### TERMS AND CONDITIONS OF PRIVATE EDUCATIONAL SERVICES

Escuela Viva's purpose is to provide comprehensive educational services for Preschool, Primary, Secondary, and High School. It is duly registered in the Federal Taxpayer Registry under code NARF810704HT7 II.

### The PARENTS declare:

- 1) Be of legal age, and be in full exercise of their right of parental authority or guardianship over the students they enroll in the school.
- 2) That they have sufficient resources to cover the school fees.
- 3) That they know through the personal interview at the school the alternative methodology of it and expressly accept that, enrolling students in the ESCUELA VIVA, constitutes a voluntary act by which they accept the philosophy of the school being democratic, inclusive and with its own alternative methodology that is based on multi-age classrooms, peer to peer learning and project based education with a great interest in art. The school will also provide emotional support for their students and families.

## The PARTIES jointly declare:

- 1) That they are aware that all the educational services of the ESCUELA VIVA are provided under the strict modality of "Private Educational Institution", The Parties acknowledge that the educational services provided by COLEGIO EV are not, as such, a constitutional guarantee because it is a paid private institution, not funded, sponsored, or subsidized by the Mexican Government.
- 2) That they are aware that by virtue of the foregoing, the legal relationship has a completely private nature, regulated only by the applicable provisions for Obligations and Contracts between individuals, provided for in the Civil Code, as it is an Independent Provision Contract of Non-Public Educational Services, as well as those provisions applicable exclusively to Private Private Education Institutions provided for in the General Education Law and in the Education Laws of each of the States of the Mexican Republic, respectively.
- 3) hat they are aware that the ESCUELA VIVA is a private School, which is governed by the formally valid laws and regulations issued by the Legislative and Executive Powers, respectively, which govern private education institutions. The provisions that have been issued unilaterally by the Ministry of Public Education, or by any other agency or official of the Federal or State Executive Power, which, without being Law those Regulations formally issued, intend to go further of what is established by the General Education Law and the Education Law of the different States of the Mexican Republic do not apply to ESCUELA VIVA

# 4) Imperative requirements:

- a. The timely payment of each and every one of the schools fees.
- b. The proper delivery of the educational services from ESCUELA VIVA, as well as the respect of the ESCUELA VIVA and its staff towards the Parents and the Students.

ESCUELA VIVA offers educational services, under a Hybrid Study Plan between the Mexican, Spanish and American (US) curriculum, strictly under the standards of quality of ESCUELA VIVA, the which have been explained to the Parents in the personal interview.

The Parents will pay the fees in a timely manner, according to the prices published and updated on our social networks and/or web page for the allocated school year. Said fees will be valid for a full school year.

- a) Registration fee.
- b) Monthly fee (11 months).
- c) Fees for School Transportation, for those students who need the service.
- d) Fees for Students who voluntarily enrol in extracurricular activities at ESCUELA VIVA in person or virtually and in the case of extra curricular activities. All payments must be made within the first 10 days of each month.

ESCUELA VIVA will not raise the school fees within a school year, unless there is an increase in the Consumer Price Index greater than 10% (ten percent) during tor in a cause of force majeure.

For any delay of more than 20 (twenty) calendar days in the payment of any school fee will ESCUELA VIVA will charge an extra 10% of the fee and the possible pause of educational services to the student until all payments are made to ESCUELA VIVA.

For any delay of more than 20 (twenty) calendar days in the payment of any school fee, ESCUELA VIVA will stop providing the educational services permanently, without any responsibility for the latter.

### RIGHTS AND OBLIOGATIONS

The student will receive quality education in accordance with the principles and standards contained in the General Education Law, the Education Law of the different States of the Republic, and the internal guidelines of ESCUELA VIVA.

- 3) The student will participate in all the educational, pedagogical, scientific, cultural, technological, social, sports, recreational and other activities carried out by ESCUELA VIVA. and that are part of the official school activities, as long as they are up to date with their payments.
- 4) The student can participate, prior registration and corresponding payment, in all educational, pedagogical, scientific, cultural, technological, social, sports, recreational and other activities that are provided outside of school at ESCUELA VIVA or on behalf of it.
- 4) Attend to quarterly meeting to get the feedback from teachers and tutors and have access to the digital student file where their daily progress is registered.
- 5) Receive any certifications taken through ESCUELA VIVA if the parents chose to get them trained for the certificates.
- 6) To be heard and have the possibility to request meetings with the teachers and members of ESCUELA VIVA.
- 9) Coordinate jointly with the members of ESCUELA VIVA for the solution of incidents related to the student's education.

- 10) Voluntarily hire additional services such as meals, extracurricular activities, transportation services, books, digital device, etc.
- 14) That the full amount of the registration or re-registration if refunded it's requested two months before the start of the school year; or 50% if it's requested a month before the start of the school year. You will NOT be entitled to a refund once the school year has started.

The refund will be made within 30 calendar days.

EV COLLEGE for each student per school year, which will only cover accidents within the ESCUELA VIVA facilities.

- 16) In the event that a student has any special health condition, request and fill out the medical record provided by the members of the ESCUELA VIVA, so that it can be used to assist emergencies, and safeguard the health of the student. In the event that said medical file is not provided by the Parents, the latter acknowledge that the ESCUELA VIVA and its members cannot be responsible for safeguarding the health of the Student .
- 16) Submit in a timely manner all the documents and information the school requires from the student.
- 17) Respect the intellectual property rights of ESCUELA VIVA, such as distinctive signs, trademarks, domain names, commercial notices, trade names, logos, inventions, industrial designs and copyrights, for which they expressly agree not to use them, exploit, modify, alter or suppress them, either totally or partially, much less request or obtain, inside and outside the United Mexican States, the registration of the same or of any distinctive sign that is identical or similar in degree of confusion to all or any of the intellectual property rights of ESCUELA VIVA.
- 18) The School has sufficiently trained personnel (one full time psychologist and the proper training to all other teachers and support teachers) for the specialized and comprehensive care of kids with special needs and with different capacities derived from any neurological, psychiatric, physical, motor, or any other limitation, including attention deficit and hyperactivity disorders.
- 19) The cost and service of extracurricular activities outside school hours, as well as the dining room service, are provided by ESCUELA VIVA and/or external providers and are at all times optional and will be announced at the beginning of the school year.
- 20) EXCURSIONS AND ACTIVITIES OUTSIDE THE SCHOOL FACILITIES. For the participation of the Students in any type of excursion or activity outside the facilities of ESCUELA VIVA, the Students must always present the original permit, which must be duly signed by one or both Parents, as an essential and mandatory requirement.
- 21) VACATION PERIODS: Vacation periods will be established according to the Mexican school calendar, including its bank holidays and vacations in the months of December and April. The school calendar will run from the beginning of September until the end of July.
- 22) ADDRESSES AND NOTIFICATIONS. Any notification or warning that must be given by the Parties must be made in a reliable manner at the following addresses: 1. SCHOOL:\_CALLE 22 BETWEEN AVENIDAS 45 Y 40, GONZALO GUERRERO 77720, PLAYA DEL CARMEN.
- 23) CONFIDENTIALITY. All information, knowledge, communications and all documents that may be provided between them will be considered as Confidential Information, and must be kept in the strictest secrecy and, therefore, may not be used without prior authorization in writing from the owner. By virtue of the foregoing, the ESCUELA VIVA may not reveal any type

of information about the Parents or the Students, nor the Parents may reveal any type of information about ESCUELA VIVA, any of its employees or members, its other Students, causes of non-compliance with regulations, dismissal, internal procedures, under no circumstances, unless they have express and written consent.