

AGENCY AGREEMENT

THIS AGREEMENT is dated as of the **January 29, 2019** (the “**Effective Date**”). The term of this Agreement (the “**Term**”) shall commence on the Effective Date and shall terminate on **January 28, 2020** unless otherwise terminated or extended in accordance with the provisions of this Agreement.

AMONG:

UNIVERSITY OF NORTHERN BRITISH COLUMBIA, a university in British Columbia established pursuant to the *University Act*, RSBC 1996, c. 468, as amended from time to time

(“**UNBC**”)

AND

Sia Immigration Solutions Inc., a corporation incorporated under the laws of **Canada** with an office located at 246 2 Ave #301, Kamloops, BC V2C 2C9 Canada

(the “**Agent**”)

WHEREAS:

- A. UNBC wishes to attract international students to study on its campuses in Prince George, Quesnel, Terrace, Fort St. John and Prince Rupert in British Columbia, Canada;
- B. the Agent is involved in the business of recruiting prospective post-secondary students as outlined in Schedule “E” (the “**Territory**”); and
- C. UNBC wishes to engage the Agent as its non-exclusive representative in the Territory to recruit such students, and grant to the Agent a non-exclusive royalty-free license to use certain marks of UNBC in connection with such services, upon the terms and conditions hereinafter set out.

NOW THEREFORE in consideration of the mutual covenants and agreements contained herein, the parties hereto agree as follows:

ARTICLE 1
INTERPRETATION

- 1.1 For the purposes of this Agreement, including the recitals and any amendment hereto, the following words and phrases shall have the following meanings:
 - (a) “**Accepted Applicant**” means an Applicant who has received an offer letter for admission to UNBC;
 - (b) “**Admitted Applicant**” means an Accepted Applicant who has paid to UNBC the all deposits and fees as set out in the Calendar, and has provided UNBC with a copy of a

valid study permit issued by Citizenship and Immigration Canada to the Admitted Applicant;

- (c) “**Agent’s Fee**” has the meaning given thereto in Article 5.1;
- (d) “**Agreement**” means this agreement and the schedules hereto;
- (e) “**Applicable Laws**” means, in relation to any person, property, transaction or event, the common law, all applicable provisions, whether now or hereafter in effect, of laws, statutes, rules or regulations, official directives and orders of all federal, provincial, municipal and local governmental bodies and judgments, orders and decrees of all courts, arbitrators, commissions or bodies exercising similar functions in actions or proceedings in which the person in question is a party or by which it is bound or having application to the property, transaction or event in question;
- (f) “**Applicant**” means an International Student who has submitted a completed and fully executed Application to UNBC, and all required non-refundable application fees in effect for the applicable calendar year as set out in the Calendar;
- (g) “**Application**” means an application of an International Student for admission to UNBC;
- (h) “**Business Day**” means a day other than a Saturday, Sunday or other than a day when banks in the Province of British Columbia are not generally open for business;
- (i) “**Calendar**” means the official version of the annual calendar of UNBC as may be found on the UNBC website at <https://www.unbc.ca/calendar/academic-calendar>, as the same may be updated and amended from time to time;
- (j) “**English Language Studies**” means UNBC’s English for Academic Purposes Preparatory program;
- (k) “**Graduate Studies**” advanced academic degrees (i.e. master's and doctoral degrees) with the general requirement that students must have earned a previous undergraduate (bachelor's) degree with a high grade point average.
- (l) “**International Student**” means an individual who is not a Canadian citizen or a Permanent Resident, and who would be assessed the Tuition Fees applicable to international students by UNBC;
- (m) “**UNBC Courses**” means the programs and courses offered at UNBC for study as published in the Calendar;
- (n) “**UNBC Policies**” means all orders, policies, rules, regulations and by-laws of UNBC, as amended from time to time, as may be found on the UNBC website
- (o) “**Marks**” means the trade names and trademarks of UNBC as may be found on the UNBC website at <https://www.unbc.ca/communications/unbc-visual-identity> ;
- (p) “**Material Breach**” means a party’s failure to perform a major part of the contract. The breach is substantial and prevents the contract from being completed or defeats the

purpose of the contract. A non-breaching party is thus no longer obligated to finish their performance under the contract.

- (q) “**Notice Period**” has the meaning given thereto in Article 5.3(b);
 - (r) “**No Refund Period**” means the period of time after which admitted Applicants will not be granted a full or partial refund of applicable tuition fees as published in the Calendar;
 - (s) “**Permanent Resident**” has the meaning given thereto in the *Immigration and Refugee Protection Act*, S.C. 2001, c. 27, as amended from time to time;
 - (t) “**Registrant**” means an Admitted Applicant who has paid all required Tuition Fees and Student Fees and has registered for and attends UNBC Courses through the commencement of the No Refund/Withdrawal Period;
 - (u) “**Services**” has the meaning given thereto in Article 2.2;
 - (v) “**Specialized Programs**” means those programs offered by UNBC International Education including English Language Studies;
 - (w) “**Student Fees**” means the mandatory student fees payable by Admitted Applicants in effect for the applicable Calendar year, as set out in the Calendar;
 - (x) “**Territory**” has the meaning given thereto in Recital B;
 - (y) “**Tuition Fees**” means the fee per credit hour approved by the Board of Governors of UNBC in effect for the applicable Calendar year as well as other Specialized Programs approved by UNBC; and
 - (z) “**Undergraduate Studies**” means all courses as listed in the Undergraduate Calendar..
- 1.2 For the purposes of this Agreement, all references to “Dollars” or “\$” shall mean Canadian funds, unless otherwise specified
- 1.3 The headings of the Articles of this Agreement are inserted for convenience of reference only and shall not in any manner affect the construction or meaning of anything herein contained or govern the rights or liabilities of the parties hereto.
- 1.4 Words importing the singular number only shall include the plural and vice versa and words of gender shall entail all genders, including the neuter gender and words importing persons shall include companies, corporations, partnerships, syndicates, trusts and any number or aggregate of persons.

**ARTICLE 2
APPOINTMENT OF AGENT**

- 2.1 Subject to the terms hereof, the Agent is hereby appointed by UNBC, and the Agent hereby agrees to act, as a non-exclusive agent of UNBC to perform the Services, as defined in Article 2.2 below.
- 2.2 During the Term (including any extension thereof), the Agent shall provide the following services (the "**Services**") to UNBC on the terms and conditions contained in this Agreement:
- (a) the Agent shall use its commercially best efforts to solicit and deliver to UNBC complete and accurate Applications from International Students in the Territory for enrolment at UNBC, and in connection therewith the Agent shall do the following:
 - (i) market and promote the UNBC Courses to potential Applicants in the Territory;
 - (ii) assist each potential Applicant with the completion of their Application;
 - (iii) when deemed necessary by UNBC, arrange for proficiency testing of each Applicant in the English language with qualified persons in accordance with the requirements set out in the UNBC Policies;
 - (iv) assist each Accepted Applicant with securing the authorizations to enter into and study in Canada for the proposed term of enrolment with UNBC, as required by the UNBC Policies and Applicable Laws;
 - (v) provide each Accepted Applicant with sufficient information to adequately prepare them for living and studying in Canada; and
 - (b) subject to Applicable Laws, the Agent shall provide UNBC with ongoing market research and statistics with respect to the placement of International Students from the Territory with post-secondary institutions, as reasonably requested by UNBC from time to time, including without limitation, the Agent shall provide UNBC with the names of the post-secondary institutions for which the Agent provides services similar to the Services.
 - (c) Facilitate UNBC recruitment trips in TERRITORY (including transportation from and to airport, local hotel booking, site visits and other such reasonable services as deemed necessary).
- 2.3 The Agent shall be under no liability for any failure to solicit Applications, provided that the Agent uses its commercially best efforts to obtain such Applications.
- 2.4 In respect of the Services, the Agent shall be responsible and liable for:
- (a) notifying each Applicant of the terms of the UNBC Policies pertaining to International Students studying at UNBC, prior to submitting an Application to UNBC;
 - (b) ensuring that each Applicant has the minimum English entrance requirements in accordance with the UNBC Policies;

- (c) securing from each Applicant and delivering to UNBC such information, certificates, documents, forms and other materials as may be required by the Application and/or the UNBC Policies, including without limitation:
 - (i) the mailing address, email address, telephone number and fax number (if available) of the Applicant in the Territory (other than the addresses or numbers of the Agent);
 - (ii) official transcripts of the Applicant;
 - (iii) the application fee, made payable to UNBC;
- (d) ensuring that each Application delivered to UNBC is complete and accurate, including without limitation, that the Application contains the full legal name, contact information and signature of the Applicant;
- (e) ensuring that all necessary deposits, commitment fees and such other documentation as required by UNBC is delivered to UNBC upon acceptance of an offer for admission to UNBC by an Accepted Applicant;
- (f) advising each Applicant that it is the responsibility of each Registrant to be familiar with the UNBC Policies and the UNBC Courses in which he or she is enrolled, and that by the act of registering, the Registrant agrees to abide by all of the UNBC Policies applicable to the Registrant and the UNBC Courses in which he or she is enrolled;
- (g) ensuring that all Tuition Fees and Student Fees are paid by or on behalf of an Admitted Applicant in accordance with UNBC's policies as stated in the Calendar prior to such Admitted Applicant registering for UNBC Courses; and
- (h) providing such other services as reasonably required by UNBC from time to time in order to carry out the terms and conditions of this Agreement.

**ARTICLE 3
TERM AND TERMINATION**

- 3.1 The Term may be extended upon the parties agreeing to such extension in writing at least 30 days prior to the end of the Term (as the same may be extended).
- 3.2 Either party may terminate this Agreement for any reason by giving 90 days' written notice to the other party of such termination.
- 3.3 Notwithstanding anything herein to the contrary, UNBC may immediately terminate this Agreement at any time upon a material breach of this Agreement by the Agent.
- 3.4 If the Agent is a corporation or a partnership, the Agent agrees that UNBC shall have the right to immediately terminate this Agreement without notice in the event that the Agent effects any change of control without the prior written consent of UNBC, which consent may be unreasonably withheld by UNBC. If the Agent is a corporation, any issue or transfer by any manner of disposition of all or any of the shares in the capital of the Agent shall be deemed to be a change of control for the purposes of this Agreement. If the Agent is a partnership, any issue or transfer by any manner of disposition of all or any of the shares in the capital of a general partner of the Agent shall be deemed to be a change of control for the purposes of this Agreement.
- 3.5 Upon the expiry of the Term (as the same may be extended), all rights granted to the Agent hereunder will be terminated, however, the Agent's obligations in Article 4, Article 11 and Article 13 will continue in full force and effect and the Agent will be liable to UNBC in connection therewith. In all other respects, however, this Agreement will be terminated without recourse by each party against the other and the Agent will, at its sole cost and expense:
- (a) immediately discontinue all use of the Marks or any imitation thereof, either alone or in combination with any work or works or design and thereafter never use the Marks or any confusingly similar marks and variations thereof; and
 - (b) within 30 days of such expiry:
 - (i) return all UNBC-related promotional materials to UNBC;
 - (ii) advise all prospective Applicants in writing to contact UNBC directly; and
 - (iii) provide UNBC with all materials pertaining to the Services, including without limitation, all partial and completed Applications in the Agent's possession.

**ARTICLE 4
LICENSE OF MARKS**

- 4.1 In association with the Services, and subject to the terms and conditions set forth in this Agreement, UNBC grants to the Agent a non-exclusive, royalty-free, license to use the Marks in the Territory for the Term (including any extension thereof).
- 4.2 The Agent acknowledges that UNBC owns all right, title and interest in and to the Marks and the goodwill connected therewith and nothing in this Agreement will give the Agent any right, title or interest in or to the Marks other than pursuant to this Agreement.
- 4.3 The Agent will do nothing inconsistent with UNBC's ownership of the Marks and will not claim adversely to UNBC, or assist any third party in attempting to claim adversely to UNBC, with regards to such ownership.
- 4.4 The Agent will not register or attempt to register any trade name or trademark which, in whole or in part, incorporates or is confusingly similar to the Marks.
- 4.5 The Agent will conduct the Services in association with the Marks in compliance with all Applicable Laws.
- 4.6 All use of the Marks by the Agent in association with the Services will be accompanied by a notice indicating that the Marks are those of UNBC and that the Agent is using the Marks under license.
- 4.7 In the use of the Marks, the Agent will at all times comply with the reasonable requirements of UNBC as to the form and manner in which the Marks are displayed or used, and the Agent will promptly effect any reasonable changes which UNBC may require respecting the Agent's display and usage of the Marks upon receipt of written notification of UNBC.
- 4.8 The Agent agrees that it will not advertise, exploit, promote or otherwise deal in or with the Services in any manner which, in the opinion of UNBC, might adversely affect the goodwill attaching to and symbolized by the Marks, and the Agent will not use any other trademark, trade name, domain name or entity name that would, in the reasonable opinion of UNBC, be confusing with the Marks.
- 4.9 The Agent agrees not to associate any other trademarks, trade names or domain names with the Marks without the prior written consent of UNBC, which consent may be withheld in the sole discretion of UNBC.
- 4.10 The Agent will only undertake those marketing and promotional activities in respect of UNBC which involve the use of the Marks as expressly consented to in writing by UNBC, and in connection therewith, the Agent shall provide UNBC with at least 30 days notice prior to attending an educational fair or similar promotional activity, and at least 14 days notice prior to the Agent publishing any advertisement, which involves the promotion of UNBC Courses and the use of the Marks.

**ARTICLE 5
AGENT'S FEES**

- 5.1 In consideration of the provision of the Services, UNBC agrees to pay to the Agent a fee (the “**Agent’s Fee**”) as set out in Schedule “B” attached hereto, provided that:
- (a) each such Registrant shall have paid their Tuition Fees and Student Fees in full for the UNBC Courses for which they are registered in accordance with the Calendar;
 - (b) each such Registrant shall be admitted to Canada with all necessary visas and permits allowing them to attend UNBC for the duration of the UNBC Courses for which they are registered; and
 - (c) each such Registrant shall not have applied for or received a refund of their Tuition Fees under the applicable UNBC Policies.
- 5.2 The Agent agrees that no Agent’s Fee will be payable by UNBC:
- (a) in respect of Applications submitted by International Students who have previously submitted applications for admission to UNBC;
 - (b) in respect of International Students who are recruited through UNBC’s own recruitment programs; or
 - (c) in respect of any Applications which contain incomplete or inaccurate information.
- 5.3 The Agent’s Fee shall be paid by UNBC to the Agent as follows:
- (a) All invoices should be submitted by the Agent within 14 business days of the last day eligible to receive a partial refund, defined as the No Refund Period each semester, when applicable. This invoice shall include a list of all applicable Registrants and the number of credits for which each such Registrant is registered with UNBC. Agents must use the UNBC invoice template provided to them;
 - (b) UNBC will email the Agent any invoices they revise. Upon receipt of the Statement of Agent’s Fees, the Agent shall have *seven* (7) Business Days (the “**Notice Period**”) to notify UNBC of any errors or omissions with respect thereto;
 - (c) subject to receipt of a notification from the Agent in respect of the Statement of Agent’s Fees within the Notice Period, UNBC shall provide the Agent with the Agent’s Fee;
 - (d) the Agent’s Fees shall be paid by cheque made payable to the Agent or, with the prior written consent of UNBC and at the Agent’s sole cost and expense, to a business account in the name of the Agent by wire transfer; and
 - (e) if the Agent’s Fees are payable by wire transfer, the Agent agrees that it shall be liable to UNBC for an administration fee in the amount of \$25.00.

- 5.4 The Agent, in its sole discretion, may levy a consulting fee to prospective Applicants, provided that this fee is commercially reasonable and the provision or amendment thereof is disclosed to UNBC in advance.
- 5.5 Any other Agent's Fees, as mutually agreed to by UNBC and the Agent, will be set out in a Schedule.

ARTICLE 6
COVENANTS OF THE AGENT

- 6.1 The Agent covenants and agrees with UNBC and undertakes that at all times during the Term (including any extension thereof):
- (a) the Agent shall render performance of the Services to the best of its ability and in a competent and professional manner at all times;
 - (b) the Agent shall uphold the reputation of UNBC and the Canadian Education System and shall abide by all of the UNBC Policies, including without limitation, the Code of Ethics for Agents of UNBC, a copy of which is attached hereto as Schedule "C";
 - (c) the Agent shall at all times comply with and conduct itself in accordance with all Applicable Laws relating to or in any way affecting this Agreement and the performance of the Services hereunder, including without limitation, the *Freedom of Information and Protection of Privacy Act*, R.S.B.C. 1996, c. 165, the *Privacy Act*, R.S. 1985, c. P-21, the *Personal Information Protection and Electronic Documents Act*, 2000, c. 5, as the same may be amended from time to time, and all such other Applicable Laws pertaining to the protection of personal information;
 - (d) unless otherwise provided in this Agreement, the Agent shall not, without the prior written consent of UNBC, make any statements or representations or enter into any contract or commitment in the name of or on behalf of UNBC, or bind UNBC in any manner or respect whatsoever;
 - (e) the Agent shall strive to the best of its ability to meet the Performance Goals and Priority, mutually agreed by both parties, a copy of which is attached hereto as Schedule "D";
 - (f) the Agent shall familiarize itself with the UNBC Courses and the services provided by UNBC to its Registrants, as the same may be amended from time to time;
 - (g) the Agent shall use its best efforts to attend training sessions offered by UNBC in the Territory;
 - (h) the Agent shall provide UNBC with evidence of its authority to act on behalf of each Applicant and it shall provide UNBC with evidence of its existence and status thereof as a sole proprietor, corporation or partnership, as applicable, in the Territory, at any time during the Term upon request by UNBC;

- (i) the Agent shall only provide UNBC with Applications in respect of those Applicants for which the Agent has legal authority to act;
- (j) the Agent shall employ at least one person at the address set forth in Article 14.1(b) who is fluent in spoken and written English who will be available to correspond with UNBC from time to time, as required hereunder;
- (k) the Agent shall forward all documentation delivered to it by UNBC which is addressed to the attention of an Accepted Applicant within three Business Days of acquiring receipt thereof, at the Agent's sole cost and expense;
- (l) the Agent shall provide UNBC with all travel information, including without limitation, expected arrival date and time, pertaining to the arrival of each Admitted Applicant to Canada for study at UNBC at least seven days prior to each such Admitted Applicant's arrival in Canada; and
- (m) the Agent shall promptly notify UNBC in writing of the full particulars of any material change, actual, anticipated or threatened, in any of the representations and warranties contained in Article 7.

ARTICLE 7 REPRESENTATIONS AND WARRANTIES OF THE AGENT

- 7.1 The Agent represents and warrants to UNBC, and hereby acknowledges that UNBC is relying on such representations and warranties in entering into this Agreement, as follows:
- (a) if the Agent is a corporation, the Agent has been duly incorporated and organized and is valid and subsisting and in good standing under the laws of its jurisdiction of incorporation and has all the requisite corporate power and capacity to carry on its business as now conducted and as presently proposed to be conducted;
 - (b) if the Agent is a partnership, the Agent has been duly formed and validly exists under the laws of its jurisdiction of formation and has all the requisite partnership power and capacity to carry on its business as now conducted and as presently proposed to be conducted;
 - (c) if the Agent is a sole proprietor, the Agent has been duly registered under the laws of the Territory, if such registration is required to conduct the Services, and has all the requisite power and capacity to carry on its business as now conducted and as presently proposed to be conducted;
 - (d) the Agent has full power and authority to enter into this Agreement and to perform its obligations set out herein and this Agreement has been duly authorized, executed and delivered by the Agent and constitutes legal, valid and binding obligations of the Agent enforceable in accordance with its terms;
 - (e) the Agent has the necessary knowledge, skills, and experience to provide the Services;

- (f) the Agent has reviewed and understands the UNBC Policies;
- (g) the execution and delivery by the Agent of this Agreement and the performance of its obligations hereunder will not result in any breach or violation of, be in conflict with or constitute a default under any term or provision of the constating documents of the Agent, any shareholders' or directors' resolutions of the Agent, or any agreement to which the Agent is a party or by which the Agent or any of its property is bound; and
- (h) other than as contemplated herein, no further approval, authorization, consent or other order of any governmental authority is required in connection with the execution, delivery or performance by the Agent of this Agreement.

ARTICLE 8 REPRESENTATIONS, WARRANTIES AND COVENANTS OF UNBC

- 8.1 UNBC covenants, represents and warrants to the Agent, and hereby acknowledges that the Agent is relying on such covenants, representations and warranties in entering into this Agreement as follows:
- (a) UNBC is authorized to enter into this Agreement and be bound by its terms;
 - (b) UNBC is not bound by the terms of any agreement which would limit, restrict or conflict with its obligations herein;
 - (c) UNBC holds all right, title and interest in and to the Marks;
 - (d) UNBC possesses all relevant permissions, consents, authorities and licenses to grant the rights set out herein;
 - (e) UNBC shall provide the Agent with sufficient access to all information pertaining to UNBC, and all amendments thereto, as deemed necessary by UNBC, in its sole discretion, to enable the Agent to provide the Services;
 - (f) UNBC shall give due consideration to all completed Applications delivered by the Agent for admission by International Students to the applicable UNBC Courses, in its sole and unfettered discretion, and shall have no obligation to accept any such Applications; and
 - (g) UNBC shall provide the Agent with the contact information of a designated representative to assist the Agent with any questions or concerns that may arise in respect of the provision of the Services.
 - (h) UNBC reserves the right to conduct a review of the Agent's Performance Goals outlined in Schedule "D" throughout the Term of this Agreement. . Failure to meet the mutually agreed upon outcome will be evaluated on a case by case basis. Multiple failures to meet the Performance Goals in this Schedule is considered a material breach of this Agreement by the Agent and will be processed according to Article 3.3.

- (i) In consultation and notification to the Agent, UNBC reserves the right to initiate and modify the Performance Goals outlined in Schedule “D” at any time during the Term of this Agreement in accordance to the University’s enrolment goals.

ARTICLE 9 EXCLUSIVITY

- 9.1 It is understood and agreed that the Agent is appointed hereunder on a non-exclusive basis and that this Agreement shall not prevent UNBC from appointing other agents in the Territory or otherwise to provide services of a same or different nature as the Services.
- 9.2 It is understood and agreed that this Agreement shall not prevent the Agent from providing services of a same or different nature as the Services to any other post-secondary institution in the Territory or otherwise, whether as an agent, independent contractor, sole proprietor, shareholder, director, officer, employer or employee, or in any other capacity subject to the proviso that such activity shall not interfere or conflict with the fulfillment of the Agent’s obligations to UNBC hereunder.

ARTICLE 10 SUB-AGENTS/ASSIGNMENT

- 10.1 The Agent may not delegate any part of his duties or assign or transfer any of his rights or obligations under this Agreement without the prior written consent of UNBC, which consent shall be in UNBC’s sole and absolute discretion, and provided that any such assignee or transferee agrees in writing to be bound and obligated by the terms of this Agreement. Any attempted delegation or assignment by the Agent without such consent will:
 - (a) constitute a breach of this Agreement; and
 - (b) will be void and of no force or effect.
- 10.2 If the Agent retains a sub-agent, the Agent, in its sole discretion, may pay such sub-agent a fee as may be agreed among them, but in no event shall UNBC be required to pay any fees in excess of the Agent’s Fee.
- 10.3 Notwithstanding any assignment or transfer, the Agent shall remain fully liable under this Agreement and shall not be released from performing any of the terms, covenants and conditions of this Agreement during the Term and any renewal terms.
- 10.4 The consent by UNBC to any assignment of this Agreement shall not constitute a waiver of the necessity for such consent to any subsequent assignment; and
- 10.5 UNBC shall be entitled to assign and/or transfer any of its rights and/or obligations under this Agreement to any other person without the consent of the Agent.

**ARTICLE 11
INDEMNITY**

- 11.1 The Agent shall be responsible for the payment of all levies, assessments, and payments required to be made in respect of its business, and in particular, the performance of the Services, including, without limitation, all income taxes, sales tax and other taxes, as applicable, and all payroll deductions, and the Agent shall indemnify and save UNBC harmless in respect of all costs, expenses, charges and liabilities of such or any other kind which may be levied or assessed against the Agent in connection therewith.
- 11.2 The Agent shall indemnify, defend and save UNBC and its affiliates, Board of Governors, directors, officers, partners, employees and agents harmless from and against all actual or threatened claims, actions, losses, expenses, costs or damages of every nature and kind whatsoever which the Agent or any of its respective officers, employees or agents may now or any time hereafter suffer or incur arising out of or in connection with or as a result of, directly or indirectly, the violation, contravention or breach by the Agent of any term or condition of this Agreement.

**ARTICLE 12
ARBITRATION**

- 12.1 The parties shall endeavour to settle amicably by mutual discussions any disputes, differences, or claims whatsoever related to this Agreement.
- 12.2 Failing such amicable settlement, any disagreement or dispute between the parties with respect to this Agreement or interpretation, shall be finally settled by arbitration to be conducted by a single arbitrator pursuant to the provisions of the *Commercial Arbitration Act*, R.S.B.C. 1996, c. 55, as amended from time to time, and the determination of such arbitrator will be final and binding upon the parties. For the purposes of the arbitration, the rules of the B.C. Arbitration and Mediation Institute will apply and the arbitration will be held in the Lower Mainland region of British Columbia.

**ARTICLE 13
CONFIDENTIALITY**

- 13.1 Subject to Applicable Laws, the Agent shall treat as confidential, and will not publish, release or disclose or permit to be published, released or disclosed, the terms and conditions of this Agreement and any information supplied to, obtained by, or which becomes known to the Agent as a result of this Agreement, without the prior written consent of UNBC, except as such publication, release or disclosure is necessary for the Agent to fulfill its obligations hereunder.

**ARTICLE 14
NOTICES**

14.1 All notices, demands or other communications to be given in connection with this Agreement will be given in writing (including facsimile transmissions) to UNBC or the Agent at the following addresses or at such other address as any party designates for itself and all notices will be effective upon actual receipt:

(a) to UNBC at:

University of Northern British Columbia
3333 University Way
Prince George, British Columbia, V2N 4Z9
Attention: International Education
Email: agent@UNBC.ca
Facsimile: (250) 960-5120

(b) to the Agent at:

Sia Immigration Solutions Inc.
246 2 Ave #301, Kamloops, BC V2C 2C9 Canada
Email: mkj@siaimmigration.com
Phone: +1 (778) 257-5508
Contact: Ms. Manpreet Joshi, Director

**ARTICLE 15
FORCE MAJEURE**

15.1 UNBC shall not be liable for any damage, breach of contract, or breach of covenant contained in this contract, due to causes beyond control of the UNBC, and in particular, (but not so as to restrict the generality of the foregoing) it shall not be liable for damages or breach caused by act of God, acts of military or civil authorities, war, riot or civil disobedience, fire, explosion, strikes, lock outs or other labour unrest, including picketing, (whether lawful or not), nor shall it be liable for damages or breaches of covenant or contract caused by its being unable to obtain labour, materials, or facilities, and UNBC shall not, in any event, under any circumstances whatever, be liable for consequential damage or special damages to any person arising by reason of any of the aforesaid matters.

15.2 In any event, should UNBC be of the opinion that this Agreement cannot continue due to circumstances beyond its control and jurisdiction, it shall thereupon be, at the option of UNBC, terminated and at an end and no action of any sort shall be taken against UNBC as a result thereof.

**ARTICLE 16
MISCELLANEOUS**

- 16.1 Time shall be of the essence with respect to the terms and conditions of this Agreement.
- 16.2 This Agreement contains the entire agreement between the parties with respect to the subject matter contained herein and supersedes all prior oral and/or written communication, representations, understandings, or agreements.
- 16.3 Should any part of this Agreement be void or unenforceable for any reason whatsoever, such part shall be severable and the remainder of the Agreement shall remain in full force and effect.
- 16.4 This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.
- 16.5 No amendment or variation of the provisions of this Agreement shall be binding upon either of the parties unless it is evidenced in writing and executed by each of the parties.
- 16.6 Neither party shall be liable for, and are excused from any failure to deliver or perform or for delays in delivery of performance due to Force Majeure.
- 16.7 In giving effect to this Agreement, neither party shall be or be deemed to be an employee of the other and nothing in this Agreement shall constitute a partnership or joint venture between the parties.
- 16.8 Each party will, at its own expense, do such further acts and execute and deliver such further documentation as is necessary to give full effect to this Agreement and each provision hereof.
- 16.9 This Agreement is deemed to be made under, governed by and construed in accordance with, the laws of the Province of British Columbia and the laws of Canada applicable therein. The parties irrevocably submit to the jurisdiction of the courts of the Province of British Columbia for all matters arising out of or relating to this Agreement.
- 16.10 This Agreement may be executed in separate counterparts by the parties and each counterpart shall when executed and delivered be an original document, but all counterparts shall together constitute one and the same instrument. Executed copies of the signature pages of this Agreement sent by facsimile or transmitted electronically in either Tagged Image Format Files (TIFF) or Portable Document Format (PDF) shall be treated as originals, fully binding and with full legal force and effect, and the parties waive any rights they may have to object to such treatment, provided that this treatment shall be without prejudice to the obligation of the parties to exchange original signatures as quickly as practicable after execution of this Agreement, but failure to do so shall not affect the validity, enforceability or binding affect of this Agreement.

SIGNED AND DATED on behalf of the University of Northern British Columbia:




Dr. Dan Ryan
Provost and Vice President Academic

Date: FEB 13 2019




Leonel Roldán-Flores
Director of International Education

Date: FEB 11/19



SIGNED AND DATED on behalf of the
Sia Immigration Solutions Inc.:

Date: 05/02/2019



Mr. Munish Joshi, Founder and Managing Director

Date: 05/02/2019

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the day and
year first above written.

**SCHEDULE “A”
MARKS**



The above marks are for reference only. Please contact the UNBC International Education for hi-resolution electronic copies.

**SCHEDULE “B”
AGENT’S FEES**

UNBC and the AGENT agree that the AGENT shall be entitled to a commission in Canadian dollars per student upon a full tuition payment received by UNBC from September 1 to August 31 as follows:

- **English Language Studies (ELS):** 20% two-term Tuition Fees.
- **Undergraduate Studies direct entry and ELS graduates:** 15% first and second term Tuition Fees; 8% third and fourth term Tuition Fees;
- **Graduate Studies:** 10% of two-term net Tuition Fees for direct entry;
- **Other Specialized Programs:** Outlined in Schedule(s) when applicable

The maximum amount of the fees payable to the Agent for any given Registrant is capped at 60 credit hours, exclusive of credit hours earned from ELS and transfer credits, regardless of the number of credit hours of study such Registrant is enrolled in at UNBC during the first through fourth term.

Any other arrangements between the Agent and UNBC for fees for services similar to the Services, but applicable to programs such as short term programs, group programs, dual institutional projects, etc. will be covered by a separate agreement or an amendment to this Schedule.

**SCHEDULE “C”
CODE OF ETHICS OF AGENTS**

1. Agents will conduct themselves with integrity and in a manner that reflects positively on their profession and on University of Northern British Columbia.
2. Agents will at all times work in cooperation with the staff and management of University of Northern British Columbia in all matters pertaining to the enrolment of international students.
3. Agents will promote themselves and University of Northern British Columbia ethically and to a high standard of professionalism. Agent activities shall not bring discredit to themselves, University of Northern British Columbia or the Canadian education system.
4. Agents will be honest and disclose full information in correspondence and communications with students, parents, University of Northern British Columbia, Canadian government agencies and other relevant parties. All information must be disseminated in a timely manner and be capable of being substantiated.
5. Agents will promote University of Northern British Columbia, its programs and services truthfully and fairly. Agents will avoid negative comments towards or comparisons of other institutions.
6. Agents will act in the best interests of students, parents, University of Northern British Columbia, Canadian governing authorities and other relevant parties at all times.
7. Agents will follow any and all industry regulations and comply with all applicable laws and policies.
8. Agents will gain permission and approval by University of Northern British Columbia for any promotional activities and/or materials where the University of Northern British Columbia name, logos and/or property are used.
9. Agents will familiarize themselves with University of Northern British Columbia, its programs and services, and admission and referral procedures.
10. Agents will disclose all agent service fees and University of Northern British Columbia fees to potential students, their families and other relevant parties before engaging in any referral process. The agent will not charge service fees unreasonably to clients and will disclose a full list of their services fees to University of Northern British Columbia.

**SCHEDULE “D”
PERFORMANCE GOALS and PRIORITY**

In accordance to Article 6.1 (e), UNBC and the AGENT agree that the AGENT shall, in its best commercial ability, meet the following Performance Goals for each Program of Studies area.

Program of Studies/ Number of Registrant	English Language Studies	Undergraduate Studies	Graduate Studies (Course Based, including without limitation: MBA)	Graduate Studies (Research Based)
Number of Registrant per Academic Year	5	20	15	
Actual Number of Registrant per Academic Year				

**SCHEDULE “E”
RECRUITING COUNTRIES**

This schedule outlines the countries the Agent is involved in the business of recruiting prospective post-secondary students. Canada and countries listed herein are part of the Territory.

List of Countries:

- India
- Sri Lanka
- Bangladesh
- Pakistan
- Nigeria