

Affiliate Program Agreement

This Agreement is made and entered into by and between FIT 4 IELTS Inc. ("FIT4IELTS" "we" or "our") and you, the Affiliate ("you" or "Affiliate"). This Agreement contains the complete terms and conditions that apply to your participation in the FIT4IELTS Affiliate Program (the "Affiliate Program" or "Program").

1 Enrollment in the Program

You will submit a completed Affiliate Program application in which you agree to abide by these terms and conditions. After we review your application, we will notify you of either your acceptance to, or rejection from, the Affiliate Program. We may reject your application (at our sole discretion) if we feel your site is unsuitable or inconsistent with our brand. If your site is accepted, FIT4IELTS may terminate this Agreement anytime thereafter if your site is determined (at our sole discretion) to be unsuitable for the Affiliate Program.

2 Promotion of the Program

Upon your acceptance as an Affiliate Site, we will make available to you a widget and textual links (the "Links") that, subject to the terms and conditions hereof, you may display as often and in as many areas of your site as you desire. The Links will serve to establish a connecting from your site to ours, and to identify each new IELTS Course purchased that is referred from your site using the Links ("Qualified Courses").

3 Obligations of FIT4IELTS

FIT4IELTS agrees to:

- a) Provide Links that you may use on your site.
- b) Pay you CA\$100 per Qualified FULL Course, and \$25 for any Standalone Module
- c) Provide monthly reports outlining activity generated from your site.
- d) Issue monthly e-transfers for amounts that you have earned.

4 Obligations of the Affiliate

You agree to:

- a) Place the Links on your site.
- b) Have sole responsibility for your site and for all the materials that appear on your site.
- c) Ensure that all materials posted on your site are not illegal and do not infringe on the rights of any person or entity of any kind. We disclaim all liability for all materials on your site.
- d) Indemnify, defend, and hold FIT4IELTS harmless from all claims, damages, and expenses relating to your site.

5 Confidentiality

Except as otherwise provided in this Agreement, or with the consent of the other party hereto, each of the parties hereto agrees that all information, including, without limitation, the terms of this Agreement, business and financial information, customer and vendor lists, and pricing and sales information, concerning us or you, respectively, or any of our Affiliates provided by or on behalf of any of them will remain strictly confidential and secret and will not be utilized, directly or indirectly, by such party for its own business purposes or for any other purpose except and solely to the extent that any such information is generally known or available to the public through a source or sources other than such party hereto or its Affiliates.

6 Limitation of Liability

We will not be liable for indirect, special, or consequential damages, or any loss of revenue, profits, or data, arising in connection with this Agreement or the Affiliate Network, even if we have been advised of the possibility of such damages. Further, our aggregate liability arising with respect to this Agreement and the Affiliate Program will not exceed the total referral fees paid or payable to you under this Agreement. You agree to indemnify and hold FIT4IELTS and its agents harmless from any and all claims, losses, damages, judgments, expenses and costs (including attorney fees and expenses) arising out of this Affiliate Agreement or the Affiliate Network.

7 Limited License

We grant you a nonexclusive, nontransferable, revocable right to access our site through the Links solely in accordance with the terms of this Agreement, for the sole purpose of linking your site to our site, solely for the purpose of identifying your site as a participant in the Affiliate Program and assisting in generating online IELTS course sales. You may not alter, modify, or change the Links in any way. You are only entitled to use the Links to the extent that you are a member in good standing of the Program. We may revoke your license anytime by giving you written notice.

8 Disclaimers

We make no express or implied warranties or representations with respect to the Square One website or the Affiliate Program (including, without limitation, warranties of fitness, merchantability, non-infringement, or any implied warranties arising out of course of performance, dealing, or trade usage). In addition, we make no representation that the operation of our site will be uninterrupted or error-free, and we will not be liable for the consequences of any interruptions or errors.

9 Termination

The terms of this Agreement will begin upon acceptance of your application. This Agreement will commence on the date of approval of your Affiliate Program application and will continue thereafter in full force and effect until terminated at any time by either party by giving the other party written notice of termination. Upon termination of this Agreement for any reason, you will immediately cease use of, and remove from your site, all Links to our site, and all FIT4IELTS trademarks, logos, and all other materials provided by or on behalf of us to you in connection with the Program.

10 Policies, Procedures and Pricing

Customers who purchase courses through this Program will be deemed to be FIT4IELTS customers. Accordingly, these customers will be subject to the policies, procedures and pricing that we use and may change at any time.

11 Modifications

We may modify any of the terms and conditions of this Agreement at any time. You will be notified by email, and a change notice will be posted on our site. If the modifications are unacceptable to you, your only recourse is to terminate this Agreement. Your continued participation in this Affiliate Program after a change notice has been posted will constitute binding acceptance of the change.

12 Independent Contractors

You and FIT4IELTS are independent contractors and nothing in this Agreement will create any partnership, joint venture, agency, franchise, sales representative, or employment relationship between the parties. You will have no authority to make or accept any offers or representations on our behalf.

13 Representations and Warranties

You hereby represent and warrant to us as follows:

- a) This Agreement has been duly and validly executed and delivered by you and constitutes your legal, valid, and binding obligation, enforceable against you in accordance with its terms.
- b) The development, operation, and contents of your site do not infringe upon the copyright, trademark of FIT4IELTS, or any other right of any person or entity.

14 Independent Investigation

You acknowledge that you have read this Agreement and agree to all its terms and conditions. You understand that we may at any time (directly or indirectly) solicit customer referrals on terms that may differ from those contained in this Agreement or operate Websites that are similar to or compete with your Website. You have independently evaluated your desirability of participating in the Affiliate Program and are not relying on any representation, guarantee, or statement other than as set forth in this Agreement.

15 Paid Search

When it comes to paid search, you may not:

- a) Bid on our trademarks, brand names, keywords or any variations or misspellings. We do not condone PPC marketing.
- b) Use our trademarks or brand names in the Display URL.
- c) Redirect to any of our sites.

16 Privacy and Your Website

There must be a direct link from your website to our website. You may not in any way mislead the visitor through such activities as copying or creating the impression that your website is our website. You may not use any device, program, robot, iframes or hidden frames to cause a transaction to be made. Your website will post a privacy policy that complies with all applicable laws and regulations.

17 Fraud

If you commit fraud or falsify information in connection with the completion of course sales through the Links on your site, this Agreement will be terminated immediately. In addition, you will be liable to FIT4IELTS for any and all damages that FIT4IELTS suffers as a result of such actions. You will also be responsible for returning to FIT4IELTS all referral fees received for fraudulent/falsified accounts, and we will not hesitate to pursue all legal causes of action against you to the fullest extent possible under the law.

18 Anti-Predatory Advertising Policy

Affiliates will be removed from the Affiliate Program and forfeit any pending referral fees if they are utilizing or distributing software downloads that potentially enable diversions of referral fees from other Affiliates in our Program. Predatory advertising is defined as any

method that creates or overlays links or banners on Websites, spawns browser windows, or any method invented to generate traffic from a Website without that Website owner's written permission.

19 Email Compliance

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Affiliate agrees to comply with the requirements of Canada's Anti-Spam Law and all rules and regulations thereunder in its distribution of email that contains messaging regarding FIT4IELTS. Upon FIT4IELTS's request, Affiliate will provide FIT4IELTS with documentation demonstrating that the recipients consented to receive the email at issue.

20 Public Statements

You agree that we may identify you or Your Site as an Affiliate of the Program as long as you participate in the Program. We may make this identification orally, in writing or electronically.

21 Reservation of Rights

FIT4IELTS may terminate this Agreement at any time if your site is determined (at our sole discretion) to be unsuitable for the Program, even if your site has not changed since the time that your Affiliate Program application was accepted. FIT4IELTS also reserves the right to monitor Affiliate sites at any time to determine whether they are in compliance with this Agreement.

22 Miscellaneous Provisions

a) Entire Agreement

This Agreement contains the entire understanding between FIT4IELTS and you and supersedes any prior agreements, written or oral, respecting the subject matter of this Agreement.

b) Governing Law

This Agreement will be governed by the provincial laws of Ontario and the federal laws of Canada applicable therein, without reference to rules governing choice of laws.

c) Notices

Any notice required or permitted to be given under this Agreement will be in writing and will only be deemed proper notice if served personally, via overnight courier or by registered or certified first-class mail with return receipt requested, or by confirmed email, and addressed to the party to whom the notice is intended at the following addresses. Any change of requirements of notice set forth in this paragraph.

Attn: Affiliate Program Manager
FIT 4 IELTS Inc.
1599 Hurontario Street, Suite 204
Mississauga, ON L5G 4S1
Email: affiliates@fit4ielts.ca

d) Severability

If any of the provisions of this Agreement becomes invalid, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired.

e) **Waiver**

Any waiver is only valid to the extent expressly set forth in writing. No waiver by either party of any breach by the other party of any of the provisions of this Agreement is deemed a waiver of any preceding or succeeding breach of the same or any other provision.

f) **Execution**

This Agreement may be executed in any number of counterparts, each of which is deemed an original, and all taken together constitute one and the same instrument. If this Agreement is executed in counterparts, no signatory is bound until all parties have duly executed this Agreement and all parties have received a fully executed Agreement. Any signature transmitted by facsimile or e-mail (in .pdf, .tif, .jpeg, or a similar format), or a photocopy of such transmission, is deemed to constitute the original signature of such party to this Agreement. The individuals signing below represent that they are authorized to do so by and on behalf of the party for whom they are signing.