



REPRESENTATIVE AGREEMENT

Between

THE CANADIAN LANGUAGE LEARNING COLLEGE Inc.
(Hereinafter referred to as "CLLC")
5640 Spring Garden Road, Suite 405,
Halifax, Nova Scotia, Canada, B3J 3M7

and

[Grupo Fraveo y Santo Cuervo SAS de CV](#)
(Hereinafter referred to as "The Agency")

Term

This agreement will remain in place for a term of two (2) years from the date of signing of both parties mentioned above. If agreed upon both by CLLC and The Agency, this agreement will renew automatically at the end of the initial two year term.

This agreement is valid until one or both of the parties nullify this agreement with written notice of 30 days.

General

This agreement states the terms under which The Agency agrees to serve as a representative of CLLC. The Agency agrees to promote CLLC to their students to the best of their ability, emphasizing CLLC's campuses, program options, policies and Terms & Conditions. Once a student is enrolled, CLLC will do its utmost to ensure that the student understands their academic responsibilities and study options, CLLC rules and regulations, and will maintain an "open door" policy so that the student will always feel welcome to share any feedback.

This agreement is confidential between CLLC and The Agency. Both parties reserve the right to terminate the contract in the event that there is a breach of confidentiality. A breach of contract means the failure by either party to follow the terms and conditions of this contract.

The Agency will represent CLLC to direct clients. Normal promotion costs will be borne by The Agency. All advertisements and news releases which mention CLLC must have prior written approval of CLLC in writing before publishing.

Representation

The Agency will inform CLLC of any agreements it has with "sub agents" who may act on CLLC's behalf. If any sub agent agreements are formed, the representative will notify CLLC immediately, gain approval by CLLC, and provide a copy of the signed contract between the representative and sub agent. The incentive program and/or compensation arrangements with sub agents must be attached and provided to CLLC.

The Agency will honour and enforce all CLLC policies and procedures as outlined in CLLC's online Terms and Conditions, which are categorized as follows:

- Admissions
- Academic Performance Requirements
- English Only, Scent-Free, Smoke-Free, Drug & Alcohol Free and Vacation Policies
- Fees, Refunds and Damage Policies
- Homestay Requirements

Agents will not misrepresent CLLC or CLLC partners / associates. If misrepresentation is found, this agreement will be null and void and fees to agent will not be paid.

Agency Commission & Student Discounts

For 2024

The Agency will receive CLLC's 2024 commission rate of **30%** and student discount rate of **20%**.

If The Agency registers a student at CLLC and provides a full line of services such as counselling, visa application, and assistance with travel arrangements, then for:

- New Registrations - CLLC will pay The Agency commission on the NET paid tuition (NET paid tuition means original tuition fees minus student discount), if the student's payment was made in full and in advance.
- Extensions - CLLC will pay commission on extended programs if The Agency contacts and informs CLLC's registration department before the student's course end date. The full fees must be paid directly by The Agency or the student prior to original course end date. CLLC will pay The Agency commission fees on the NET paid tuition (NET paid tuition means original tuition fees minus student discount), if the student's payment was made in full and in advance.
- 1:1 Teaching - Please note that no commission is paid for 1:1 teaching.

Commission Payment Process

Commission may be collected as follows:

- The Agency may send the gross student payment in full prior to the course start date. Then The Agency may invoice CLLC for the commission. CLLC pays pending invoices within 30 days from receiving the invoice.
- The Agency may deduct their commission from the student payment and then pay CLLC its course fees.

* Note - CLLC will not pay any commission on students that CLLC recruits directly, who then sign an agreement once enrolled, with an agency.

Commission Refund & Cancellation Policy

For refunds or cancellations CLLC will follow its Refund Policy as outlined in the Student Contract. CLLC also expects that The Agency will clearly explain its refund policy around all school fees and commission payments to the student.

CLLC expects The Agency to follow the agreed upon process with the student should the need for a cancellation arise.

Note that CLLC will not discuss The Agency's commission rates or refund policies with the student. However, if a student questions the above CLLC will send the student to The Agency for clarification.

Canadian Taxes

Since CLLC's inception, all fees paid are inclusive of any applicable sales taxes. If The Agency is required to collect or is registered for HST or other sales taxes, The Agency agrees to issue an invoice, prior to the payment of The Agency's fees, with the statement that the Fees are inclusive of sales taxes, and providing The Agency's registration number. The Agency shall remit all taxes relating to The Agency's Fees, and shall indemnify and hold CLLC harmless for any costs, charges, penalties, or other legal liability as a consequence of The Agency nonpayment or delay in payment of such taxes.

In the event that The Agency does not issue an invoice outlining the sales tax amounts prior to the payment of the fees, the fees paid shall be deemed to be inclusive of any applicable sales taxes. The Agency shall remit all taxes relating to The Agency's fees, and shall indemnify and hold CLLC harmless for any costs, charges, penalties, or other legal liability as a consequence of The Agency non-payment or delay in payment of such taxes.

Changes

Items not covered in this agreement and amendments may be made by CLLC or The Agency with written notice of 30 days. All must be approved by both parties.

Dispute Resolution

If a dispute arises out of this agreement, CLLC and The Agency agree to pursue resolution through negotiation before resorting to litigation. Note that any any disputes that enter into litigation will be done under Canadian law.

All information shared during any dispute resolution process, shall be regarded as "without prejudice" for the purpose of negotiations and shall be treated as confidential, unless otherwise required by law.

Payments

The Agency will pay CLLC through:

Bank Wire Transfer, Deposit or Certified Cheque

Beneficiary Bank - The Royal Bank of Canada

Branch Number - 003-01943

Beneficiary Account - CLLC

Account Number - 1012707

Swift Code - ROYCCAT2

Signed for and on behalf of CLLC:

Signature (CLLC - CEO): Stefan Ferron

Start Date: **July 24, 2024**

Signed (for and on behalf of The Agency): Jose Estanislao Cancino Ortega

Signature:  _____

Date: 07/30/2024