

## STUDENT AGENCY AGREEMENT

This Agency Agreement (the “*Agreement*”) is entered into as of the acceptance date of execution set forth below (the “*Acceptance Date*”) between the undersigned Applicant (“*Applicant*”) and Nomad Credit (“*Nomad*”).

1. Appointment as Agent. Applicant hereby appoints Nomad as Applicant’s agent and attorney-in-fact with full power and authority to act for the Applicant and in the Applicant’s name (to the full extent the Applicant could act in person) and authorizes Nomad to take any action necessary or advisable in Nomad’s judgment to prepare and submit applications and any required supporting documentation for U.S. Dollar, Euro and/or Indian Rupee denominated loans from companies engaged in the business of lending for educational purposes on behalf of Applicant (“*Applications*”). Applicant agrees to assist Nomad in the timely submission of the Applicant’s Applications by providing accurate and complete information, as outlined in Exhibit A hereto.
2. Services. Applicant authorizes Nomad, without limitation, to: (a) request, gather and/or copy all necessary information and documentation to file Applications on Applicant’s behalf; (b) forward any materials necessary to complete the Applications submitted to certain financial institutions in the United States, United Kingdom or India; and (c) respond to any questions or requests for additional information with respect to the Applications, via email or otherwise (together, the “*Services*”). Nomad is in no way responsible for unsuccessful Applications submitted on behalf of Applicant and cannot guarantee a loan will be granted in response to any Application. Applicant agrees that Nomad is not liable for any such unsuccessful Application.
3. Compensation of Agent. In consideration for the services performed by Nomad, as agent of Applicant, Applicant agrees to pay to Nomad the sum of One Percent (1%) of the approved loan amount (the “*Agent Fee*”). The Agent Fee is payable to Nomad when a conditional or pre-approved loan rate and amount is generated by a financial institution and the Applicant wishes to proceed with the loan option. Applicant also agrees to pay for all reasonable or required fees, costs or charges incurred by Nomad in the conduct of the Services and Applicant agrees that such fees, costs or charges, including the Agent Fee, are non-refundable. The Agent Fee will be 100% refundable only in the instance of a loan denial, which occurs after a conditional or pre-approval is given by the financial institution and isn’t caused as a result of Applicant’s breach of Section 4 of this agreement.
4. Applicant Representations and Warranties. Applicant represents and warrants to Nomad that: (a) it has the authority to appoint Nomad as its duly authorized agent as set forth in this Agreement; (b) it will provide all reasonably requested information to Nomad in a timely manner, which Nomad reasonably believes necessary for the Applications; (c) all information provided to Nomad will be accurate and complete, (d) it has not previously submitted the documentation or Applications, nor will it submit the same or similar documentation or Applications after the Acceptance Date; and (e) it has not and will not authorize any other person to do so on behalf of Applicant.
5. General Terms and Conditions. The following terms and conditions apply: (a) Nomad’s responsibilities to Applicant and Clients are limited to those set forth above; (b) Nomad is not providing legal or other advice; (c) Nomad will maintain any confidential or personal financial information obtained from Applicant as confidential and not use or disclose it for any reason, except to complete the Applications or by permission of the Applicant; (d) this Agreement solely

benefits the parties hereto and creates no rights enforceable by any third party; (e) Applicant's representations and warranties survive indefinitely; (f) this Agreement is governed by the internal laws of the State of Illinois, and proper venue lies in any Federal or State Court located in Chicago, Illinois; and (g) this Agreement supersedes all (and neither party is relying on) any prior agreements, representations and discussions concerning the subjects covered in this Agreement.

6. Co-Signors. Applicant may, at his or her option, engage a third party to act as co-signer for any Application in order to support the Applicant's eligibility. If an Applicant engages a co-signer for any Application, Applicant understands that such co-signer's information will be requested and necessary for the Applications. Applicant further understands that his or her co-signer's credit may be requested and reviewed by a financial institution in consideration of an Application. The co-signer shall be considered an applicant and borrower for purposes of the Applications and shall be equally liable to repay the full amount of any loan made by a financial institution upon successful application. Applicant is aware, and has informed co-signer that Nomad may apply for credit on behalf of Applicant and co-signer with more than one financial institution. Applicant is aware that loans to be advanced in consideration of the Applications are credit-based loans relying on the eligibility and credit of the co-signer and application. Applicant agrees to keep any co-signers aware of the Applications made, processed and any loans granted in consideration of the Applications.
  
7. Loan Processing. Applicant understands that any loan payments will be made directly to the college, university or other applicable educational institution and Applicant will not directly receive the loan proceeds. Applicant understands that loans made may be for a term of one academic year and that the Applicant may need to re-apply for another loan for each successive academic year.
  
8. Termination. This Agreement may be terminated by either party with thirty (30) days prior written notice. If any of the information or documentation to support the filing of Applications or performance of the Services, which are provided by Applicant, are found to be misleading, incorrect, false or forged, Nomad shall have the right to immediately terminate this Agreement without any liability or further obligation.

This Agreement is hereby accepted and agreed to by:

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**Applicant Signature**

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**Applicant Full Name**

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**Date**