earlier in accordance with this clause.

21.2. **Termination by Company:** The Company may terminate the Agreement with immediate effect by written notice if the Client:

- a) Breaches any material term of the Agreement and fails to remedy such breach within fifteen (15) days of receiving notice.
- b) Provides false, misleading, or fraudulent information or documentation.
- c) Fails to pay the Fees on the due date.
- d) Engages in any conduct that, in the Company's reasonable opinion, is detrimental to the Company's reputation or ability to provide Services.
- e) Becomes insolvent, files for bankruptcy, or enters into any similar insolvency proceedings.

21.3. **Termination by Client:** The Client may terminate the Agreement by providing thirty (30) days' written notice to the Company. In such an event, the Client shall be liable to pay for all Services rendered and costs incurred by the Company up to the effective date of termination. No refund of Fees already paid shall be permissible.

21.4. **Consequences of Termination:** Upon termination, the Client shall immediately pay all outstanding Fees and expenses to the Company. The Company shall cease providing Services, and its obligations under this Agreement shall cease, except for those clauses that expressly survive termination.

21.5. Termination shall not affect any rights, obligations or liabilities accrued prior to termination.

22. FORCE MAJEURE

22.1. Neither party shall be liable for any failure or delay in performing its obligations under the Agreement if such failure or delay is due to a Force Majeure Event, including but not limited to an act of God, war, civil unrest, governmental action, pandemic, epidemic, lockdown, natural disaster, fire, flood, explosion, labour dispute, or any other event beyond the reasonable control of the party, provided that the affected party promptly notifies the other party of the occurrence of such event and uses reasonable efforts to mitigate its effects.

22.2. If Force Majeure continues beyond 90 consecutive days, either Party may terminate the Agreement by written notice.

23. COMPLIANCE WITH APPLICABLE LAWS

23.1. Both parties shall conduct themselves with the highest ethical standards and in full compliance with all applicable laws, regulations, and governmental orders of India and any other relevant jurisdiction.

23.2. The Company operates strictly within the legal framework governing immigration consultancy services and expects the Client to adhere to all legal requirements throughout the engagement.

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Delhi-110095, India

24. ANTI-FRAUD, ANTI-BRIBERY AND SANCTIONS COMPLIANCE

24.1. The Client warrants that no illegal or unethical means, including but not limited to bribery, corruption, or fraudulent practices, have been or will be employed to obtain any advantage in connection with their application or the Services.

24.2. Both parties shall comply with all applicable anti-bribery and anti-corruption laws, including the Prevention of Corruption Act, 1988, and any international anti-bribery conventions.

24.3. The Client further warrants that they are not subject to any economic or trade sanctions, embargoes, or restrictive measures imposed by any government or international authority, and that the funds used for payment of Fees are not derived from illegal activities. The Company reserves the right to report any suspicious activity to the relevant authorities.

25. GOVERNING LAW AND DISPUTE RESOLUTION

25.1. This Agreement and these Terms shall be governed by and construed in accordance with the laws of India.

25.2. Any dispute, controversy, or claim arising out of or relating to this Agreement, including its existence, validity, interpretation, performance, breach, or termination, shall be referred to and finally resolved by arbitration in accordance with the Arbitration and Conciliation Act, 1996, or any statutory modification thereof.

25.3. The seat and venue of arbitration shall be New Delhi, India. The language of the arbitration shall be English. The arbitral tribunal shall consist of a sole arbitrator appointed mutually by the parties. The arbitral award shall be final and binding on the parties.

25.4. Subject to the arbitration clause above, the courts in New Delhi, India, shall have exclusive jurisdiction to entertain any suit or proceeding arising out of this Agreement.

26. GENERAL DISCLAIMERS

26.1. The Company does not guarantee the accuracy, completeness, or timeliness of information provided by Third-Party sources, including government websites or publications. While the Company strives to provide up-to-date information, laws and policies can change without prior notice.

26.2. The Company is not responsible for any actions taken by the Client based on general information or advice not specifically tailored to their individual case and provided within the scope of the Agreement.

26.3. The Company disclaims all liability for any loss or damage arising from the Client's failure to follow instructions, adhere to deadlines, or provide accurate and complete information.

26.4. The Company does not endorse or recommend any specific Third-Party service providers (e.g., travel agents, recruiters, educational institutions) unless explicitly stated in the Agreement. Any engagement with such Third-Parties is at the Client's sole discretion and risk.

27. MISCELLANEOUS PROVISIONS

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Rohit Kaul
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Office No.102, 52A, First Floor,
Vijay Block, East Delhi,
Delhi-110095, India

27.1. Notices: Any notice required or permitted to be given under these Terms shall be in writing and sent to the registered office of the Company or the address of the Client as provided in the Agreement, by registered post, courier, or email, and shall be deemed to have been received upon actual receipt.

27.2. Entire Agreement: These Terms, together with the Agreement, constitute the entire agreement and understanding between the parties with respect to the subject matter hereof and supersede all previous agreements, promises, representations, and understandings between them, whether written or oral.

27.3. Severability: If any provision of these Terms is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The parties shall endeavour to replace the invalid, illegal, or unenforceable provision with a valid, legal, and enforceable provision that most closely reflects the original intent of the parties.

27.4. Waiver: No failure or delay by the Company in exercising any right, power, or remedy under these Terms shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power, or remedy preclude any other or further exercise thereof or the exercise of any other right, power, or remedy.

27.5. Amendment: No amendment, modification, or variation of these Terms shall be valid unless it is in writing and signed by an authorised representative of the Company. The Company reserves the right to amend these general Terms from time to time by publishing the updated version on its website at ypconsultancy.com, and such amendments shall be effective immediately upon publication.

27.6. Assignment: The Client shall not assign or transfer any of its rights or obligations under these Terms or the Agreement without the prior written consent of the Company. The Company may assign or transfer its rights and obligations under these Terms or the Agreement to any of its affiliates or to a successor in interest without the Client's consent.

Rohit
Kaul

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by Rohit Kaul
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