

## LIVINGWATERS COLLEGE OF HEALTHCARE INC. INDEPENDENT SALES REPRESENTATION AGREEMENT

THIS AGREEMENT made on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ . BETWEEN:

LIVINGWATERS COLLEGE OF HEALTHCARE INC.

AND

[ AGENT / REPRESENTATIVE NAME ]

### PREAMBLE

**Livingwaters College of Healthcare Inc.**, a distinguished institution specializing in the provision of high-quality educational services within the healthcare sector, stands as a beacon of excellence in the field. With a proven track record of success, the College is now poised for expansion and actively seeks competent and committed commercial agents to facilitate, promote, and recruit new students for its diverse range of programs.

The College's programs cover a spectrum of healthcare disciplines, including but not limited to Personal Support Worker, Accelerated Personal Support Worker, Developmental Service Worker, Mental Health and Addiction, Child and Youth Care, Medical Office Administration, Health Services Administration and Management, and Early Childhood Assistant. With a focus on providing comprehensive education, Livingwaters College equips its students with the skills and knowledge necessary for success in the healthcare industry.

Embracing the evolution of education, the college offers both online and on-site modalities, ensuring flexibility and accessibility for a diverse student body. Our modern facilities, complete with contemporary amenities, complimentary parking, and a conducive learning environment, reflect our commitment to delivering an unparalleled educational experience.

As Livingwaters College enters a phase of growth and expansion, we extend an invitation to accomplished commercial agents to join us in the endeavor to promote and recruit potential students for our esteemed programs. By aligning with our mission, commercial agents play a vital role in shaping the future generation of healthcare professionals.

This Agreement for **Sales Representation** (the “Agreement”) is entered into as of the date shown above between \_\_\_\_\_ (the “Agent”) and **Livingwaters College of Healthcare Inc.** “The Client”. to set forth their mutual covenants and agreements as to the sales representation services, which are described in Schedule “A” hereto (the “**Services & Requirements**”) to be described by the “Client” to “The Agent” for at all their locations owned, operated, and/or managed by the “Client”.

**WHEREAS** the purpose of this Agreement is to state the terms and conditions under which the “Agent” will provide sales & representation services for all the academic programs offered by the College, understanding that the contracted service provided by the “Agent” is licensed or accredited under all applicable laws, regulations and Canadian authorities.

**NOW, THEREFORE**, in consideration of the agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

### **1. TERM AND RENEWAL**

- a. 1. This Agreement shall commence on the Effective Date for a term of \_\_\_\_\_ (the “**Initial Term**”) until terminated or renewed in accordance with this Long Term / Retirement Facilities Agreement (the “**Agreement**”).
- a. This Agreement may be renewed by \_\_\_\_\_ (the “Agent”) for subsequent \_\_\_\_\_ (each, a “**Renewal Term**”, and together with the Initial Term, the “**Term**”) at the sole discretion of \_\_\_\_\_ (the “Agent”).

### **BUSINESS**

### **2. SERVICES PROVIDED**

The agent agrees to perform the following services:

- a. The commercial agent shall operate independently, and engagement in commercial management and activities pertaining to student prospect outreach shall not give rise to any employer-employee or subordinate relationship.
- b. The “Agent” shall provide prospects for the Client (Possible Students) interested in joining and being part of any of the academic programs offered by the “Client”.
- c. The “Agent” will act on behalf of the “Client” by promoting the academic programs and certifications. It will be the responsibility of the promoting agent to educate and publicize the programmatic content of the academic options, highlighting the benefits and advantages that students have when being part of Livingwaters College of Healthcare.

- d. Promotional Activities: Develop and implement comprehensive promotional strategies to increase awareness of Livingwaters College of Healthcare and its educational programs.
- e. Student Prospecting: Actively engage in student prospecting activities, targeting individuals interested in healthcare education.
- f. Information Dissemination: Provide accurate and detailed information about Livingwaters College of Healthcare, its programs, admission requirements, and any other relevant details to prospective students.
- g. Application Assistance: Assist prospective students in the completion of application forms, ensuring that all required documentation is provided.
- h. Orientation Support: Offer orientation support to newly enrolled students, guiding them through the initial stages of their educational journey.
- i. Communication with Company: Maintain regular communication with the Company, providing updates on promotional activities, student leads, and any challenges encountered.
- j. Participation in Training: Attend training sessions and workshops provided by the Company to enhance knowledge about programs, admissions processes, and any updates related to the educational offerings.
- k. Compliance with Laws: Ensure compliance with all applicable laws and regulations governing the promotion and recruitment of students for educational programs.
- l. Reporting: Submit regular reports to the Company detailing the progress of promotional efforts, the number of leads generated, and any other relevant information as requested.
- m. Adherence to Company Policies: Abide by all policies and guidelines set forth by Livingwaters College of Healthcare in connection with the representation of the institution.

### **3. PERFORMANCE REPORT**

The commercial agent's performance will be systematically monitored through a comprehensive performance reporting system. Regular performance reports, to be submitted by the agent, should include a detailed account of promotional activities undertaken, the number of student leads generated, and the success rate in student enrollments.

The agent is required to maintain proper documentation validating each enrolled student, including completed application forms, necessary supporting documents, and any communication records with the

students. Accurate and thorough documentation is essential for validating the authenticity and completeness of the enrollment process. The “Client” reserves the right to request additional documentation for verification purposes, ensuring transparency and adherence to legal and regulatory standards. Timely submission of performance reports and the provision of complete and accurate documentation are crucial aspects of the agent's contractual obligations.

#### **4. ECONOMIC BENEFITS**

All economic benefits will be governed by what is contemplated in the schedule B. **The Schedule B** defines the economic benefits structure, illustrating the tiered commission system established to reward the commercial agent for their efforts. This schedule delineates the commission rates corresponding to different enrollment brackets. As per Schedule B, the agent stands to receive varying percentages based on the achieved number of student enrollments, ensuring a dynamic and incentivized approach to their role. The “Client” believes that this tiered structure aligns the agent's success with the institution's growth, fostering a mutually beneficial partnership. The detailed breakdown in Schedule B not only serves as a transparent guide for the agent but also underscores the commitment of **Livingwaters College of Healthcare** to acknowledge and reward the agent's contribution in accordance with their performance.

#### **5. PAYMENT FOR THE SERVICES**

The compensation for the commercial agent's services shall be based on the agreed-upon commission structure outlined in **Schedule B** of the Independent Sales Representation Agreement.

The “Client” will calculate the commission based on the number of students successfully enrolled by the agent during the specified periods. Payments will be disbursed according to the agreed-upon payment frequency, as outlined in **Schedule B**, with the agent receiving their commissions within the designated timeline following the end of each payment period.

The payment structure is designed to recognize and reward the agent's performance in promoting and recruiting students for **Livingwaters College of Healthcare**. Additionally, any bonuses or incentives earned by the agent, as outlined in Schedule B, will be included in their respective payment cycles. It is imperative for the agent to adhere to the terms and conditions related to payment as stipulated in the agreement.

#### **6. TERMINATION**

The termination clauses outlined in this agreement serve as a crucial framework, defining the circumstances under which either party may conclude the contractual relationship. Recognizing the dynamic nature of business engagements, these clauses are designed to provide clarity and fairness in the event of termination. The termination provisions cover various scenarios, including breaches of contractual obligations, voluntary terminations, and changes in business circumstances. It is essential for both parties

to understand these clauses thoroughly to navigate the agreement's conclusion transparently and in accordance with the agreed-upon terms. By establishing these termination mechanisms, the Independent Sales Representation Agreement aims to foster a cooperative and equitable business relationship between the Company and the commercial agent.

- a. **Termination for Cause:** Either party may terminate this agreement for cause upon written notice if the other party breaches any material term or condition of the Independent Sales Representation Agreement. Material breaches include but are not limited to failure to meet performance targets, violation of ethical standards, or non-compliance with legal requirements.
- b. **Voluntary Termination:** The agent may terminate this agreement voluntarily by providing written notice to the Company within a reasonable timeframe. The Company acknowledges the agent's right to terminate the agreement for personal or professional reasons.
- c. **Expiration of Agreement:** The agreement shall automatically terminate upon the expiration of the specified term, unless both parties mutually agree to renew the agreement in writing. In case of expiration, the agent is expected to complete any outstanding responsibilities and return any Company property or confidential information.
- d. **Insolvency or Bankruptcy:** If either party becomes insolvent or declares bankruptcy, the other party has the right to terminate the agreement immediately upon written notice.
- e. **Failure to Achieve Performance Targets:** If the agent consistently fails to meet agreed-upon performance targets, the Company reserves the right to terminate the agreement with written notice, allowing the agent a reasonable cure period to address performance concerns.
- f. **Change in Business Circumstances:** The Company may terminate the agreement due to a significant change in business circumstances, such as restructuring, discontinuation of programs, or other factors that render the continuation of the agreement impractical.
- g. **Dispute Resolution:** In the event of a dispute arising from the termination of this agreement, both parties agree to engage in good-faith efforts to resolve the dispute through mediation. If mediation is unsuccessful, the parties may pursue legal remedies as outlined in the dispute resolution clause of the main agreement.

These termination clauses provide a framework for ending the agent agreement under various circumstances. It's crucial to review and customize these clauses based on the specific needs and legal considerations of your agreement. Additionally, seeking legal advice is recommended to ensure compliance with applicable laws and regulations.

## **7. CONFIDENTIAL INFORMATION & PERSONAL INFORMATION**

Both parties recognize the sensitive nature of certain information shared during the course of their engagement under the Independent Sales Representation Agreement with **Livingwaters College of Healthcare**. "Confidential Information" pertains to non-public, proprietary data, encompassing student records, marketing strategies, financial information, and trade secrets disclosed by the Company to the commercial agent.

The agent commits to maintaining strict confidentiality, utilizing the disclosed information solely for the purpose of fulfilling their duties outlined in the agreement. Confidential Information shall not be disclosed to any third party without prior written consent from the Company. Exceptions include information already in the public domain or possessed by the agent prior to disclosure. Upon termination or at the Company's request, the agent shall promptly return or, at the Company's discretion, destroy all Confidential Information.

These confidentiality obligations persist beyond the agreement's termination for a specified duration. In the event of a breach, the Company reserves the right to seek injunctive relief alongside other available remedies.

## **8. NOTICES**

Any notice required to be given pursuant to this Agreement shall be in writing and shall be sent by certified mail, registered mail, or hand delivery to the parties at the addresses set forth below:

**The Agent:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**The Client:**

**Livingwaters College of Healthcare Inc.**  
75 International Blvd, Suite 202 (WT)  
Toronto, ON, M9W 6L9, Canada

## **9. AMENDMENT**

This Agreement may be only amended by a written instrument signed by both parties.

## 10. GENERAL PROVISIONS

- a. This Agreement shall be governed by the laws of the Province of Ontario.
- b. The failure by \_\_\_\_\_ (the “Agent”). to insist upon the strict performance of any of the terms of this Agreement shall not be construed as a waiver, and this Agreement will continue to remain in full force and effect.
- c. This Agreement constitutes the entire agreement between the parties. Any terms not expressly set forth in this Agreement are of no force or effect. This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute the same Agreement.

IN WITNESS WHEREOF, the parties have duly executed this Agreement.

[ the “Agent”.]

Per: \_\_\_\_\_  
Name:  
Title:

Per: \_\_\_\_\_  
Name:  
Title:

[ the “Client”.]

**Livingwaters College of Healthcare Inc.**

Per: \_\_\_\_\_  
Name: Kemi Ibranke  
Title: CEO

## SCHEDULE A - REQUIREMENTS

This Schedule A outlines the requirements and obligations for the engagement of commercial agents in the representation of Livingwaters College of Healthcare (the "Client"). The commercial agent agrees to adhere to the following terms and conditions:

1. **Promotion and Representation:** The agent shall actively promote and represent the Company's educational programs, specifically those offered by Livingwaters College of Healthcare, including but not limited to Personal Support Worker, Accelerated Personal Support Worker, Developmental Service Worker, Mental Health and Addiction, Child and Youth Care, Medical Office Administration, Health Services Administration and Management, and Early Childhood Assistant.
2. **Independence:** The agent acknowledges and agrees that their role is that of an independent contractor. The engagement of the agent does not establish an employer-employee relationship or any form of subordination. The agent is solely responsible for managing their commercial activities.
3. **Compliance:** The agent shall comply with all applicable laws and regulations related to the promotion and recruitment of students for the Company's programs, including but not limited to Canadian educational and commercial laws.
4. **Confidentiality:** The agent shall maintain the confidentiality of all proprietary and confidential information obtained during the course of their engagement. This includes, but is not limited to, student information, program details, and marketing strategies.
5. **Ethical Conduct:** The agent agrees to conduct all activities in an ethical and professional manner, avoiding any practices that may harm the reputation of Livingwaters College of Healthcare.
6. **Documentation and Reporting:** The agent shall provide regular reports to the Company detailing their promotional activities, student leads, and any relevant information requested by the Company.

Termination: Either party may terminate this agreement in accordance with the termination clause outlined in the main contract.

This Schedule A is an integral part of the Independent Sales Representation Agreement



## SCHEDULE B - ECONOMIC BENEFITS

This Schedule B outlines the tiered commission structure for economic benefits based on student enrollment achieved by the commercial agent. The agent will be entitled to the following commission rates:

### Commission Structure:

- For the first 10 students enrolled: 5%
- For students 11 to 25 enrolled: 7%
- For students 26 to 50 enrolled: 10%
- For more than 50 students enrolled: 12%

### Calculation of Commissions:

- Commissions will be calculated based on the total number of students successfully enrolled by the agent.
- The applicable commission rate will be determined by the specific enrollment bracket achieved during the contract period.

### Payment Terms:

- Commissions will be paid monthly.
- Payments will be made within 10 Days following the end of each monthly payment period.

### Bonuses and Incentives:

- In addition to the commission structure, the agent may be eligible for bonuses and incentives based on outstanding performance, as determined by the Company.

### Review and Adjustments:

- The commission structure may be subject to review and adjustments by the Company at its discretion. Any changes will be communicated to the agent in writing.
- This Schedule B is an integral part of the Independent Sales Representation Agreement.