

LETTER OF AGREEMENT

Between Concordia University of Edmonton (“CUE”)

7128 Ada Boulevard, Edmonton, AB, Canada T5B 4E4

And

SIA IMMIGRATION SOLUTIONS INC (“SIA IMMIGRATION SOLUTIONS INC”)

122 8028 128 St, Surrey, BC, Canada V3W 4E9

This letter of agreement is presented with the aim of establishing an arrangement for the recruitment of Undergraduate and Graduate International students and English Language Programs students only.

1. In particular, it is agreed that SIA IMMIGRATION SOLUTIONS INC shall:

- 1.1 Promote Concordia University of Edmonton (CUE)
- 1.2 Adhere to CUE policies and procedures at all times, including policies on confidentiality of student and applicant information as per the Personal Information Privacy Act as amended, which also governs CUE’s own Personal Information Privacy Policy. For further information, contact CUE’s privacy officer, Ms. Judy Kruse: judy.kruse@concordia.ab.ca
- 1.3 Provide accurate and complete information on CUE and its programs to potential students.
- 1.4 Obtain the approval of CUE for any additional information produced/used for recruitment purposes.
- 1.5 Maintain communications with the CUE at all times and in particular provide information on students, their arrival dates and times, and other such needed information as may be required from time to time.
- 1.6 Not add additional charges for services that are provided by CUE.
- 1.7 Notwithstanding anything else in this agreement, not deduct commission fees prior to the full tuition payment. For greater certainty, deducting commission fees before full tuition payment will be deemed a breach of this letter of agreement and CUE may immediately terminate this agreement.
- 1.8 Refer to themselves as the representatives of CUE, but refrain from referring to themselves or in any way implying that they are a sole/exclusive representative or branch or department of CUE. Notwithstanding the foregoing, SIA IMMIGRATION SOLUTIONS INC has no authority to make binding commitments by or on behalf of CUE.

- 1.9 Provide to CUE a list of commissionable students for verification prior to the payment of commission. Upon receipt, and upon verification of the commissionable students and upon all other conditions under this agreement having been satisfied CUE will make the payment to SIA IMMIGRATION SOLUTIONS INC as provided for in this agreement.
- 1.10 Not act as the applicant's paid representative to do business with visa officials or include the company address as the point of contact for any correspondence relating to the processing of a student's study permit application as per Canadian government regulations.
- 1.11 Agree to provide CUE with school references upon request.
- 1.12 Agree to provide CUE with a copy of a valid business license or, in the case of individual representatives, a valid personal identification along with such other documents or information that CUE might reasonably request.
- 1.13 Agree to comply with all applicable laws and to conduct any recruiting or activities pursuant to this agreement with the utmost integrity and to immediately advise CUE of any concerns in this regard.

2. It is also agreed in particular that the CUE shall:

- 2.1 Provide to SIA IMMIGRATION SOLUTIONS INC full information on courses, programs, policies and regulations available and pursuant to international students, and provide training on admission processes and procedures.
- 2.2 Provide to SIA IMMIGRATION SOLUTIONS INC promotional and marketing material and engage in collaborative marketing activities with SIA IMMIGRATION SOLUTIONS INC in their local market.
- 2.3 Provide responses to queries from the agent within two (2) business days.
- 2.4 Provide timely admissions decisions to students who apply through the agent as follows:
Upon the receipt of a complete application package including supporting documents, such as one
(1) week for Undergraduate Admissions
(2) weeks for Graduate Admission (if applicable).
- 2.5 Pay, for each student recruited by SIA IMMIGRATION SOLUTIONS INC and verified as such by CUE, to SIA IMMIGRATION SOLUTIONS INC **(15% for 1-10th student, 16% for 11-20th student, 17 % for 21-30th student, 20% for 31-45th student and 22% for each student above 46 students) percent of a recruited student's total first-year tuition (domestic tuition plus international fees in CAD) excluding other mandatory fees payable for consecutive eight months out of the FIRST twelve-month period of such student's attendance for all programs at CUE. Commission is to be claimed by SIA IMMIGRATION SOLUTIONS INC only for Fall and Winter semester for students in the undergraduate level.**
- 2.6 Pay the above-noted commission as follows:

- a. Recruited international students must pay their full fees by Census Day. Commission shall be payable within sixty (60) days after Census Day of each semester.
- b. Commission is paid on the total of the tuition (domestic tuition plus international fees in CAD) due that semester of the international student who has registered and is attending classes.
- c. In the event, a recruited student fails to register, pay their tuition in full, or fails to obtain a proper study permit, then CUE shall not be responsible for payment of any tuition to SIA IMMIGRATION SOLUTIONS INC. Furthermore, no commission will be paid for students who withdraw from CUE and have been refunded any portion of their tuition fee.
- d. Commission otherwise payable pursuant to this agreement will be paid by CUE on receipt of a proper invoice as per instruction video in the agent section on the CUE website.

2.7 Commission will be paid only if a signed valid copy of this agreement is on file with CUE.

3. It is further expressly agreed by both parties that:

- 3.1 The existence of this agreement shall not prevent CUE and SIA IMMIGRATION SOLUTIONS INC from engaging in other forms of business of an appropriate nature as may be possible from time to time and SIA IMMIGRATION SOLUTIONS INC acknowledge that they are not CUE's exclusive recruiter with respect to any particular country or area of the world.
- 3.2 The aforementioned commission shall be paid by CUE to SIA IMMIGRATION SOLUTIONS INC, only for those students referred by SIA IMMIGRATION SOLUTIONS INC and therefore not necessarily in respect of all other students who register and pay fees to the CUE.
- 3.3 The interview or consulting fees paid by the students to SIA IMMIGRATION SOLUTIONS INC if applicable, shall be reasonable and/or competitive. If, in the opinion of the CUE these fees should be or become unreasonable and/or non-competitive the matter shall be discussed by both parties to this agreement and, if unresolved in a manner satisfactory to both parties, shall lead, at the option of CUE, to the termination of this agreement.
- 3.4 The existence of this agreement shall not in any way prevent CUE from engaging in business with any other person, organization or company of its choosing; and if such business shall result in students attending CUE without the involvement of SIA IMMIGRATION SOLUTIONS INC no commission of any kind shall be paid by CUE to SIA IMMIGRATION SOLUTIONS INC in respect to those students.

4. Scope of Agreement

This agreement constitutes the entire agreement between both parties with respect to the subjects set out herein and may only be amended in writing by both parties.

5. Duration, Termination and Renewal of Agreement

- 5.1 This agreement becomes effective on the date noted by the CUE signature below and, unless otherwise terminated as provided for herein, remains valid for the duration of 2 years.

- 5.2 The target recruitment is at least two (2) recruited undergraduate international students per year (September- May).
- 5.3 Upon successfully meeting the recruitment standards outlined in 5.2, the contract will be prolonged for additional two (2) years and a new contract will be sent out to be signed.
- 5.4 This agreement may be terminated by either party upon receipt of written notice of a minimum of thirty (30) days. Email notification is considered acceptable.
- 5.5 Each renewal of this agreement for the agents who have been working with CUE for more than two (2) years will be for additional two (2) year period.
- 5.6 Notwithstanding anything else in this agreement, CUE may immediately terminate this agreement at its sole discretion:

I, if SIA IMMIGRATION SOLUTIONS INC shall become insolvent or be adjudged bankrupt or take the benefits of any act in force for bankrupt or insolvent debtors;

II, if SIA IMMIGRATION SOLUTIONS INC shall pass a resolution for its winding up or dissolution or if an order of a court of competent jurisdiction respecting the same be granted;

III, if SIA IMMIGRATION SOLUTIONS INC or any of its representatives shall be engaged in or be guilty of any conduct likely to have an adverse effect on CUE or the reputation of CUE as determined solely by CUE which conduct will include, without limitation, falsifying any documents or misrepresenting student intentions.

Such termination shall be without prejudice to any other remedies that CUE might have at law or equity.

6. Breach of Contract

For the purpose of this agreement, a breach of contract is defined as non-performance or failure to adhere to the terms set out in this agreement. If the party does not fulfill the contractual promises, or has given information to the other party that they will not perform as provided for in the agreement or if by action and conduct is unable to perform the contract, a party will be said to be in breach of contract. In the event of a breach of contract, CUE shall have the right to terminate this agreement upon five (5) working days' notice. Such termination shall be without prejudice to any other remedies that CUE might have at law or equity.

7. Confidentiality

All materials and information relating to the business of CUE, including, without limitation, all manuals, documents, reports, equipment, working materials prepared by CUE or by SIA IMMIGRATION SOLUTIONS INC in the course of the provision of services for the benefit of CUE or with respect to any students is confidential and, shall remain the exclusive property of CUE and cannot be shared without the express written permission of CUE.

8. Dispute Resolution

While all disputes will attempt to be settled through negotiation between the two parties, in the case of unresolved conflicts, a mutually acceptable independent mediator may be appointed by the two parties to review the issues involved. In the event that negotiation or mediation is unsuccessful the parties agree that they shall be entitled to seek any remedies at law or equity in the courts in the Province of Alberta.

9. Legal Jurisdiction

This agreement shall be deemed to have been made in and shall be construed in accordance with the laws of the Province of Alberta Canada.

10. Force Majeure

Parties hereto will be released from their obligations under this agreement in the event of a national emergency, war, prohibitive government regulations, or any other cause beyond the control of the parties hereto that renders the performance of this agreement impossible provided that any money then due under this agreement shall become forthwith due and payable.

11. Indemnity

SIA IMMIGRATION SOLUTIONS INC shall indemnify and hold harmless CUE, its directors, officers, employees and agents from and against any and all claims, losses, demands, actions and costs, including all legal costs on a solicitor and his own client basis, that may arise, directly or indirectly out of any act or omission of SIA IMMIGRATION SOLUTIONS INC, its employees or agents, in the performance thereby of the services described. CUE shall not be liable for the acts, omissions, neglect or default of SIA IMMIGRATION SOLUTIONS INC or its employees or agents in connection with this agreement or the performance or non-performance of services by SIA IMMIGRATION SOLUTIONS INC.

12. Independent Contractor

Nothing in this agreement constitutes SIA IMMIGRATION SOLUTIONS INC or any personnel thereof, an employee, agent or servant of CUE and while CUE may instruct SIA IMMIGRATION SOLUTIONS INC as to the objectives, timing and the results required, SIA IMMIGRATION SOLUTIONS INC shall have full control over how it achieves such objectives, timing or results. For greater certainty, the relationship of SIA IMMIGRATION SOLUTIONS INC to CUE is that of independent contractor.

13. Trademarks and Intellectual Property

SIA IMMIGRATION SOLUTIONS INC will not use, nor shall he/she permit any person employed by it to use, identifying marks of CUE other than in the proper performance of the services described

herein and in accordance with CUE policy applicable thereto. The ownership of all intellectual property produced by SIA IMMIGRATION SOLUTIONS INC in the performance of this agreement shall be the absolute property of CUE.

14. Assignment and Subcontracting

The rights and obligations of the parties hereunder shall not be assigned or assignable. SIA IMMIGRATION SOLUTIONS INC shall not sub-contract any of the services contemplated hereunder without the prior written approval of CUE.

ACKNOWLEDGED and AGREED to this 03 day of July, 2019



Signature



Date

**Dr. Manfred Zeuch, VP External Affairs &
International Relations
For Concordia University of Edmonton**



Signature

July 05, 2019

Date

**Munish Joshi, Managing Director
For SIA IMMIGRATION SOLUTIONS INC**