

SwiftPass Global

Immigrant & Non Immigrant Visa Department

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Memorandum of Understanding (MOU)

Registration No:

1. Introduction

This Memorandum of Understanding (MOU) is made on [Date].....
between **SwiftPass Global** (hereinafter referred to as "**SwiftPass**"), an immigration organization,
and (hereinafter referred to as "**Agent**").

2. Purpose

The purpose of this **MOU** is to establish the terms and conditions under which the Agent will refer visa applicants to **SwiftPass** and receive a commission for each successful referral.

3. Roles and Responsibilities

3.1 SwiftPass Global:

- Provide professional and efficient visa application processing services to referred clients.
- Ensure clear communication with the Partner regarding the status of referred applicants.
- Disburse commission payments to the Partner in a timely manner as specified in this agreement.

3.2 Agent:

- Actively refer potential visa applicants to SwiftPass.
- Provide accurate and timely information about the referred applicants.
- Adhere to the terms and conditions set forth in this agreement.

4. Commission Structure

4.1 The Agent will receive a total of 20% of the total fee paid by each visa applicant they refer to SwiftPass.

4.2 The commission will be disbursed as follows:

- 10% of the total fee upon receipt of the first deposit by the applicant.
- 10% of the total fee upon the approval of the visa and payment of the remaining balance by the applicant.

4.3 Payments to the Agent will be disbursed every Saturday for commissions accrued during the previous week.

5. Exclusivity

5.1 The Agent agrees that during the term of this agreement, they will not engage in referral activities with any other immigration organization, travel agency, or similar entity for the purpose of visa application processing that competes directly with SwiftPass.

5.2 This exclusivity clause shall remain in effect throughout the term of this agreement.

6. Payment Terms

6.1 Payments will be made via bank transfer to the account details provided by the Agent.

6.2 The Agent is responsible for providing accurate bank account information.

6.3 SwiftPass will ensure all payments are processed and disbursed by the end of business hours every Saturday.

7. Confidentiality

7.1 Both parties agree to maintain the confidentiality of all information related to this MOU and the referred applicants.

7.2 Confidential information shall not be disclosed to any third party without prior written consent from the other party, except as required by law.

8. Term and Termination

8.1 This MOU shall commence on the date of signing and shall remain in effect for a period of 1 year.

8.2 Either party may terminate this MOU with 30 days' written notice to the other party.

8.3 Upon termination, all outstanding commissions due to the Agent will be paid within 30 days.

9. Dispute Resolution

9.1 Any disputes arising out of or in connection with this MOU shall be resolved through amicable negotiations between the parties.

9.2 If a resolution cannot be reached through negotiation, the dispute shall be referred to mediation in accordance with the laws of Kenya.

10. Governing Law

This MOU shall be governed by and construed in accordance with the laws of Kenya.

11. Agent Information

The Agent agrees to provide the following information:

- **Full Name:**
- **Email Address:**
- **Physical Address:**
- **Contact Number:**
- **Emergency Contact Number:**
- **National ID:**
- **Bank Account Details:**
 - Bank Name:
 - Account Number:
 - Account Name:

- **Full Names of Next Of Kin:**
.....
Email: **Phone No.**
- **Physical Address:**

Commission Disclaimer:

- The commission is not applicable on registration fees or appointment/consultation fees paid by the visa applicants.
- The remaining 10% of the commission will not be paid in the event of a visa application denial and the client has failed to pay the remaining balance.
- Any service fees, registration fees, or consultation charges paid separately by visa applicants are excluded from the commission structure outlined in this agreement.
- The commission applies only to the total visa processing fees paid by the applicant and does not extend to any ancillary charges, including but not limited to registration or consultation fees.

12. Signatures

By signing below, both parties agree to the terms and conditions outlined in this MOU.

SwiftPass Global

Represented by:

Title:

Date:

Reviewed by:SIGNATURE.....

Representative Signature:

Agent

Signature:

Name:

Email:

National ID:

Contact Number:

APPROVAL STAMP