



All Seasons FSI Ventures Inc.

AGENCY CONTRACT

This agreement is between All Seasons and _____ (Agency's Name) referred to in this contract as the "Agent."

All Seasons, also known as All Seasons (FSI) Ventures Inc, is in the business of referring clients who wish to obtain Language studies (ESL programs, elementary, high school, degree programs, etc), Homestay, Internship, and / or other special programs in Canada, the United States of America, Australia, and New Zealand. All Seasons wishes to make its programs of service in Canada known and available to potential clients in your country, but has no physical location or employees who reside there. Therefore, All Seasons requires the service of the Agent to market its program in that country, as set forth herein.

Consequently, the Agent and All Seasons (FSI) Ventures Inc agree as follows:

1. The Agent agrees that it shall acquire and maintain at all times, the appropriate business license required for the Agent to operate a business.
2. The Agent agrees that the referral of clients to Homestay and Teacher-Homestay hosts by All Seasons (FSI) Ventures Inc shall be at the complete discretion of All Seasons (FSI) Ventures Inc; and, that All Seasons (FSI) Ventures Inc. cannot guarantee the placement of any referred clients, and may, for any reason, decline to refer any clients to a Host. Please refer to the Homestay Conduct.
3. The Agent shall be responsible for educating their students the policies on the 'Homestay Conduct' and 'Student Conduct'.
4. All Seasons requires all students to read the 'Homestay Conduct' and sign the 'Student Conduct' on their arrival date.



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5. The Agent needs to fill out All Seasons (FSI) Ventures Inc Application Form and Homestay Application Form for its clients and submit those Application forms to All Seasons (FSI) Ventures Inc. It is the Agent's responsibility to receive the parents' agreement (signatures) if the applicant (traveler) is under age of eighteen (18). In no event shall All Seasons (FSI) Ventures Inc have any responsibility nor liability to the student when the Agent fails to receive the parents' (guardian) signature.

6. The Agent is responsible for the screening and consultation of under age clients who wish to participate in programs. The Agent is required to confirm that the client who is participating in the program follow the gist, and has intentions to participate in the program. If the Agent breaches this provision, then the Agent agrees to pay All Seasons (FSI) Ventures Inc an additional support fee of \$1500.

7. There will be \$200 additional charge for any new bookings that are within two (2) weeks prior to the student's arrival dates.

8. The Agent shall refer clients to All Seasons (FSI) Ventures Inc. The Agent agrees that the Agent shall not refer clients to any Local Schools, Hosts or Internship Coordinators who become known to the Agent, because of or through the Agents' association with All Seasons (FSI) Ventures Inc. If the Agent breaches this provision, then the Agent agrees to pay All Seasons (FSI) Ventures Inc a flat payment of \$1000 fine.

9. Bank Changes and Payment Method
The Agent will be responsible for any RECEIVING BANK CHARGES.
The Agent can choose from the following two payment methods which suites your Organization.



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1. International Wire Transfer (The Agent will be responsible for the RECEIVING BANK CHARGES (\$10 for transfers under \$10,000, \$20 for transfers over \$10,000, both CA & US dollars))
2. **Bank Deposit within Japan (\$60 CA BANK CHARGES)**

The payment should be wire transferred to the account stated in the All Seasons' invoice. The Agent will be responsible for REFUND BANK CHARGES due to the Agents' wire transfer mistakes.

10. The Agent shall not have any contact with schools and hostfamilies that have been referred by or through All Seasons (FSI) Ventures Inc under any circumstances. Any conflicts or problems which may occur between students and hostfamilies or schools, the Agent must contact All Seasons (FSI) Ventures Inc first. All Seasons (FSI) Ventures Inc will not be responsible for any consequences (further problems) if the Agent decides to contact the schools and hostfamilies directly.
11. All Seasons (FSI) Ventures Inc is responsible for setting the fee schedules and for collecting necessary program fees and the placement fees from the Agent, before services are provided.
12. All Seasons (FSI) Ventures Inc agrees to refund \$500 to the Agent if:
 - a. The client is rejected after necessary interviews that are offered from Corporates for All Seasons' Internship Program.
 - b. The client is unable to attend the interview or drops out of a scheduled interview.
 - c. The scheduled interviews are canceled by Corporates.
13. The Agent agrees to pay \$200 as an additional placement fee for placements which contain any of the dates between December 20th to January 3rd. (except for group placements)



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14. The Agent shall follow All Seasons (FSI) Ventures Inc cancellation policy when a cancellation occurs.
- i. Any cancellation or change of program, course, homestay accommodation, or travel schedule, including any extension, must be in writing and sent either through email, fax, or mail by each client's account representative.
 - ii. When the client has canceled the program after the starting date due to his/her personal circumstances, the client will not be subjected to any refund.
 - iii. The cancellation date will be the date when All Seasons (FSI) Ventures Inc receives the cancellation notice from the Agent.
 - iv. The refund amount will be calculated based on the bank's currency rate on the day of the refund.
 - v. All Seasons (FSI) Ventures Inc will deduct any Bank fees for refunds (Refund occurs based on Client's interest).
 - vi. All Seasons (FSI) Ventures Inc will not refund any All Seasons' Placement fees.
 - vii. For cancellations that occur after the school starting date, All Seasons (FSI) Ventures Inc will arrange the tuition refund based on each school's refund policy.
 - viii. Cancellation due to necessary entry visa denial or immigration entry denial will be entitled for a full refund except for placement fees; however, cancellation fees based on schools or program providers' policy may apply.
 - ix. All Seasons (FSI) Ventures Inc policy is effective according to the following circumstance.
 - Based on the Client's interest
 - Travel arrangement changes
 - x. Agent will be responsible for the necessary charges when refund occurs during the following period.



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- xi. Group placement cancellation policy may vary depending on the programs. Please refer to the “Group Contract” each time.

Package* Program	15% of the total amount
31days to 365days prior to the Arrival Date**	20% of the total amount
Within 30 days prior to the Arrival Date**	30% of the total amount
1day~2days prior to the Arrival Date**	70% of the total amount
The Arrival Date**	100% of the total amount
Cancellation without notice or Cancellation after the program starting date	100% of the total amount

*Package programs are all-inclusive programs listed on our website.

**Arrival Date is based on Canadian Time (Pacific Standard Time)

【Refund Period】

All Seasons (FSI) Ventures Inc shall arrange refunds on the 10th of the month after the student’s scheduled program ending time.

(For example, the student scheduled program ending time is 15th of December, then All Seasons (FSI) Ventures Inc will arrange the refund on the 10th of January.)

15. In no event shall All Seasons (FSI) Ventures Inc have any liability to the Agent or student for any indirect, special, incidental or consequential damages, however caused, and under any theory of liability, whether or not All Seasons has been advised of the possibility of such damages. All Seasons (FSI) Ventures Inc will not be held responsible when schools or programs are canceled or changed due to war, natural disasters, riots, or strikes. Further, students who do not have international travel insurance, All Seasons (FSI) Ventures Inc will not be responsible for any sicknesses or accidents which occur during their stay.

16. This agreement shall be effective until terminated. Either party may terminate this Agreement after providing the other party ninety (90) calendar days written notice of intent to terminate.



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17. The Agent understands that All Seasons (FSI) Ventures Inc possesses the right to revise program contents or fees at anytime during the year. The Agents are strongly encouraged to consult All Seasons (FSI) Ventures Inc before making any new booking arrangements.
18. Each party shall be responsible for the acts and omissions of itself and its officers, employees, and agents acting as such. Neither party shall be considered the agent of the other. Neither party shall be responsible for the acts or omission of the other party.
19. This constitutes the entire Agreement of the parties on the matters covered Herein, and supersedes all previous written or oral agreements.

Any modifications or changes to this Agreement, including any extensions, must be in writing and signed by the signatories of this written agreement or their equivalent.

The undersigned hereby agrees to the terms and conditions set out above, effective the _____ day of _____, _____.
(day) (month) (year)

All Seasons (FSI) Ventures Inc

Agent's signature

Sakura Yamakawa
President

Date: _____

Date: _____



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