



AGENCY REFERRAL AGREEMENT

BETWEEN
BOUCHEREAU LINGUA INTERNATIONAL INC.
Hereinafter referred to as "BLI"

AND
Grupo Fraveo y Santocuervo SAS de CV

Represented By
ESTANISLAO CANCINO

Located at:
PORFIRIO DIAZ 8 BUENAVISTA Y LAS FLORES

Bernal Queretaro De Arteaga
76650

NOW HEREOFORTH THIS AGREEMENT WITNESSES, both BLI and the Agent hereby agree to the following terms and conditions:

1 Agent authorization

BLI authorizes the Agent, subject to the terms and conditions of this Agreement, the non-exclusive, non-transferable right to market and sell the services of BLI to prospective clients, hereinafter referred to as the "Student" or "Students". Hereinafter the Agent is considered an authorized dealer of BLI, BLI programs and BLI services and products.

The Agent covenants and agrees

- a. To represent BLI to obtain applications for admission to BLI delivered at Canadian schools of BLI.
- b. To represent BLI in all ways that would present a positive image and maintain the professional reputation of BLI.
- c. To ensure that all prospective Students have current and accurate information about BLI's and BLI's programs and services.
- d. To assure that recruitment staff is adequately informed to counsel prospective Students in a professional manner.
- e. To inform Students of any changes to BLI's programs or services directly after receiving the information from BLI.
- f. To accurately represent and follow BLI's program fees and refund policies with Students.
- g. To only make use of fees schedules authorized by BLI. The Agent cannot offer any price discounts, promotions, etc. Unless authorized by BLI.
- h. To collect the applicable fees (i.e. registration, tuition, placement, accommodation and other fees) associated with the registration process, and forward payment prior to the Student's arrival.
- i. Not to act or purport to act in the name or on behalf of BLI in any matter beyond the scope of this Agreement unless otherwise expressly authorized and directed by BLI.

BLI covenants and agrees:

- j. To provide the Agent with appropriate materials and support reasonably required by the Agent.
- k. To provide the Agent with accurate information concerning the programs offered by BLI, and the cultural and social conditions Students will encounter in Canada.
- l. To provide Students recruited by the Agent with the highest level of instruction and facilities, which will reflect positively on the reputation of the Agent.
- m. To help Students resolve any urgent or important matters related to their studies at BLI.
- n. To offer personalized Student counseling if needed.

2. Commissions

BLI will pay the Agent a recruiting commission according to the following terms:

- a. BLI will pay the Agent a recruiting commission equivalent to **25 %** of the tuition fees paid by the Student for an English or French group programs and Bilingual Horizon programs delivered at Canadian schools of BLI.
- b. BLI will pay the Agent a recruiting commission equivalent to **20%** of the tuition fees paid by the Student for an English or French private programs, delivered at Canadian schools of BLI.
- c. BLI will pay the Agent a recruiting commission per Student who has fully paid his/her FLAP Program, Languages on the move, or any Special Package. Commissions vary per program and/or package – contact BLI for details.
- d. BLI will pay the Agent a recruiting commission equivalent to 20% of the tuition fees paid by the Student for a French



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TEFAQ programs, delivered at Canadian schools of BLI.

- e. The Agent has the option to collect and pay only the net tuition fee for language programs directly to BLI on behalf of the Student. This means the Agent can deduct the commission from the gross tuition fee and BLI will provide the Agent with a gross invoice for the Students and a net invoice for the Agent.
- f. BLI will contact the Agent to inform it if the Student prolongs his or her stay, to adjust the corresponding commission positively.
- g. The Agent will comply with BLI's refund policy, and with the other above-mentioned BLI' refund policies, if applicable.
- h. The Agent and BLI each have the option to cancel this Agreement with 30 business days' notice in writing.

3. Confidentiality

- a. The Agent shall keep confidential and not disclose any confidential information or trade secrets respecting BLI received in the course of operations under this Agreement.
- b. BLI will keep the Students' personal and financial information in its private files and any account or card number will be destroyed after use.

4. Governing Law

- a. This Agreement shall be construed, interpreted, and applied in accordance with the laws of the province of Quebec, Canada and all applicable national and international laws.
- b. The jurisdiction and venue for any claim or cause to this Agreement shall be in the province of Quebec and in a court located in Montreal. The Agent waives any and all rights to contest the propriety of such choice of jurisdiction and venue.

5. Entire Agreement

This Agreement constitutes the entire agreement between the parties relating to the referral of Students to BLI for the purposes of registering Students at any Canadian school of BLI;

It is expressly understood that neither party has made any representations, warranties or promises, whether direct, indirect or collateral, express or implied, oral and otherwise, concerning any other matters, which are not embodied here-within. Both parties acknowledge that they have not entered into this Agreement as a result of any representations of the other party, its agents, officers or employees. Both parties specifically acknowledge that no representation, promise, guarantee or warranty concerning the result or profits to be derived from the business was made to induce either party to execute this Agreement.

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.

The Agreement is subject to renewal three years from the signature of this Agreement. Notification of intent to terminate this Agreement may be given by either party in writing with 30 business days' notice.

MARCELA ESQUENAZI
PRESIDENT
BOUCHEREAU LINGUA INTERNATIONAL
2024-07-29

ESTANISLAO CANCINO
OWNER/MANAGING DIRECTOR
Grupo Fraveo y Santocuervo SAS de CV

2024-07-29