

Contract for Services

Between:

Learningwise Education Inc., dba University Canada West

(the "University")

And:

Sia Immigration Solutions

(the "Representative")

WHEREAS:

- A. The University is a private university with its campus located in Vancouver, British Columbia, Canada;
- B. The University offers a range of educational courses and programs to local and international students;
- C. The Representative is in the business of recruiting international students who seek to enrol in educational courses and programs at educational institutions such as the University;
- D. The University has agreed to engage the Representative to provide it with services pursuant to the terms described in this Contract, and the Representative has agreed to such engagement;

NOW THEREFORE THIS CONTRACT WITNESSES THAT in consideration of the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by both parties, the University and the Representative agree as follows:

1. Interpretation and Definitions

- 1.1 The headings of the clauses in this Contract are for the purpose of convenience of reference only, and shall not be used in the interpretation of, or to modify or amplify, the terms of this Contract or any clause hereof.
- 1.2 In this Contract, the following definitions shall apply:



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- (a) **“Applicable Privacy Laws”** means any laws governing the collection, use, disclosure protection or Processing of Personal Information or data about or concerning an identifiable individual that are applicable to the Services within any jurisdiction in which the Services are provided, including Canada;
- (b) **“Contract”** means this Contract and the Schedules hereto;
- (c) **“Contact Information”** means information to enable an individual at a place of business to be contacted, and includes the name, position name or title, business telephone number, business address, business email or business fax number of the individual;
- (d) **“Group”** means any associated company of the University, any partnership in which the University is a partner, any company which is a subsidiary company of the University, any company which is a holding company of the University (whether majority holding or otherwise), any company which is a subsidiary of or is controlled by such holding company, any division of such holding company and/or any joint venture company of which the University or such holding company is a shareholder;
- (e) **“Personal Information”** has the meaning set out in clause 13.2 of this Contract;
- (f) **“Parties”** means the parties to the Contract and the term **“Party”** shall mean each of them; and
- (g) **“Processing”** means the collection, use, disclosure, protection, retention and/or destruction of Personal Information, and includes any operation or set of operations which is performed on Personal Information or on sets of Personal Information, whether or not by automated means, such as collection, recording, organization, structuring, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available;

2. Engagement and Services

- 2.1 The University agrees to engage the Representative pursuant to the terms and conditions described in this Contract, and the Representative hereby agrees to such engagement.
- 2.2 During the term of this Contract, the Representative shall provide the services described in Schedule “A” (the **“Services”**).



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3. Term

- 3.1 The term of this Contract shall commence on **23/10/2019** (the “Effective Date”), and shall continue indefinitely, unless and until this engagement is terminated pursuant to the terms of this Contract.

4. Nature of Engagement

- 4.1 This is a contract for services. The Representative acknowledges and agrees to provide the Services to the University as an independent contractor and not as an employee, agent or partner of the University. Nothing in this Contract or in the conduct of the Parties in relation to this Contract shall be deemed or construed as creating any relationship (whether as employer/employee, agency, joint venture, association or partnership) except as expressly agreed in this Contract.
- 4.2 The Representative shall not represent the University and/or the Group in any capacity whatsoever, or bind the University and/or the Group orally or in writing to any legal obligation, except as expressly agreed in this Contract.

5. Non-Exclusivity

- 5.1 The Representative is engaged by the University to provide the Services on a non-exclusive basis.
- 5.2 For the avoidance of doubt:
- (a) the University may engage other contractors to provide it with student recruitment services; and
 - (b) the Representative may provide student recruitment services to other educational institutions during the term of this Contract, provided that any such services do not interfere or conflict with the Representative’s obligations under this Contract.

6. Representative’s Obligations

- 6.1 During the term of this Contract, the Representative shall:
- (a) ensure that the Services are provided in a competent, timely and professional manner;



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- (b) ensure that all any and all persons whom the Representative employs or engages to provide the Services (the **"Representative's Personnel"**) have the required qualifications, skills and experience to provide the Services, and are properly trained, instructed and supervised by the Representative;
- (c) supply any equipment or tools the Representative may require to provide the Services;
- (d) be responsible for paying all expenses pertaining to the operation of the Representative's business, other than expenses pre-approved by the University in connection with the Services;
- (e) not engage in any conduct which may have the effect of bringing the University's and/or the Group's name into disrepute;
- (f) comply with the University's and the Group's policies and procedures pertaining to the Services, including the University's Code of Conduct for Educational Agents which is attached as Schedule "C" to this Contract;
- (g) comply with all statutory and/or other legal obligations pertaining to the provision of the Services;
- (h) complete and provide all records, reports and information pertaining to the Services as the University may reasonably require, including but not limited to all records, reports and information requested by the University for the purpose of determining and/or calculating any commission payments under this Contract; and
- (i) in a timely manner, in accordance with clause 9.3(b), verify and confirm in writing account statements received from the University to permit the University to finalize and process commission payments to the Representative.

7. University's Obligations

7.1 During the term of the Contract, the University shall:

- (a) provide to the Representative on an ongoing basis with complete and up-to-date information reasonably required to enable the Representative to perform the Services, including information about the University and its courses and programs, bursaries and scholarships, fee schedules, admission criteria and policies; and



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- (b) pay Commission(s) to the Representative in accordance with the terms and conditions outlined in this Contract and in Schedule "B".

8. **Assignment and Subcontracting**

- 8.1 The Representative shall not assign or subcontract any of its rights or obligations under this Contract without the express written agreement of the University.
- 8.2 If approved by the University, the Representative may engage sub-contractor(s) and the Representative agrees to ensure that sub-contractor(s) engaged by it shall comply with the terms and conditions of this Contract.
- 8.3 For the avoidance of doubt, nothing in this Contract shall be construed as establishing a contractual or other relationship between the University and any sub-contractor(s) engaged by the Representative, and the Representative expressly indemnifies and holds harmless the University and the Group against any and all losses, claims for damages or other claims of any nature or kind whatsoever, costs of any nature, interest and/or penalties or expenses, which the University and/or the Group may incur as a result of the Representative's engagement of sub-contractor(s) to perform work in connection with the Services. Clauses 15.3 to 15.6 of this Contract shall apply to this clause.

9. **Commissions**

- 9.1 In consideration for the Services provided by the Representative to the University, the University shall pay commissions to the Representative as described in the attached Schedule "B" (the "**Commission(s)**"). The Commission(s) payable to the Representative shall become due at different stages of the recruitment process, as follows:

- (a) Commission(s) payable on an advance basis, in accordance with the conditions stipulated in clause 9.2 ("**Advance Commission(s) Payment**"); and
- (b) Commission(s) payable on standard terms, in accordance with the process and conditions stipulated in clause 9.3 ("**Standard Commission(s) Payments**").

9.2 Advance Commission(s) Payment

- (a) An Advance Commission(s) Payment shall become due and payable to the Representative when all of the following conditions are satisfied:



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- i. The Representative has recruited and referred a student to the University, and the student has indicated on the application form that the Representative represents the student;
 - ii. The University has accepted the student's application and has registered and enrolled the student in one of the University's courses or programs;
 - iii. The student has paid directly to the University the required deposit for the course or program, and the funds have cleared in the University's bank account; and
 - iv. The time period for course or program changes by students, without attracting any penalty, has expired (i.e. the **"Drop-Add Deadline"**). This date normally occurs a few weeks after the start date of each academic semester.
- (b) Once the conditions in clause 9.2(a) are satisfied, the pre-determined Advance Commission(s) Payment, as stipulated in Schedule "B", shall be paid to the Representative as soon as reasonably possible after the Drop-Add Deadline.
- (c) Any Advance Commission(s) Payments made to the Representative in connection with students that have withdrawn from courses or programs at the University, will be shown as a negative balance on the Representative's account. If the Representative's account reaches a negative balance of CAD 10,000.00, the University will cease making Advance Commission(s) Payments to the Representative until the account balance has been settled on a positive balance.

9.3 Standard Commission(s) Payments

- (a) Standard Commission(s) Payments shall become due and payable to the Representative when all of the following conditions are satisfied:
- i. The Commission(s) due to the Representative exceed the amount of Commission(s) already paid to the Representative as an Advance Commission(s) Payment, taking into account students that have withdrawn and new student intakes;
 - ii. The student to which the Commission(s) pertain has registered and enrolled with the University, and the student has not withdrawn from the course or program within the applicable refund period as determined by the University's policies and procedures from time to time;



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- iii. The student has paid directly to the University the required deposit amount for the course or program in which the student is registered and enrolled, as well as any other fees or payments the student owes to the University, and the funds for such payments have been cleared in the University's bank account; and
 - iv. The time periods for any deposit and/or tuition fee refunds have expired, including any refunds in respect of bursaries or scholarships awarded to the student after the student's enrolment. For the avoidance of doubt, no Commission(s) shall be payable on any amounts refunded to a student, including deposit and tuition refunds and refunds in respect of bursaries and scholarships.
- (b) When Standard Commission(s) Payments become due and payable to the Representative, the Parties agree to comply with the following process for the calculation and payment of the Commission(s):
- i. The University shall, on a quarterly basis (i.e. four times per year after the start of each academic semester), provide the Representative with an account statement, in accordance with the commission schedule/calendar established by the University from time to time;
 - ii. The Representative shall have five (5) business days, calculated from the date on which the Representative receives the account statement issued by the University, to review the account statement and dispute any information contained in it. The Representative must either confirm or dispute the account statement, in writing, within the five (5) business day time period stipulated in this clause;
 - iii. If the Representative disputes any information in the account statement, the Representative must, within the time period stipulated in clause 9.3(b)(ii), deliver to the University supporting documentation verifying its recruitment activities and the referral of student(s) to the University not reflected in the account statement. The University reserves the right to refuse to review a disputed account statement if the necessary documentation is not submitted to the University's satisfaction. Upon receipt of the supporting documentation, the University shall, if applicable, amend the account statement and deliver the updated final account statement to the Representative. The updated account statement, if applicable, will be the final account and no further changes will be made by the University;



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- iv. Upon receipt of the final account statement, the Representative must confirm in writing that the final account statement is accepted, within five (5) business days of the date on which the Representative receives the University's updated final account statement pursuant to clause 9.3(b)(iii);
 - v. Upon receipt of the Representative's written confirmation as contemplated in clause 9.3(b)(ii) or clause 9.3(b)(iv), the University shall pay the Commission(s) due to the Representative within sixty (60) days after the date on which the University receives the Representative's written confirmation. The University reserves the right to delay or withhold payment to the Representative if the University disputes the Representative's calculations of Commission(s), in which case the time period for payment shall be calculated from the date on which the Parties have resolved any disputes concerning the calculations, in writing.
- 9.4 All Commission(s) amounts payable under this Contract, including an Advance Commission(s) Payment and Standard Commission(s) Payments, shall be calculated and paid in Canadian dollars, and paid into the bank account stipulated in Schedule "D" to this Contract.
- 9.5 The Parties agree that the University may delay or withhold payment of any Commission(s) due to the Representative if the Representative at any time fails or refuses to fulfil its obligations under this Contract.
- 9.6 The Representative shall be solely responsible for its own operational, marketing and other business expenses. The University shall only be liable for marketing or related expenses agreed to in advance and in writing by the University, and actually incurred by the Representative in connection with the provision of the Services. Such pre-approved expenses shall only be paid upon receipt by the University of receipts establishing that such expenses have been incurred.
- 9.7 The Representative is not authorized to accept any payment from a student or prospective student, including cash, cheque, bank transfer, credit or debit card payments, on behalf of the University. All payments from students or prospective students must be made directly to the University.
- 9.8 The Representative must notify all prospective students of the University's refund policy applicable from time to time (the "**Refund Policy**"), which is currently is as follows:



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- (a) Once a letter of acceptance or conditional letter of acceptance has been issued by the University, no refunds are possible, except as described below.
- (b) If a student's visa application is refused for reasons beyond the student's control, then fees paid by the student to the University shall be refunded, less an administration charge in an amount determined by the University, on production of the following documents:
 - i. copy of the visa refusal letter (APP200);
 - ii. copy of the student's passport, showing the student's photograph and signature; and
 - iii. if the fees were paid by another person on the student's behalf, an original letter from the student authorizing issuance of the refund payment to that person.
- (c) If a student's visa application is refused on the ground that the student failed to provide the necessary documents, failed to demonstrate adequate financial support, submitted his/her visa application late, or for any other similar or related reason, the University may within its sole discretion refund fees to a student. The University however reserves the right to refuse a refund if the circumstances warrant a refusal.
- (d) If a student submits any false statement or false documents, including but not limited to passports, identification documents, transcripts, diplomas, certificates, test scores, references, resumes, or statements which are false, misleading, forged, fraudulent, altered from the original, materially incomplete, obtained under false pretenses, or otherwise deceptive, in support of an application for a visa and/or admission, the University shall cancel the student's application immediately and no refunds shall be made to the student in respect of fees already paid to the University. For the avoidance of doubt, any payments already made to the University by such a student shall be forfeited.

9.9 The University reserves the right to amend the Refund Policy from time to time at its discretion. Where the University provides the Representative with notice of such amendment, the Representative shall immediately adjust the Refund Policy information it provides to prospective students.



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- 9.10 As an independent contractor, the Representative shall be responsible for making any and all payments and remittances, including any taxes and levies, as may be required by law, in connection with the provision of the Services. The Representative agrees that such payments and remittances shall be made in strict accordance with the Representative's statutory obligations. The Representative agrees to indemnify and hold harmless the University from any and all liability for any tax, assessment, penalty, interest, wages, or any other amount of any kind whatsoever, arising under any other statute or law, that may arise in connection with the Services.

10. Marketing Communications

- 10.1 All marketing communications bearing the University's name or logo, and/or the names of the University's courses, programs, partners, students or employees, must be approved by the University, prior to issuance or publication. Marketing communications include, but are not limited to, public announcements, press releases, websites, prospectuses, brochures, advertising and any other materials or communications made available to the general public or to any third party.
- 10.2 All marketing communications submitted to the University for approval must be written in, or translated to, the English language.

11. Language of Contract

- 11.1 This Contract is written in the English language. If this Contract is translated into any other language, the English version of the Contract shall prevail in the event of any conflict or inconsistency.
- 11.2 Any notice given under or in connection with this Contract shall be in the English language.

12. Termination

- 12.1 The University may terminate this Contract at any time, without notice or any payment in lieu thereof, for Cause. For the purposes of this Contract, "Cause" means:
- (a) any act, omission, or behaviour by the Representative or any member of the Representative's Personnel, that would constitute just cause for dismissal of an employee at common law in British Columbia, Canada;



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- (b) any material breach by the Representative or any member of the Representative's Personnel of a provision of this Contract; or
 - (c) any failure by the Representative, or any member of the Representative's Personnel, to provide the Services in a competent manner, or at all, where the Representative fails to remedy such failure to the satisfaction of the University within thirty (30) days after receiving written notice of such failure.
- 12.2 The University may terminate this Contract at any time, without Cause and without further obligation, by providing the Representative with thirty (30) days' notice in writing.
- 12.3 The Representative may terminate this Contract at any time, by providing the University with thirty (30) days' notice in writing. Where the Representative provides the University with written notice under this provision, the University may waive such notice, in whole or in part, in which case this Contract shall terminate on the earlier date specified by the University.
- 12.4 On termination of this Contract for whatever reason, the University shall deliver to the Representative a final account statement in accordance with clause 9.3. The final Commission(s) amount due and payable to the Representative shall be calculated and paid in accordance with clause 9.3 and Schedule "B".
- 12.5 The termination of this Contract for any reason whatsoever shall not affect the operation of any provisions of this Contract to the extent to which they confer rights or impose obligations upon the Parties which are exercisable or enforceable after the Termination Date, and such provisions shall to the extent possible continue to be of full force and effect. The termination of this Contract shall also not prejudice any rights, obligations or liabilities that have accrued to the Parties as at the Termination Date. Otherwise, neither Party shall have any further obligations to the other under this Contract after its termination.
- 12.6 Upon termination of this Contract, the Representative shall:
- (a) immediately cease all recruitment activities on behalf of the University;
 - (b) not hold itself out as being associated with the University; and
 - (c) immediately deliver to the University all property of the University and/or the Group which is in the possession or control of the Representative or any member



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of the Representative's Personnel. For clarity, such property includes all Confidential Information related to the Services or any other documents or materials which touch upon the business of the University and/or the Group, whether in paper or electronic form. No copy, duplication or reproduction of any kind whatsoever shall be made of such materials without the express written consent of the University.

13. Confidentiality and Protected Information

- 13.1 In this Contract "Confidential Information" means information disclosed to, used by, developed by, or made known to the Representative or any member of the Representative's Personnel in the course of providing the Services, which is not generally known by persons outside the University and/or the Group including, but not limited to, information (printed, electronic or otherwise) pertaining to the University's and the Group's past, present, future and contemplated students, employees, Representatives, clients, customers, suppliers, agents, contracts, facilities, assets, equipment, operations, records, finances, accounts, products, services, projects, trade secrets, inventions, innovations, processes, methods, procedures, policies, routines, strategies, marketing plans and business plans.
- 13.2 In this Contract "**Personal Information**" means information about the students, prospective students or employees of the University, excluding Contact Information, that is collected, accessed, received, created, recorded or Processed by the Representative as a result of this Agreement or in connection with providing the Services.
- 13.3 The Representative acknowledges that the Representative and the Representative's Personnel shall have access to and be entrusted with Confidential Information in the course of the Representative's engagement under this Contract, and that the University's and the Group's businesses would be irreparably harmed if such Confidential Information were disclosed to, or used by, any person outside the University. The Representative acknowledges and agrees that the right to maintain the absolute secrecy of its Confidential Information is a proprietary right which the University and the Group are entitled to protect.
- 13.4 The Representative further acknowledges that, in the course of performing or providing the Services, the Representative may have access to or become engaged in the Processing of Personal Information in relation to students, prospective students or, as applicable, employees of the University.



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13.5 The Representative covenants and agrees that during the term of this Contract and thereafter (as applicable), the Representative and the Representative's Personnel shall:

- (a) use the Confidential Information and Personal Information ("**Protected Information**") exclusively in connection with providing the Services;
- (b) hold the Protected Information in strict confidence, and refrain from reproducing, selling, assigning, licensing, marketing, transferring or otherwise disposing of, giving and/or disclosing Protected Information to any unauthorized person;
- (c) take all reasonable steps to minimize the risk of disclosure of the Protected Information to unauthorized persons, and ensure the proper and secure storage of the Protected Information;
- (d) not copy, remove and/or erase such Protected Information (including but not limited to, source or object codes, data files, computer listings, computer programs and other computer materials regardless of the medium in which they are stored);
- (e) not use any Confidential Information for his/her/its own benefit, or for the benefit of any person other than the University or the Group.

13.6 The Representative may disclose Protected Information:

- (a) to the members of the Representative's Personnel who need to know such information for the purposes of carrying out the Representative's obligations under this Contract, provided that the Representative must ensure all such members of the Representative's Personnel comply with the Protected Information obligations described in this Contract; or
- (b) as required by law, or by the order of a court of competent jurisdiction or a government or regulatory authority.

13.7 The Representative acknowledges and agrees that a breach by the Representative or any member of the Representative's Personnel of any of the Protected Information covenants contained in this Contract would result in irreparable harm to the University and/or the Group that could not adequately be compensated by way of a damage award. The Representative agrees that in the event of any such breach, in addition to damages and all other remedies available to the University and the Group at law or in equity, the University shall be entitled as a matter of right to obtain from a court of



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competent jurisdiction such relief by way of restraining order, injunction, decree or otherwise as may be appropriate to ensure compliance with this clause.

- 13.8 All documents, materials, reports, articles, and other work product made or compiled by the Representative, or other such documents or materials made available to the Representative in the course of providing the Services during the term of this Contract, including all copies thereof, are and shall remain the sole property of the University and/or the Group. At the request of the University and subject to applicable legal requirements, the Representative shall immediately return to the University or securely destroy all such documents or materials, including those containing Protected Information.
- 13.9 Both Parties consent that during the duration of this Agreement, either Party may disclose the existence of this Agreement (but not its specific terms) and the other Party's basic contact details to any third Parties. The Representative agrees to keep confidential the specific terms of the Agreement, including, but not limited to, commission rates and targets.

14. Compliance with Applicable Privacy Laws

- 14.1 The Representative must ensure that any and all Personal Information of the University's students, prospective students and employees is collected, used, disclosed and processed by the Representative in strict compliance with Applicable Privacy Laws, including under the *BC Personal Information Protection Act*. The Representative represents and warrants that it has adequate systems in place to comply with the requirements of all Applicable Privacy Laws.
- 14.2 To the extent the Representative shares Personal Information with the University, the Representative shall ensure
- (a) that it has all necessary privacy notices and consents in place to enable lawful transfer of Personal Information to the University;
 - (b) it gives full information to any individual whose Personal Information may be processed under this Agreement of the nature such processing. This includes giving notice that, on the termination of this Agreement, Personal Information relating to them may be retained by or, as the case may be, transferred to the University, their successors and assignees; and



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- (c) it processes such Personal Information only for the purposes of this Agreement and does not disclose or allow access to such Personal Information to anyone other than the University.

14.3 In this section 14.3 references to Controller, Processor, Data Subject, Personal Data, Personal Data Breach, processing and appropriate technical and organisational measures are as defined in the General Data Protection Regulation (EU) 2016/679)).

- (a) The parties acknowledge that for the purposes of this section 14.3, and to the extent to which the Representative processes personal data on behalf of the University, the University is the controller and the Representative is the processor. The Representative shall process personal data to perform the Services, and to achieve this, the Representative will process personal data [by forwarding completed student application forms (containing student personal data) to the University]. The categories of data subjects will be [prospective students] and the categories of personal data which will be processed are [Students First name, Students last name, Students date of birth, Students email address, Students Phone Number, Students Physical address, Students passport number, Students nationality]. The Representative shall only process personal data for the duration of this Agreement.
- (b) Where acting as processor and without prejudice to the generality of clause 14.1, the Representative shall, in relation to any personal data processed in connection with this Agreement and the Representative's performance of the services:
 - i. process personal data only on the documented written instructions of the University as set out in clause 14.3(a) unless the Representative is required by applicable laws to otherwise process such personal data. If the Representative is relying on applicable laws as the basis for processing personal data, the Representative shall promptly notify the University before performing the processing required by applicable laws unless such applicable laws prohibit the Representative from notifying the University;
 - ii. ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include,



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where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to personal data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);

- iii. ensure that all Personnel who have access to and/or process personal data are obliged to keep the personal data confidential;
- iv. not transfer any Personal Data outside of the European Economic Area, except as authorized or instructed by the University;
- v. assist the University in responding to any request from a data subject, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
- vi. notify the University without undue delay on becoming aware of a personal data breach;
- vii. at the University's written direction, delete or return personal data and copies thereof to the University on termination of this Agreement unless required otherwise by applicable laws; and
- viii. maintain complete and accurate records and information to demonstrate its compliance with this clause 14.3 and allow the University to audit the Representative's compliance with this clause 14.3 and immediately inform the University if, in the opinion of the Representative, an instruction infringes local data protection laws.

14.4 The Representative shall indemnify the University and hold the University harmless from any cost, claims, charge, damages, expense or loss incurred by the University or for which the University may become liable due to any failure by the Representative or its employees, subcontractors or Representatives to comply with any of its obligations under this section 14.

14.5 Upon the University's request the Representative shall provide copies of privacy notices as referred to within clause 14.2 and such policies or other documents which evidence its practices and procedures in relation to data protection.



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- 14.6 Prior to the commencement of the Services, the Parties shall review the Applicable Privacy Laws within the jurisdictions in which the Services shall be delivered, including Canada, and shall develop such additional written terms, conditions or protocols as may be required to ensure compliance with such laws. The Services shall not commence until the parties have mutually agreed to such terms in writing (the “**Data Management Plan**”) or determined that such terms are not needed. The Representative shall comply with the terms of the Data Management Plan.
- 14.7 The Representative agrees to notify the University in writing immediately upon becoming aware of a possible unauthorized collection, use, disclosure, Processing loss or theft of Personal Information of the University’s students, prospective students and/or employees or any other action of the Representative or its personnel in breach of this clause 14, or any breach of Applicable Privacy Laws in connection with the delivery of the Services or the performance of the Representative’s obligations under this Agreement. The Representative agrees take all reasonable steps to contain and rectify such breach and to provide any information or assistance that the University may request to enable it to rectify or remedy any such breach. The Parties shall comply with all required notices or reports under Applicable Privacy Laws.
- 14.8 In the event of any conflict or inconsistency among the provisions of section 13 and 14 or any Data Management Plan, the provision requiring the higher or better standards of privacy and data security shall govern to the extent of such inconsistency.
15. **Indemnities**
- 15.1 The University shall not be liable for any act or omission on the part of the Representative or the Representative’s Personnel in the provision of the Services under this Contract (whether negligence or otherwise, including gross negligence), which causes injury, loss or damage to any prospective student, student and/or any other third party (whether direct, indirect or consequential), and the Representative hereby agrees to indemnify and hold harmless the University and the Group in respect of any such liability.
- 15.2 Without limiting the generality of the foregoing, the Representative expressly indemnifies and holds harmless the University and the Group against any and all losses, claims for damages or other claims of any nature or kind whatsoever, costs of any nature, interest and/or penalties or expenses, which the University and/or the Group may incur as a result of:



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- (a) the Representative's breach of any legal requirements or obligations, whether such breach arises under the laws of the Province of British Columbia, any other province or territory of Canada, or elsewhere;
 - (b) the Representative's misrepresentation of information relating to the University and/or the Group, including the University's admission policies and procedures, courses, programs, scholarships and bursaries, except where the Representative acted upon approved material or information provided to the Representative by the University in connection with the Services;
 - (c) any claims brought by any member of the Representative's Personnel against the University and/or the Group, arising from work performed or services rendered in connection with the Services; and
 - (d) any breach by the Representative of the requirements of clause 14, Applicable Privacy Laws or the terms of any Data Management Plan.
- 15.3 Where legal proceedings are commenced against the University and/or the Group in connection with any act or omission on the part of the Representative in the provision of the Services, the Representative shall be liable to reimburse the University and/or the Group for any and all costs and/or legal fees incurred by the University and/or the Group to defend such proceeding(s), and to reimburse the University and/or the Group for any amount of compensation, damages, penalty or other amount which the University and/or the Group may be ordered by a court of competent jurisdiction to pay to any third party in connection with any act or omission on the part of the Representative in the provision of the Services.
- 15.4 In the event of any such legal proceedings being instituted against the University and/or the Group, the Representative shall provide the University and/or the Group with such information, documentation and other assistance as may reasonably be necessary to permit the University and/or the Group to defend any claims against or affecting it.
- 15.5 Notwithstanding any other provision in this Contract, the Parties agree that the University may assign its right to enforce the indemnities in this clause, to the Group.
- 15.6 Each of the indemnities set out above shall survive the termination or expiry of this Contract.



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16. **Consideration**

- 16.1 The Parties acknowledge and agree that this Contract has been executed by each of them in consideration of the mutual promises and covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged.
- 16.2 The Parties waive any and all defences relating to an alleged failure or lack of consideration in connection with this Contract.

17. **Enurement**

- 17.1 The provisions of this Contract shall enure to the benefit of and be binding upon the Representative and the Representative's successors, related companies and permitted assigns, and the University, its successors, assigns and related companies (i.e. the Group).
- 17.2 The Contract may not be assigned by the Representative without the written approval of the University.

18. **Entire Agreement**

- 18.1 This Contract contains the complete agreement concerning the engagement of the Representative by the University and shall, as of the Effective Date, supersede and replace any and all other agreements between the Parties. The Parties agree that there are no collateral contracts or agreements between them, that neither of them has made any representations to the other except such representations as are specifically set forth in this Contract, and that any statements or representations that may previously have been made by either of them to other, including but not limited to any negligent misrepresentations, have not been relied on in connection with the execution of this Contract and are of no effect.
- 18.2 The Representative agrees that all restrictions contained in this Contract are reasonable and valid and hereby waives any and all defences to their strict enforcement by the University. The Representative acknowledges that the Representative has been encouraged by the University to seek independent legal advice prior to the execution and delivery of this Contract.
- 18.3 Any modification or amendment of this Contract or the Schedules hereto must be in writing and signed by both Parties.



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- 18.4 Any waiver by a Party of a breach of any provision of this Contract by the other Party shall not be binding unless in writing, and shall not operate or be construed as a waiver of any other subsequent breach by either Party.

19. **Severability**

- 19.1 All paragraphs and covenants contained in this Contract are severable, and in the event that any of them shall be held to be invalid, unenforceable or void by a court of a competent jurisdiction, such paragraphs or covenants shall be severed and the remainder of this Contract shall remain in full force and effect.

20. **Notices**

- 20.1 Any notice or other communication required to be given to a Party under or in connection with this Contract shall be in writing and shall be delivered by hand at the registered place of business, or by fax or email as set out below.

- 20.2 The following details of the Parties shall be used for the purpose of giving notice under this Contract:

The University:

Registered place of business: Suite 100 – 626 West Pender Street, Vancouver, British Columbia, V6B 1V9

Fax: [Insert fax number]

Email: partners@ucanwest.ca

- 20.3 **The Representative:** Surrey, British Columbia, Canada. Kamloops, British Columbia, Canada.

Email: <mailto:accounts@siammigration.com>

- 20.4 Either Party may change its address, fax number or email address by giving written notice to the other Party.



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21. Counterparts

- 21.1 This Contract may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed to be an original and shall have the same force and effect as an original, and such counterparts shall together constitute the same Contract. Any Party may deliver an executed counterpart signature page to this Contract by fax, or by email in pdf format.

22. Governing Law and Jurisdiction

- 22.1 This Contract and any dispute or claim arising out of or in connection with this Contract or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of the Province of British Columbia, Canada.
- 22.2 The Parties agree that any legal action or proceeding with respect to this Contract shall be brought exclusively in the courts of the Province of British Columbia. By execution and signature of this Contract, the Parties irrevocably consent to the jurisdiction of such courts.

[Remainder of page intentionally left blank; signature page follows]



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Dated this 23 day of October, 2019.

Learningwise Education Inc., dba University Canada West

Per:



Authorized Signatory

[Insert name of Representative]

Manpreet Joshi - Director

Per: Sia Immigration Solutions Inc.



Authorized Signatory



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Schedule A - Services

1. The Services to be performed by the Representative shall include the following:
 - (a) promoting the University and its courses and programs, including the University's bursaries and scholarships, to prospective students, and recommending the University's courses and programs to prospective students who are legally, financially and academically qualified to undertake studies at the University;
 - (b) recruiting legally, financially and academically qualified prospective students for enrolment in the University's courses and programs;
 - (c) advising, evaluating and screening all prospective students and collecting from prospective students the necessary application forms, reports, testimonials, financial information, and any other documentation as required or requested;
 - (d) conducting initial screenings of prospective students to determine whether they are eligible to undertake studies in Canada from an immigration perspective (where a prospective student is not eligible to study in Canada, the Representative shall exclude such prospective students from the recruitment process and shall comply strictly with clause 2 of this Schedule "A");
 - (e) providing information to prospective students about the University's courses and programs, including bursaries and scholarships, and assisting prospective students to assess their eligibility for courses, programs, scholarships and bursaries offered by the University;
 - (f) assisting prospective students to make informed decisions about the University's courses and programs, and aiding with the formal requirements involved in applying for enrolment with the University;
 - (g) ensuring that student applications and documents are completed fully and accurately and signed by prospective students;
 - (h) forwarding to the University without delay application forms from prospective students, together with other appropriate documentation (as communicated to the Representative by the University from time to time);
 - (i) maintaining regular communication with the University and providing student information as may be required by the University;



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- (j) completing all records and reports pertaining to the Services as the University may reasonably require, including records of its correspondence and consultations with prospective students; and
 - (k) informing and updating the University of market developments and emerging trends in student demand and preferences.
2. Unless the Representative is registered and licensed to provide such advice or assistance to prospective students, the Representative agrees that the Representative shall not provide advice to, or representation of, prospective students with regard to applications for study permits, temporary resident visas, or any other applications to Canadian immigration authorities. Prohibited advice and representation includes:
- (a) explaining or providing advice on immigration options;
 - (b) making representations and/or offering guarantees to prospective students regarding their eligibility for study permits, temporary resident visas, or any other applications to Canadian immigration authorities;
 - (c) providing guidance on the selection of the best immigration stream;
 - (d) completing immigration application forms;
 - (e) communicating with Immigration, Refugees and Citizenship Canada, Canada Border Services Agency or the Immigration and Refugee Board on an applicant's behalf;
 - (f) representing a prospective student in an immigration application or proceeding; or
 - (g) advertising that the Representative can provide immigration advice.



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Schedule B – Commission(s)

General Terms:

This Schedule B records the Commission(s) payable by the University to the Representative for the Services. Commission(s) shall be calculated and paid strictly in accordance with the terms and conditions outlined in the Contract and this Schedule B.

The University shall be entitled to amend the Tuition Fees charged to students in respect of courses provided by the University, periodically throughout the term of this Contract. If and when changes are made to the University's Tuition Fees, the University shall notify the Representative in writing and the calculation of Commission(s) shall then, from the effective date of the tuition fee change, be based on the amended Tuition Fees.

All taxes, charges and approved expenses, including but not limited to VAT and other sales tax, shall be included in the Commission(s) paid to the Representative and no further amounts shall be added or paid by the University. The Representative shall be responsible for making any and all payments and remittances, including any taxes and levies, as may be required by law, in connection with the provision of the Services.

Commission(s) Schedule – India

STANDARD COMMISSION RATES

Subject to the fulfilment of the conditions stipulated in clause 9.3(a) of the Contract, the Commission(s) payable to the Representative shall be calculated and paid as follows:

University Access Program

The University shall pay Commission(s) to the Representative for each student who registers and enrolls in the University Access Program ("UAP"). Such Commission(s) shall be equal to **15%** of the Tuition Fees paid by the student for the UAP ("UAP Commission"). For the avoidance of doubt, UAP Commission shall be calculated solely on the UAP portion of the Tuition Fees paid by the student.

Undergraduate Course

The University shall pay Commission(s) to the Representative equal to **20%** of the first academic year's Tuition Fees paid by the student for an Undergraduate Course. The reference to 'first



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academic year' means the first three academic terms the student studies at the University after finalizing the UAP, if the student starts in the UAP. For the avoidance of doubt, the 'first academic year' shall be calculated from the last day of the UAP and shall include a total of three academic terms of study.

Graduate Course.

The University shall pay Commission(s) to the Representative equal to 20% of the first academic year's Tuition Fees paid by the student for a Graduate Course. The reference to 'first academic year' means the first three academic terms the student studies at the University after finalizing the UAP, if the student starts in the UAP.. For the avoidance of doubt, the 'first academic year' shall be calculated from the last day of the UAP and shall include a total of three academic terms of study.

ADVANCE COMMISSION RATES

To be paid upon the fulfilment of the conditions stipulated in clause 9.2(a) of the Contract – CAD 2,000.00 per student.

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Schedule C: University Code of Conduct for Educational Agents

This Code of Conduct (“**Code**”) sets out the expectations of the University when agents engaged by the University (“**educational agents**”) recruit international students for enrolment in the University’s courses and programs.

The University expects its educational agents to maintain and conduct themselves in accordance with the highest standards of integrity, honesty and professionalism at all times.

Educational agents must at all times comply with the specific terms and conditions set out in their respective contracts with the University, this Code and any other policies and procedures applicable to educational agents.

Educational agents should always act in good faith, and with fairness, consideration and objectivity.

The following rules of conduct apply to educational agents, whether acting as sole proprietors, partnerships or limited companies. Where an educational agent is an entity with personnel, the principal, director or other representative of the educational agent must ensure that the contents of this Code are effectively relayed to its personnel, and that comprehensive and regular training on compliance is provided to such personnel.

Educational agents are expected to do the following:

- demonstrate appropriate attributes and abilities to competently service the legitimate needs of international students and the University;
- notify the University of any material changes in their ownership, governance control or financial situation;
- avoid engaging in, supporting or encouraging any illegal conduct;
- comply with local and international laws, as applicable;
- maintain the confidentiality and integrity of student information and any and all communications with students;
- comply with all applicable laws pertaining to the protection of Personal Information;



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- maintain strict confidentiality in connection with information received from the University in connection with the rendering of recruitment services that is confidential and proprietary to the University;
- immediately return the University's confidential information upon termination of the contractual relationship between the parties;
- refrain from unjustified or inappropriate criticism of other educational representatives or institutions;
- establish appropriate resources and procedures needed to provide professional support services to international students and institutions;
- keep themselves informed of any developments (whether it be the law, policies, procedures, codes of conduct and/or general market trends) that may be relevant to the services they have been contracted to provide to the University;
- be aware of the difference between information, advice and counselling, and be able to recommend qualified counselling assistance to students who may benefit from it;
- recognize the limitations of their expertise, experience, qualifications (including licensing where applicable) and competence, and make appropriate referrals when situations fall outside them;
- refrain from providing advice which is subject to regulation, unless they are appropriately accredited or licensed to provide such advice (e.g., immigration advice) - it must always be made clear to students what kind of advice the educational agent is authorized to provide;
- be accountable to the University and to the students recruited by the educational agent;
- publish a complaints and dispute resolution procedure that prospective or current students may access, and provide a copy to the University;
- provide the University and students with information they need in a timely manner, and not withhold relevant information;
- provide a representative voice regarding issues that are of importance to students and the University;



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- provide the services required by their respective contracts with the University to ensure cooperative delivery of quality support to international students;
- respond to communications received from students and the University in a prompt and timely manner;
- avoid any conduct that is discriminatory, or tolerate discrimination on the part of others, on recognized grounds, including race, colour, ancestry, place of origin, religion, marital status, family status, physical or mental disability, sex, sexual orientation, gender identity or expression, or age;
- be aware of, and show appropriate sensitivity to and respect for, other cultures and value systems;
- act in the best interests of the student, while respecting University policies, statutory and legal requirements, and the legitimate interests of sponsors;
- be principally concerned with the personal, social, educational and career needs of the students;
- advertise and promote the University in strict adherence with the marketing guidelines provided by the University, and avoid any advertising or promotion that is false, misleading or damaging to the University's name or reputation; and
- continually monitor their own effectiveness and the effectiveness of their staff as professionals, and take steps to improve when necessary.



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Schedule D – Banking Details of the Representative

WIRE PAYMENT

Bank Details

1	Beneficiary bank account #	5224729
2	SWIFT (for international transfer) ABA # (for USA only) Bank # (for Canada only)	TRANSIT NO. 07900 INSTITUTION 004 SWIFT CODE .TDOMCATTOR
3	Bank Name	TD CANADA TRUST
4	Bank Street Address	500 NOTRE DAME DRIVE
5	City, Province/ State	Kamloops
6	Country	Canada

Beneficiary details

1	Beneficiary name	SIA IMMIGRATION SOLUTIONS INC
2	Address	#301 246 2nd Avenue
3	City, Province/State	Kamloops
4	Country	Canada ✓

Intermediary bank details (when applicable)

1	Intermediary bank name	
2	Address, city, province, country	
3	SWIFT	
4	Account #	



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