

# Vancouver Career College (Burnaby) Inc.

Suite 360 - 13401 108<sup>th</sup> Avenue  
Surrey, BC  
V3T 5T3, Canada

Telephone: 604 915 7288  
Facsimile: 604 915 7290

## CONTRACT OF REPRESENTATION

This agreement dated **08 Nov 2018** (Date Agreement Signed)

Between **Vancouver Career College (Burnaby) Inc., O/A** and **Sia immigration solutions inc.**  
"CDI College"  
"Vancouver Career College"  
"Visual College of Art & Design"  
"PCU College of Holistic Medicine"

Suite 360 – 13401 108<sup>th</sup> Avenue  
Surrey, BC  
V3T 5T3, Canada  
Tel: 604.915.7288  
Fax: 604.915.7290

**246 2 Ave #301**,  
**Kamloops BC**  
**V2C 2C9, Canada**  
**+1 (778) 257-5508**

### WHEREAS:

- (a) Vancouver Career College (Burnaby) Inc. grants the right to solicit students for the programs offered by affiliated schools of Vancouver Career College (Burnaby) Inc., as per above.
- (b) Agent may be informed of any developments related to change of existing programs and introduction of new programs, joint ventures and/or articulation agreements with other institutions.

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by both parties, the parties agree as follows:

#### **1. Responsibilities of Agent:**

- (a) Vancouver Career College (Burnaby) Inc. pays the Agent 25% (Inclusive of all applicable taxes) of the net tuition received for each international student referred by the Agent who enrolls, begins his/her education, and remains enrolled and actively attends an affiliated school of Vancouver Career College (Burnaby) Inc. for a period of at least 30 days. An international student is a person who is not a Canadian citizen or a landed immigrant or who has not been determined under the Immigration Act to be a Convention Refugee. As such, an International student would require a proper study permit that must be

INITIAL BY AGENT MJ

secured prior to starting. In all other cases (Canadian Citizens and Permanent Residents), Vancouver Career College (Burnaby) Inc. will pay the Agent 10% (Inclusive of all applicable taxes) of the net tuition received.

- (b) Agent shall accurately present the schools and programs of schools affiliated with Vancouver Career College (Burnaby) Inc. to the prospective students, their parents and any interested parties.
- (c) Agent shall be familiar with, and strictly adhere to, the applicable government regulation and/or accreditation requirements with respect to the recruitment and admission of international students.
- (d) Agent shall interview prospective students and gather information regarding the student's:
  - Academic background.
  - English language proficiency.
  - Financial ability to meet all costs associated with securing a post-secondary education in Canada.
- (e) Agent should provide assistance to prospective students and their families in making application to Vancouver Career College (Burnaby) Inc. and in advising about visa eligibility and obtaining the study permit (if required) to study in Canada. Agents should review application materials for accuracy and submit all credentials, forms, and application and assessment fees on behalf of the applicant. **All application forms MUST bear Agent's stamp/seal.**
- (f) Additional responsibilities may include:
  - Ensuring all students have proper medical insurance/coverage.
  - Assisting students, where necessary, in obtaining airline tickets and travel advice.
  - Communicating with Vancouver Career College (Burnaby) Inc. Admissions the transportation details, specifically arrival date, of enrolled student.

## **2. Status and Authority of the Agent:**

- (a) Agent is not an employee of Vancouver Career College (Burnaby) Inc. or any related entity.
- (b) Agent has no authority to offer admission to any prospective student or to enter into any legally binding agreement, whatsoever, on behalf of Vancouver Career College (Burnaby) Inc.; admissions to Vancouver Career College (Burnaby) Inc.'s programs can only be granted by Vancouver Career College (Burnaby) Inc. through its admissions process and all decisions regarding the admission of students are the sole prerogative of Vancouver Career College (Burnaby) Inc.
- (c) Agent has no authority to commit affiliated schools of Vancouver Career College (Burnaby) Inc. to any contract or obligation of any kind.

## **3. Printed Materials and Advertisements:**

All promotion on behalf of Vancouver Career College (Burnaby) Inc. must be conducted in a truthful and ethical manner by the Agent. Moreover, in the recruitment of students under this Agreement, Agent shall use only those brochures, advertisements and other promotional materials that are either provided or approved by Vancouver Career College (Burnaby) Inc. for that purpose. All materials produced by Vancouver Career College (Burnaby) Inc. are trademarked and are the property of Vancouver Career College (Burnaby) Inc.; reproduction of Vancouver Career College (Burnaby) Inc. materials by any means, including the translations of Vancouver Career College (Burnaby) Inc. materials, is strictly prohibited without the prior express written consent of Vancouver Career College (Burnaby) Inc..

Should the Agent wish to create their own marketing materials in order to advertise programs offered by affiliated schools of Vancouver Career College (Burnaby) Inc., Vancouver Career College (Burnaby) Inc. must approve those in writing prior to them being released to the public.

**4. Processing of Applications:**

Vancouver Career College (Burnaby) Inc. shall use good faith efforts to send out to Agent notice of the admissions decision within forty-eight (48) hours after the school has received a complete enrollment package. Vancouver Career College (Burnaby) Inc. agrees to pay Agent commission as outlined in this agreement and as in relation to each student's enrollment (see #17 for details).

**5. Laws and Regulations:**

- (a) Agent agrees to abide by provincial and federal laws and standards with respect to fair marketing principles, and further agrees to be responsible for and to indemnify and save harmless Vancouver Career College (Burnaby) Inc. from any loss or claim that is the result of Agent's failure to abide by these laws or standards.
- (b) Agent is responsible for being fully knowledgeable about, and compliant with, all applicable laws, regulations, policies, procedures, customs, and cultural attributes of the country or countries in which Agent operates under this Agreement.
- (c) Agent must have a valid business license and must maintain one to be granted a contract of representation with Vancouver Career College (Burnaby) Inc.

**6. Statement of Refund Policy:**

Vancouver Career College (Burnaby) Inc. applies student tuition refund policies established in applicable provincial and federal government regulations, which are subject to change.

**7. Expenses:**

All expenses incurred by Agent in connection with the activities of Agent under this Agreement are the sole responsibility of Agent unless approved in writing in advance by management of Vancouver Career College (Burnaby) Inc..

**8. Non-Exclusivity:**

Vancouver Career College (Burnaby) Inc. retains its right to engage more than one agent to provide services to prospective students in the same geographic area.

**9. Term:**

This Agreement shall be in effect when signed by and delivered to both parties. The duration shall be for a term of one (1) year from the date the Agreement was signed. The Agreement may be extended by the mutual, written agreement of both parties. Otherwise the Agreement shall expire on the anniversary of the effective date.

**10. Termination of Contract:**

- (a) Either party may terminate this Agreement by providing thirty (30) days advance written notice to the other party of their intention to terminate this Agreement;
- (b) Agent shall receive the appropriate compensation as provided in this Agreement for any prospective student referred by Agent who has filed a completed application, paid a deposit under this Agreement on or before the termination date, if that student thereafter attends the classes;
- (c) Following termination, Agent shall not print or distribute advertising materials promoting Vancouver Career College (Burnaby) Inc.

**11. Due Care and Ethical Practice:**

- (a) Agent shall conduct themselves with due care and reflect high ethical practice and standards. Agents that, in the opinion of Vancouver Career College (Burnaby) Inc., have acted contrary to ethical business practice including, but not limited to, the Code of Ethics (attached) or contrary to any accreditation or regulatory requirements under Canadian law may, in Vancouver Career College (Burnaby) Inc.'s absolute discretion, be subject to the immediate termination of this Agreement.
- (b) The Agent agrees to save, protect, hold harmless and indemnify Vancouver Career College (Burnaby) Inc. for any loss, damages, or adverse impact that results from any failure of the Agent to abide by the code of ethics, failure to act with due care, including any failure of Agent to abide by the applicable Canadian consumer protection, accreditation or regulatory requirements.

**12. Notices:**

Any notice or other communication under this Agreement shall be considered effective if it is in writing and is either delivered in person or properly sent by fax, e-mail, courier service or registered mail to the respective parties at the address provided herein unless notice of a different address has been previously given. Agent and Vancouver Career College (Burnaby) Inc. shall immediately apprise the other of any change in address.

**13. Assignment and Delegation by Agent:**

None of the rights, privileges or obligations of Agent may be assigned or transferred at any time without the prior written consent of Vancouver Career College (Burnaby) Inc. Agent may delegate the performance of specific duties, but Agent shall remain fully responsible for the full performance of this Agreement.

**14. Interpretation of Agreement:**

This Agreement shall be interpreted in accordance with the laws of British Columbia, Canada.

**15. The Agent is not an Employee:**

For greater certainty, Agent is not an employee or representative of Vancouver Career College (Burnaby) Inc. and has no authority to bind or assume any responsibility, liability, debt or obligation, whatsoever, on the behalf of Vancouver Career College (Burnaby) Inc..

**16. Entire Agreement:**

This Agreement, including the attached Code of Ethics, constitutes the entire understanding of the parties with respect to the subject matter, and supersedes all other prior or contemporaneous, written or oral, promises and recruitments of any kind.

**17. Compensation for Agents:**

Agent agrees that no fees shall be charged to any student in relation to this agreement and/or attendance at any Vancouver Career College (Burnaby) Inc. school, except as agreed to in writing by Vancouver Career College (Burnaby) Inc. The sole and exclusive obligation of Vancouver Career College (Burnaby) Inc. to pay Agent is as follows:

- (a) After student has completed and signed a student Enrollment Agreement and completed payment of required Registration/Application fee and has met all necessary admissions requirements to receive Acceptance, Agent shall be notified by Vancouver Career College (Burnaby) Inc. of a successful enrollment, but no fees shall be paid to the Agent at this time.
- (b) In the event that a student does not start studies at Vancouver Career College (Burnaby) Inc., or withdraws/is withdrawn from the program prior to starting school, the Agent shall not be eligible for any fees.
- (c) In the event a student withdraws or is dismissed from the program after starting the program and within the first 30 calendar days of the program start date, the Agent shall not be eligible for any fees.
- (d) In the event a student withdraws or is dismissed from the program after starting the program and staying in the program for a minimum of 30 calendar days and where the institution is required by legislation to provide a refund to the student, and where Vancouver Career College (Burnaby) Inc. has paid Agent a referral fee, Agent shall reimburse Vancouver Career College (Burnaby) Inc. for the fees paid to Agent for the student in question, less the amount of tuition fees not refunded to student by Vancouver Career College (Burnaby) Inc. (see Student Enrollment Agreement-Tuition Refund Policy).
- (e) All referral fees are payable in Canadian dollars only.
- (f) In the case whereby a student enrolled by Agent fails to successfully complete a program of study in which Agent enrolled the student, and therefore must repeat a program of study, no additional fee may be collected or is payable by Vancouver Career College (Burnaby) Inc. to Agent for the repeated program(s) of study.

**ACCEPTED AND AGREED:**

Signed on behalf of **Vancouver Career College  
(Burnaby) Inc..**

Name: \_\_\_\_\_  
Nirmala Subramanian

Signature: \_\_\_\_\_  

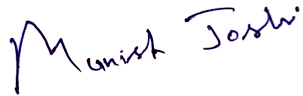

Title: \_\_\_\_\_  
Registrar

Date: \_\_\_\_\_  
November 8, 2018

**Note:** *Code of Ethics for Agents attached and  
forms part of this Agreement.*

Signed on behalf of **Agent:**

Name: **MUNISH JOSHI**  
\_\_\_\_\_

Signature: \_\_\_\_\_  


Title: **Founder and Managing Director**  
\_\_\_\_\_

Date: **08 November 2018**  
\_\_\_\_\_

## Code of Ethics for Agents

Agents agree to conduct themselves respecting the highest level of professionalism, competence, integrity and ethical business conduct and adhere to the points below:

- Agent's must have a valid business license. Agent must be properly registered and licensed with civic, provincial and federal authorities, where applicable. If Agent fails to abide by this policy, then contract shall be subject to termination.
- To exercise truth, accuracy and integrity in all aspects of the promotion of Vancouver Career College (Burnaby) Inc.; to act in accordance with ethical industry and business practices, including respecting the applicable consumer protection, human rights, nondiscrimination, immigration, privacy and related government legislation and regulations.
- To accurately and honestly represent Vancouver Career College (Burnaby) Inc. and its program offerings.
- To maintain liability insurance.
- To be familiar with, and respect applicable government and accreditation regulations, including the prohibition of representing that the successful completion of a program guarantees employment or that admission guarantees government student financial assistance.
- To keep confidential to Vancouver Career College (Burnaby) Inc. during, as well as after, the termination of this agreement, all Vancouver Career College (Burnaby) Inc. marketing, enrollment, recruitment and related materials, business information, strategies, data, student lists or any proprietary information or other information disclosed on the understanding that the material is confidential. Under no circumstance disclose any information, including but not limited, as set out above, acquired during the term of this agreement with Vancouver Career College (Burnaby) Inc. to any other person or party without the express permission of Vancouver Career College (Burnaby) Inc.
- To respect Vancouver Career College (Burnaby) Inc.'s copyright and trademark rights.
- To be of good character and reputation and to conduct themselves in a manner that shall not adversely impact, directly or indirectly, the reputation of Vancouver Career College (Burnaby) Inc.
- That for greater certainty, Agent is not an employee, agent or representative of Vancouver Career College (Burnaby) Inc. and has no authority to bind or assume any responsibility, liability, debt or obligation on the behalf of Vancouver Career College (Burnaby) Inc.
- To not engage in any practice of providing unapproved incentives or of any kind to potential students to attend Vancouver Career College (Burnaby) Inc. without the consent of Vancouver Career College (Burnaby) Inc., including but not limited to, discounting of school tuition, through referral fees, or trade of goods or services unrelated to supporting the student's educational needs.
- To abide by all relevant accreditation, registration requirements including acknowledgement that this agreement may be reviewed by authorized accreditation and/or regulatory authorities.

Failure to adhere to the code of conduct shall result in the immediate termination of all agreements between Vancouver Career College (Burnaby) Inc. and Agent and may result in unpaid commissions being retained by Vancouver Career College (Burnaby) Inc..