

MEMORANDUM OF AGREEMENT

BY/BETWEEN

FAIRLEIGH DICKINSON UNIVERSITY

(hereinafter referred to as "FDU-Vancouver")
842 Cambie Street, Vancouver, BC V6B 2P6, Canada

AND

Sia Immigration Solutions

(Hereinafter referred to as the Agency/Agent)
#301 246 2nd Avenue Kamloops BC, Canada V2C 2C9

WHEREAS on this 1 day of October, 2019, **AGENCY/AGENT** agrees to act as a consultant to FDU-Vancouver to facilitate relationships between FDU-Vancouver and groups, companies, institutions and governments for the purpose of identifying qualified applicants for FDU-Vancouver's academic programs.

I. TERM

This Agreement shall become effective on October 1, 2019 and shall continue until June 30, 2022.

II. COMPENSATION

(NOTE: Payment for referrals will only be made for FDU-Vancouver, not for referrals to the New Jersey campuses).

a. Graduate

FDU-Vancouver agrees to pay to **AGENCY/AGENT** US\$2,000 per student enrolled at FDU-Vancouver if the following conditions have been met:

- Enrolled in Full time studies (9 credits).
- Tuition fees paid in full within 6 weeks of the start of the semester.
- The Agent/Agency must be identified on the student's application form.

i. Payment Schedule

The agent will receive \$2,000 after the six (6) week census upon confirmation that the student is enrolled as a full time student in the first (1st) semester.

b. Undergraduate

FDU-Vancouver agrees to pay to **AGENCY/AGENT** US\$2,500 per student (as per the payment schedule in paragraph i. below) at FDU-Vancouver if the following conditions have been met:

- Enrolled in Full time studies (12 credits in Fall and Spring trimester; 9 credits in Summer trimester). *This does not apply to students enrolled in the Pre-University Program (PUP) program and students admitted under special conditions.* Compensation will only be paid for PUP students and students admitted under special conditions after they have matriculated successfully into the regular degree program.

- Tuition fees paid in full within 6 weeks of the start of the semester.
- The Agent/Agency must be identified on the student's application form.

i. Payment Schedule

The agent will receive \$2,500 after the six (6) week census upon confirmation that the student is enrolled as a full time student in the first (1st) semester.

III. DEADLINE FOR INVOICE SUBMISSIONS

Agents have to submit invoices within six (6) weeks of the start of the semester. Invoices not submitted timely will not be paid. ***Invoices for Bonuses must be submitted during the Spring (January) semester of each year and are required to be on separate invoices from the semester's individual student compensation payments.*** See Appendix A for correct format of invoices.

IV. PROMOTION AND EXPENSES

The AGENT/AGENCY at its own expense will advertise, market and promote FDU-Vancouver in a professional manner and make positive, truthful representations satisfactory to FDU-Vancouver. All advertisements and marketing materials must be approved by FDU-Vancouver before circulation. Failure to comply may result in the immediate termination of this Agreement. AGENCY/AGENT and its affiliates and employees are independent participants and not employees of FDU-Vancouver. Nothing in this Agreement infers that FDU-Vancouver has entered into an exclusive Agreement for any defined geographic territory with Agent/Agency.

V. STUDENT ADMISSION

AGENCY/AGENT agrees to follow all policies and procedures regarding FDU-Vancouver admissions, and understands that FDU-Vancouver will make the final decision on whether a candidate will be accepted into FDU-Vancouver. FDU-Vancouver will also make final decisions on student placement in programs. Successful applicants must fulfill the admission criteria set by FDU-Vancouver; willful misrepresentation or withholding of FDU-Vancouver admission or scholarship information will result in immediate termination of this Agreement.

VI. ASSIGNMENT OF AGREEMENT

Neither party may assign or transfer its rights under this Agreement to any successor or without the written consent of the other party.

VII. CONFIDENTIALITY

The AGENT/AGENCY shall keep confidential and not disclose any confidential information pertaining to FDU-Vancouver, its operations and programs.

VIII. FORCE MAJEURE

Parties hereto will be released from their obligations under this Agreement in the event of national emergency, war, prohibitive government regulation 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.

IX. TERMINATION

Either party to this Agreement may terminate this Agreement provided 30 days prior written notification is made to the other party. This in no way eliminates either party's right or obligations as contained herein that either party incurred prior to the termination.

This Agreement may be signed in as many counterparts as may be necessary and delivered by facsimile, and each of which so signed will be deemed to be an original, and such copies together will constitute one and the same instruments, and notwithstanding the date of execution will be deemed to bear the date set out above.

Compliance: Agent/Agency agrees to remain in compliance with all relevant laws, rules, regulations of British Columbia, and Canada, the Ministry of Education as well as those of any jurisdiction Agent/Agency does business in. Agent/Agency will not offer, promise or provide, directly or indirectly, anything of value to any government official, political party official or candidate, or employee thereof, or to any other third party, for the purpose of influencing any act or decision or obtaining any improper benefit or advantage or take any other action that would violate the US Foreign Corrupt Practices Act or other applicable anti-corruption laws.

Notices. Every notice required or permitted under this Agreement shall, unless otherwise specifically provided herein, be given in writing and may be sent by either Canada Post, Registered Mail, Delivery Notice Card, or by reputable overnight courier, provided that such courier obtains and makes available to its customers evidence of delivery. All notices shall be addressed by the party giving, making or sending the same to the party at the address set forth below or to such other address as either party may designate from time to time by a notice given to the other party.

Notice shall be deemed to be given upon receipt, provided, however, that in the event a party shall refuse to accept delivery, the notice shall nevertheless be deemed to be given upon the date of refusal to accept delivery. Notwithstanding the above, a notice of change of address shall not be effective until received.

Fairleigh Dickinson University	Agent/Agency
1000 River Road	Sia Immigration Solutions Inc.
Teaneck, New Jersey 07666	#301 246 2nd Avenue Kamloops BC, Canada V2C 2C9
Attn: General Counsel	Attn: Munish Joshi

Non Discrimination. The parties to this Agreement hereby agree that they shall not unlawfully discriminate on the basis of race, color, creed, national origin, ancestry, disability, marital status, gender, sexual orientation, handicap, age, pregnancy status or veteran status in connection with this Agreement and that each shall fully comply with any applicable laws or statutes, and all rules and regulations promulgated thereunder, concerning discrimination in connection with their respective obligations pursuant to this Agreement.

Student Information. Fairleigh Dickinson University-Vancouver may provide Agent/Agency with contact information for students being considered for, or enrolled in FDU-Vancouver, Agent/Agency agrees that the exclusive use of any student information is to fulfill its obligations under this Agreement and further agrees not to release any information in the student profile to any third party. To the extent the Agent/Agency is in possession of any student record or information, such record or information shall be handled in accordance with all applicable Federal, Provincial and local privacy of data laws.

Indemnification. Agent/Agency agrees to indemnify and save Fairleigh Dickinson University-Vancouver harmless from and against all liability, and all loss, cost and expense, including reasonable attorneys' fees, in connection with (a) any loss, injury or damage whatsoever caused by Agent/Agency, its employees or agents, (b)

any breach of this Agreement by Agent/Agency, or (c) any contest or proceeding brought by Agent/Agency as provided for herein. However, notwithstanding anything herein contained to the contrary, Agent/Agency shall not be obligated or required hereunder, to hold harmless or indemnify Fairleigh Dickinson University-Vancouver from or against any liability, loss, cost, expense, or claim to the extent arising from any act, omission or negligence of Fairleigh Dickinson University-Vancouver or its agents, servants, employees or contractors. The provisions of this section shall survive the expiration or earlier termination of this Agreement.

Insurance: During the term of this Agreement, Agent/Agency shall, at all times, provide and maintain Commercial General Liability insurance, insuring the risk of Agent/Agency's failure to perform its obligations under this Agreement, including, but not limited to, Agent/Agency's indemnity of Fairleigh Dickinson University-Vancouver herein in the amount of one million dollars (\$1,000,000.00) per occurrence with a limit of four million dollars (\$4,000,000.00). Agent/Agency shall insure itself and Fairleigh Dickinson University-Vancouver, as their interests may appear, against any and all claims for loss, damage, injury or death, and damage to, or loss of, personal or real property. Agent/Agency's insurance policy shall provide that it shall not be cancelled or terminated without 30 days' written notice to Fairleigh Dickinson University-Vancouver. Agent/Agency's insurance policy shall be primary and non-contributing with any insurance carried by Fairleigh Dickinson University-Vancouver and shall contain a severability of interests clause, with respect to liability, and shall protect Agent/Agency and Fairleigh Dickinson University-Vancouver, as if separate insurance policies had been issued to each. The aforesaid liability insurance coverage shall be issued in the name of Agent/Agency naming Fairleigh Dickinson University-Vancouver as an additional insured.

Agent/Agency shall inform its insurance carrier of its obligation under this Agreement and shall include these obligations in its insurance coverage.

The forgoing insurance requirements shall not diminish or qualify Agent/Agency's obligation to indemnify Fairleigh Dickinson University-Vancouver as provided in this Agreement.

Within ten (10) days prior to the expiration of all required insurance, Agent/Agency shall deliver to Fairleigh Dickinson University-Vancouver certificates of insurance evidencing the renewal of such insurance, for the term of this Agreement, unless the parties agree in writing to another date.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duty-authorized officers at Vancouver, British Columbia, Canada on the date indicated below.

For **Fairleigh Dickinson University**

By: _____

Date October 16, 2019

Name: Wilfred Zerbe, Ph.D.

Title: Campus Executive

For **Agent/Agency**

By: _____

Date 20-09-2019

Name: Munish Joshi

Title: Director

This Agreement may be signed in as many counterparts as may be necessary and delivered by facsimile, and each of which so signed will be deemed to be an original, and such copies together will constitute one and the same instruments, and notwithstanding the date of execution will be deemed to bear the date set out above.

