



Mailing Address:
12666 – 72nd Avenue,
Surrey, B.C.
V3W-2M8
Canada

AGENCY AGREEMENT

THIS AGREEMENT is dated as of the **June 27, 2017** (the “**Effective Date**”). The term of this Agreement (the “**Term**”) shall commence on the Effective Date and shall terminate on **May 31, 2020** unless otherwise terminated or extended in accordance with the provisions of this Agreement.

AMONG:

KWANTLEN POLYTECHNIC UNIVERSITY, a university in British Columbia continued pursuant to the *University Act*, RSBC 1996, c. 468, as amended from time to time

(“**KPU**”)

AND

Sia Immigration Solutions (Candid Immigration Consultants), a corporation incorporated under the laws of **India** with an office located at **3152 Mara Road, Kamloops, BC V2B 7B2**

(the “**Agent**”)

WHEREAS:

- A. KPU wishes to attract international students to study at its campuses in Surrey, Richmond, Cloverdale and Langley in British Columbia, Canada;
- B. the Agent is involved in the business of recruiting prospective post-secondary students in Canada, **India** (the “**Territory**”); and
- C. KPU wishes to engage the Agent as its non-exclusive representative in the Territory to recruit such students, and grant to the Agent a non-exclusive royalty-free license to use certain marks of KPU in connection with such services, upon the terms and conditions hereinafter set out.

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

ARTICLE 1 INTERPRETATION

1.1 For the purposes of this Agreement, including the recitals and any amendment hereto, the following words and phrases shall have the following meanings:

- (a) **"Accepted Applicant"** means an Applicant who has received an offer letter for admission to KPU;
- (b) **"Admitted Applicant"** means an Accepted Applicant who has paid to KPU the non-refundable and non-transferable registration deposit and commitment fee as set out in the Calendar, and has provided KPU with a copy of a valid study permit issued by Citizenship and Immigration Canada to the Accepted Applicant;
- (c) **"Agent's Fee"** has the meaning given thereto in Section 5.1;
- (d) **"Agreement"** means this agreement and the schedules hereto;
- (e) **"Applicable Laws"** means, in relation to any person, property, transaction or event, the common law, all applicable provisions, whether now or hereafter in effect, of laws, statutes, rules or regulations, official directives and orders of all federal, provincial, municipal and local governmental bodies and judgments, orders and decrees of all courts, arbitrators, commissions or bodies exercising similar functions in actions or proceedings in which the person in question is a party or by which it is bound or having application to the person, property, transaction or event in question;
- (f) **"Applicant"** means an International Student who has submitted a completed and fully executed Application to KPU, and all required non-refundable application fees in effect for the applicable calendar year as set out in the Calendar;
- (g) **"Application"** means the application of an International Student for admission to KPU as may be found on the KPU website at _____, as the same may be updated and amended from time to time;
- (h) **"Business Day"** means a day other than a Saturday, Sunday or other than a day when banks in the Province of British Columbia are not generally open for business;
- (i) **"Calendar"** means the official version of the annual calendar of KPU as may be found on the KPU website at <http://www.kwantlen.ca/calendar.html>, as the same may be updated and amended from time to time;
- (j) **"FOIPPA"** means the *Freedom of Information and Protection of Privacy Act* (British Columbia);
- (k) **"Force Majeure"** means any fire, flood, earthquake, or public disaster; strike, labour dispute or unrest; unavoidable accident; embargo, riot, war, insurrection or civil unrest;

any Act of God including severe inclement weather; any act of legally constituted authority; or any other cause beyond the reasonable control of the parties;

- (l) **"International Student"** means an individual who is not a Canadian citizen or a Permanent Resident, and who would be assessed the Tuition Fees applicable to international students by KPU;
- (m) **"KPU Confidential Information"** means all information of KPU, or of its partners, subsidiaries or affiliates, that is of a confidential nature, including, without limitation, all confidential information in the custody or control of KPU or of its partners, subsidiaries or affiliates, regardless of whether it is identified as confidential or not, and whether recorded or not, and however fixed, stored, expressed or embodied, including without limitation: (i) books and records of KPU, including trade secrets, budgets, reports and estimates and other related files, data, documents, knowledge or information; (ii) files, data, documents, knowledge or information concerning products, services, pricing, sales, plans, technology, processes, methods, marketing policies, techniques and concepts of KPU; (iii) unpublished files, documents, data, knowledge or information; (iv) lists of present and prospective students, accommodation providers, suppliers and clients of KPU and related files, data, documents, knowledge or information, including names and addresses, purchasing habits and preferences of present and prospective students; (v) purchasing information, including the names and addresses of present and prospective suppliers of KPU and prices charged by such suppliers; (vi) computer systems, computer programs, data, software, system documentation, designs, manuals and databases used or employed by KPU; (vii) technical files, data, documents, knowledge or information and know-how relating to the processes and operations devised, owned or used by KPU which is not in the public domain including, without limitation, unpublished inventions, designs, computer programs, formulae and ideas; (viii) details of joint ventures or other co-operation arrangements; (ix) trade secrets and other intellectual property of KPU; and (x) and any other materials files, data, documents, knowledge or information related to the personnel, business operations, financing or activities of KPU, which are not generally known to others engaged in similar businesses or activities;
- (n) **"KPU Courses"** means the programs and courses offered at KPU for study as published in the Calendar;
- (o) **"KPU Policies"** means all orders, policies, rules, regulations and by-laws of KPU, as amended from time to time, as may be found on the KPU website at <http://www.kwantlen.ca/policies>, as the same may be updated and amended from time to time;
- (p) **"Marks"** means the trade names, designs, logos and trademarks of KPU including, without limitation, those set out in Schedule "A" attached hereto;
- (q) **"No Refund/Withdrawal Period"** means the period of time in which Admitted Applicants may withdraw from KPU Courses with a "W" on their academic record and will not be granted a refund of applicable Tuition Fees as published in the Calendar;
- (r) **"Notice Period"** has the meaning given thereto in Section 5.3(b);

- (s) **"Permanent Resident"** has the meaning given thereto in the *Immigration and Refugee Protection Act*, S.C. 2001, c. 27, as amended from time to time;
 - (t) **"Personal Information"** means recorded information about an identifiable individual or that may identify an individual;
 - (u) **"Record"** means any recorded information, including any Personal Information, in any form: (a) provided by KPU to the Agent, or provided by the Agent to KPU, for the purposes of this Agreement; or (b) created by the Agent in the performance of this Agreement;
 - (v) **"Registrant"** means an Admitted Applicant who has paid all required Tuition Fees and Student Fees and has registered for and attends KPU Courses through the commencement of the No Refund/Withdrawal Period;
 - (w) **"Services"** has the meaning given thereto in Section 2.2;
 - (x) **"Student Fees"** means the mandatory student fees payable by Admitted Applicants in effect for the applicable Calendar year, as set out in the Calendar;
 - (y) **"Territory"** has the meaning given thereto in Recital B; and
 - (z) **"Tuition Fees"** means the fee per credit hour approved by the Board of Governors of KPU in effect for the applicable Calendar year.
- 1.2 For the purposes of this Agreement, all references to "Dollars" or "\$" shall mean Canadian dollars, unless otherwise specified.
- 1.3 The headings of the Articles of this Agreement are inserted for convenience of reference only and shall not in any manner affect the construction or meaning of anything herein contained or govern the rights or liabilities of the parties hereto.
- 1.4 Words importing the singular number only shall include the plural and vice versa and words of gender shall entail all genders, including the neuter gender and words importing persons shall include companies, corporations, partnerships, syndicates, trusts and any number or aggregate of persons.

ARTICLE 2 APPOINTMENT OF AGENT

- 2.1 Subject to the terms hereof, the Agent is hereby appointed by KPU, and the Agent hereby agrees to act, as a non-exclusive agent of KPU to perform the Services, as defined in Section 2.2 below, pursuant to the terms of this Agreement.
- 2.2 During the Term (including any extension thereof), the Agent shall provide the following services (the **"Services"**) to KPU on the terms and conditions contained in this Agreement:

- (a) the Agent shall use its commercially best efforts to solicit and deliver to KPU complete and accurate Applications from International Students in the Territory for enrolment at KPU, and in connection therewith the Agent shall do the following:
 - (i) market and promote the KPU Courses to potential Applicants in the Territory;
 - (ii) assist each potential Applicant with the completion of their Application;
 - (iii) arrange for proficiency testing of each Applicant in the English language with qualified persons in accordance with the requirements set out in the KPU Policies;
 - (iv) assist each Accepted Applicant with securing the authorizations to enter into and study in Canada for the proposed term of enrolment with KPU, as required by the KPU Policies and Applicable Laws;
 - (v) provide each Accepted Applicant with sufficient information to adequately prepare them for living and studying in Canada; and
 - (b) subject to Applicable Laws, the Agent shall provide KPU with ongoing market research and statistics with respect to the placement of International Students from the Territory with post-secondary institutions, as reasonably requested by KPU from time to time, including without limitation, the Agent shall provide KPU with the names of the post-secondary institutions for which the Agent provides services similar to the Services.
- 2.3 The Agent shall be under no liability for any failure to solicit Applications, provided that the Agent uses its commercially best efforts to obtain such Applications.
- 2.4 In respect of the Services, the Agent shall be responsible and liable for:
- (a) notifying each Applicant of the terms of the KPU Policies pertaining to International Students studying at KPU, prior to submitting an Application to KPU;
 - (b) ensuring that each Applicant has the minimum English entrance requirements in accordance with the KPU Policies;
 - (c) securing from each Applicant and delivering to KPU such information, certificates, documents, forms and other materials as may be required by the Application and/or the KPU Policies, including without limitation:
 - (i) the mailing address, email address, telephone number and fax number (if available) of the Applicant in the Territory (other than the addresses or numbers of the Agent);
 - (ii) official transcripts of the Applicant;
 - (iii) the applicable non-refundable application fee, made payable to KPU;

- (d) ensuring that each Application delivered to KPU is complete and accurate, including without limitation, that the Application contains the full legal name, contact information and signature of the Applicant;
- (e) ensuring that all necessary registration deposits and commitment fees and such other documentation as required by KPU is delivered to KPU upon acceptance of an offer for admission to KPU by an Accepted Applicant;
- (f) advising each Applicant that it is the responsibility of each Registrant to be familiar with the KPU Policies and the KPU Courses in which he or she is enrolled, and that by the act of registering, the Registrant agrees to abide by all of the KPU Policies applicable to the Registrant and the KPU Courses in which he or she is enrolled;
- (g) ensuring that all Tuition Fees and Student Fees are paid by or on behalf of an Admitted Applicant at least 14 days prior to such Admitted Applicant registering for KPU Courses; and
- (h) providing such other services as reasonably required by KPU from time to time in order to carry out the terms and conditions of this Agreement.

ARTICLE 3 TERM AND TERMINATION

- 3.1 The Term may be renewed for further terms upon the parties completing a performance review to the satisfaction of KPU, acting reasonably, and upon the parties agreeing to such extension in writing at least 30 days prior to the end of the Term (as the same may be extended).
- 3.2 Either party may terminate this Agreement for any reason by giving 90 days' written notice to the other party of such termination.
- 3.3 Notwithstanding anything herein to the contrary, KPU may immediately terminate this Agreement at any time upon a material breach of this Agreement by the Agent.
- 3.4 If the Agent is a corporation or a partnership, the Agent agrees that KPU shall have the right to immediately terminate this Agreement without notice in the event that the Agent effects any change of control without the prior written consent of KPU, which consent may be unreasonably withheld by KPU. If the Agent is a corporation, any issue or transfer by any manner of disposition of all or any of the shares in the capital of the Agent shall be deemed to be a change of control for the purposes of this Agreement. If the Agent is a partnership, any issue or transfer by any manner of disposition of all or any of the shares in the capital of a general partner of the Agent shall be deemed to be a change of control for the purposes of this Agreement.
- 3.5 Upon the expiry of the Term (as the same may be extended), all rights granted to the Agent hereunder will be terminated, however, the Agent's obligations in Article 4, Article 11 and Article 13 will continue in full force and effect and the Agent will be liable to KPU in



connection therewith. In all other respects, however, this Agreement will be terminated without recourse by each party against the other and the Agent will, at its sole cost and expense:

- (a) immediately discontinue all use of the Marks or any imitation thereof, either alone or in combination with any work or works or design and thereafter never use the Marks or any confusingly similar marks and variations thereof; and
- (b) within 30 days of such expiry:
 - (i) return all KPU-related promotional materials to KPU;
 - (ii) advise all prospective Applicants in writing to contact KPU directly; and
 - (iii) provide KPU with all materials pertaining to the Services, including without limitation, all partial and completed Applications in the Agent's possession.

ARTICLE 4 LICENSE OF MARKS

- 4.1 In association with the Services, and subject to the terms and conditions set forth in this Agreement, KPU grants to the Agent a non-exclusive, royalty-free, license to use the Marks in the Territory for the Term (including any extension thereof).
- 4.2 The Agent acknowledges that KPU owns all right, title and interest in and to the Marks and the goodwill connected therewith and nothing in this Agreement will give the Agent any right, title or interest in or to the Marks other than pursuant to this Agreement.
- 4.3 The Agent will do nothing inconsistent with KPU's ownership of the Marks and will not claim adversely to KPU, or assist any third party in attempting to claim adversely to KPU, with regards to such ownership.
- 4.4 The Agent will not register or attempt to register any trade name or trademark which, in whole or in part, incorporates or is confusingly similar to the Marks.
- 4.5 The Agent will conduct the Services in association with the Marks in compliance with all Applicable Laws.
- 4.6 All use of the Marks by the Agent in association with the Services will be accompanied by a notice indicating that the Marks are those of KPU and that the Agent is using the Marks under license.
- 4.7 In the use of the Marks, the Agent will at all times comply with the reasonable requirements of KPU as to the form and manner in which the Marks are displayed or used, and the Agent will promptly effect any reasonable changes which KPU may require respecting the Agent's display and usage of the Marks upon receipt of written notification of KPU.



- 4.8 The Agent agrees that it will not advertise, exploit, promote or otherwise deal in or with the Services in any manner which, in the opinion of KPU, might adversely affect the goodwill attaching to and symbolized by the Marks, and the Agent will not use any other trademark, trade name, domain name or entity name that would, in the reasonable opinion of KPU, be confusing with the Marks.
- 4.9 The Agent agrees not to associate any other trademarks, trade names or domain names with the Marks without the prior written consent of KPU, which consent may be withheld in the sole discretion of KPU.
- 4.10 The Agent will only undertake those marketing and promotional activities in respect of KPU which involve the use of the Marks as expressly consented to in writing by KPU, and in connection therewith, the Agent shall provide KPU with at least 30 days notice prior to attending an educational fair or similar promotional activity, and at least 14 days notice prior to the Agent publishing any advertisement, which involves the promotion of KPU Courses and the use of the Marks.

ARTICLE 5 AGENT'S FEES

- 5.1 In consideration of the provision of the Services, KPU agrees to pay to the Agent a fee (the "**Agent's Fee**") as set out in Schedule "B" attached hereto, provided that:
- (a) each such Registrant shall have paid their Tuition Fees and Student Fees in full for the KPU Courses for which they are registered in accordance with the Calendar;
 - (b) each such Registrant shall be admitted to Canada with all necessary visas and permits allowing them to attend KPU for the duration of the KPU Courses for which they are registered; and
 - (c) each such Registrant shall not have applied for or received a refund of their Tuition Fees under the applicable KPU Policies.
- 5.2 The Agent agrees that no Agent's Fee will be payable by KPU:
- (a) in respect of Applications submitted by International Students who have previously submitted applications for admission to KPU;
 - (b) in respect of International Students who are recruited through KPU's own recruitment programs or by third parties; or
 - (c) in respect of any Applications which contain incomplete or inaccurate information.
- 5.3 The Agent's Fee shall be paid by KPU to the Agent as follows:

- (a) All invoices should be submitted by the Agent within 14 Business Days after the expiry of the No Refund/Withdrawal Period each semester, when applicable. This invoice shall include a list of all applicable Registrants and the number of credits for which each such Registrant is registered with KPU. Agents must use the KPU invoice template provided to them;
 - (b) KPU will email the Agent any invoices they revise (the “**Statement of Agent’s Fees**”). Upon receipt of the Statement of Agent’s Fees, the Agent shall have seven Business Days (the “**Notice Period**”) to notify KPU of any errors or omissions with respect thereto;
 - (c) subject to receipt of a notification from the Agent in respect of the Statement of Agent’s Fees within the Notice Period, KPU shall provide the Agent with the Agent’s Fee;
 - (d) the Agent’s Fees shall be paid by cheque made payable to the Agent or, with the prior written consent of KPU and at the Agent’s sole cost and expense, to a business account in the name of the Agent by wire transfer; and
 - (e) if the Agent’s Fees are payable by wire transfer, the Agent agrees that it shall be liable to KPU for an administration fee in the amount of \$50.00 and KPU may make such deduction in the Statement of Agent’s Fees if the administration fee is not included the Agent’s invoices.
- 5.4 The Agent, in its sole discretion, may levy a consulting fee to prospective Applicants, provided that this fee is commercially reasonable and the provision or amendment thereof is disclosed to KPU in advance.

ARTICLE 6 COVENANTS OF THE AGENT

- 6.1 The Agent covenants and agrees with KPU and undertakes that at all times during the Term (including any extension thereof):
- (a) the Agent shall render performance of the Services to the best of its ability and in a competent and professional manner at all times;
 - (b) the Agent shall uphold the reputation of KPU and the Canadian Education System and shall abide by all of the KPU Policies, including without limitation, the Code of Ethics for Agents of KPU, a copy of which is attached hereto as Schedule “C”;
 - (c) the Agent shall at all times comply with and conduct itself in accordance with all Applicable Laws relating to or in any way affecting this Agreement and the performance of the Services hereunder, including without limitation, the *Freedom of Information and Protection of Privacy Act*, R.S.B.C. 1996, c. 165, the *Privacy Act*, R.S. 1985, c. P-21, the *Personal Information Protection and Electronic Documents Act*, 2000, c. 5, as the same may be amended from time to time, and all such other Applicable Laws pertaining to the protection of personal information;

- (d) unless otherwise provided in this Agreement, the Agent shall not, without the prior written consent of KPU, make any statements or representations or enter into any contract or commitment in the name of or on behalf of KPU, or bind KPU in any manner or respect whatsoever;
- (e) the Agent shall familiarize itself with the KPU Courses and the services provided by KPU to its Registrants, as the same may be amended from time to time;
- (f) the Agent shall use its best efforts to attend training sessions offered by KPU in the Territory;
- (g) the Agent shall provide KPU with evidence of its authority to act on behalf of each Applicant and it shall provide KPU with evidence of its existence and status thereof as a sole proprietor, corporation or partnership, as applicable, in the Territory, at any time during the Term upon request by KPU;
- (h) the Agent shall only provide KPU with Applications in respect of those Applicants for which the Agent has legal authority to act;
- (i) the Agent shall employ at least one person at the address set forth in Section 14.1(b) who is fluent in spoken and written English who will be available to correspond with KPU from time to time, as required hereunder;
- (j) the Agent shall forward to an Accepted Applicant all documentation delivered to it by KPU which is addressed to the attention of an Accepted Applicant within three Business Days of acquiring receipt thereof, at the Agent's sole cost and expense;
- (k) the Agent shall provide KPU with all travel information, including without limitation, expected arrival date and time, pertaining to the arrival of each Admitted Applicant to Canada for study at KPU at least seven days prior to each such Admitted Applicant's arrival in Canada; and
- (l) the Agent shall promptly notify KPU in writing of the full particulars of any material change, actual, anticipated or threatened, in any of the representations and warranties contained in Article 7.

ARTICLE 7

REPRESENTATIONS AND WARRANTIES OF THE AGENT

- 7.1 The Agent represents and warrants to KPU, and hereby acknowledges that KPU is relying on such representations and warranties in entering into this Agreement, as follows:
- (a) if the Agent is a corporation, the Agent has been duly incorporated and organized and is valid and subsisting and in good standing under the laws of its jurisdiction of incorporation and has all the requisite corporate power and capacity to carry on its business as now conducted and as presently proposed to be conducted;

- (b) if the Agent is a partnership, the Agent has been duly formed and validly exists under the laws of its jurisdiction of formation and has all the requisite partnership power and capacity to carry on its business as now conducted and as presently proposed to be conducted;
- (c) if the Agent is a sole proprietor, the Agent has been duly registered under the laws of the Territory, if such registration is required to conduct the Services, and has all the requisite power and capacity to carry on its business as now conducted and as presently proposed to be conducted;
- (d) the Agent has full power and authority to enter into this Agreement and to perform its obligations set out herein and this Agreement has been duly authorized, executed and delivered by the Agent and constitutes legal, valid and binding obligations of the Agent enforceable in accordance with its terms;
- (e) the Agent has the necessary knowledge, skills, and experience to provide the Services;
- (f) the Agent has reviewed and understands the KPU Policies;
- (g) the execution and delivery by the Agent of this Agreement and the performance of its obligations hereunder will not result in any breach or violation of, be in conflict with or constitute a default under any term or provision of the constating documents of the Agent, any shareholders' or directors' resolutions of the Agent, or any agreement to which the Agent is a party or by which the Agent or any of its property is bound; and
- (h) other than as contemplated herein, no further approval, authorization, consent or other order of any governmental authority is required in connection with the execution, delivery or performance by the Agent of this Agreement.

ARTICLE 8

REPRESENTATIONS, WARRANTIES AND COVENANTS OF KPU

8.1 KPU covenants, represents and warrants to the Agent, and hereby acknowledges that the Agent is relying on such covenants, representations and warranties in entering into this Agreement as follows:

- (a) KPU is authorized to enter into this Agreement and be bound by its terms;
- (b) KPU is not bound by the terms of any agreement which would limit, restrict or conflict with its obligations herein;
- (c) KPU holds all right, title and interest in and to the Marks;
- (d) KPU possesses all relevant permissions, consents, authorities and licenses to grant the rights set out herein;



- (e) KPU shall provide the Agent with sufficient access to all information pertaining to KPU, and all amendments thereto, as deemed necessary by KPU, in its sole discretion, to enable the Agent to provide the Services;
- (f) KPU shall give due consideration to all completed Applications delivered by the Agent for admission by International Students to the applicable KPU Courses, in its sole and unfettered discretion, and shall have no obligation to accept any such Applications; and
- (g) KPU shall provide the Agent with the contact information of a designated representative to assist the Agent with any questions or concerns that may arise in respect of the provision of the Services.

ARTICLE 9 EXCLUSIVITY

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

ARTICLE 10 SUB-AGENTS/ASSIGNMENT

- 10.1 The Agent may not delegate any part of his duties or assign or transfer any of his rights or obligations under this Agreement without the prior written consent of KPU, which consent shall be in KPU's sole and absolute discretion, and provided that any such assignee or transferee agrees in writing to be bound and obligated by the terms of this Agreement. Any attempted delegation or assignment by the Agent without such consent will:
 - (a) constitute a material breach of this Agreement; and
 - (b) will be void and of no force or effect.
- 10.2 If the Agent retains a sub-agent with the prior written consent of KPU, the Agent, in its sole discretion, may pay such sub-agent a fee as may be agreed among them, but in no event shall KPU be required to pay any fees in excess of the Agent's Fee.



- 10.3 Notwithstanding any assignment or transfer, the Agent shall remain fully liable under this Agreement and shall not be released from performing any of the terms, covenants and conditions of this Agreement during the Term and any renewal terms.
- 10.4 The consent by KPU to any assignment of this Agreement shall not constitute a waiver of the necessity for such consent to any subsequent assignment.
- 10.5 KPU shall be entitled to assign and/or transfer any of its rights and/or obligations under this Agreement to any other person without the consent of the Agent.

ARTICLE 11 INDEMNITY

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

ARTICLE 12 ARBITRATION

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

ARTICLE 13
CONFIDENTIALITY AND PERSONAL INFORMATION

- 13.1 Subject to Applicable Laws, the Agent shall treat as confidential, and will not publish, release or disclose or permit to be published, released or disclosed, the terms and conditions of this Agreement and any information supplied to, obtained by, or which becomes known to the Agent as a result of this Agreement, without the prior written consent of KPU, except as such publication, release or disclosure is necessary for the Agent to fulfill its obligations hereunder.
- 13.2 During and following the Term, the Agent shall: (a) keep all KPU Confidential Information confidential and secure; (b) limit the disclosure of KPU Confidential Information to only those of its directors, officers, employees, agents, partners, contractors, representatives, affiliates or volunteers who have a need to know it for the purpose of providing the Services and who have been specifically authorized by KPU to have such disclosure and who have agreed in writing to keep the KPU Confidential Information confidential and secure; (c) not directly or indirectly disclose, destroy, exploit or use any KPU Confidential Information (except for the purpose of providing the Services, or except if required by order of a court or tribunal), without first obtaining (i) the written consent of KPU and (ii) in respect of any KPU Confidential Information about any third-party, the written consent of such third-party; (d) provide KPU Confidential Information to KPU on demand; and (e) return all KPU Confidential Information to KPU before the end of the Term, with no copy, file, backup or portion kept by the Agent..
- 13.3 All KPU Confidential Information which the Agent shall prepare or use or come in contact with shall be and remain KPU's sole property and shall not be removed from KPU's premises without its prior written consent, except as required in the normal course of performing the Services under this Agreement. From time to time KPU may enter into confidentiality agreements with third parties whereby information provided by those third parties to KPU is the confidential and proprietary information of such third parties and must be treated in the same manner as the Agent is bound to treat the KPU Confidential Information and the Agent shall agree to be bound by any such confidentiality agreement. If the Agent is required by law to disclose KPU Confidential Information, the Agent shall immediately provide KPU with written notice thereof so that KPU may seek a protective order or other appropriate remedy, and co-operate, and cause the Agent's directors, officers, employees, agents, partners, contractors, representatives, affiliates and volunteers, if any, to cooperate with KPU in any effort undertaken to obtain a protective order or other remedy. The Agent further covenants and agrees that, in the event that such protective order or remedy is not obtained, to furnish, and to cause its directors, officers, employees, agents, partners, contractors, representatives, affiliates and volunteers to furnish, only that portion of the KPU Confidential Information which he, she or it is legally required to furnish, and to use best efforts, and to cause its directors, officers, employees, agents, partners, contractors, representatives, affiliates and volunteers, if any, to use their best efforts, to obtain an assurance from the recipient of any of the aforesaid KPU Confidential Information that confidential treatment will be accorded to such information.
- 13.4 The Agent and KPU acknowledge and agree that FOIPPA applies to and governs all Records. Furthermore, the Agent agrees (a) to keep Records secure; (b) to provide Records to KPU within seven (7) calendar days of being directed to do so by KPU for any reason including an access request or privacy issue; (c) not to access any Personal Information unless KPU determines, in its sole discretion, that access is permitted under FOIPPA and is necessary in order to provide the

Services; (d) not to directly or indirectly use, collect, disclose or destroy any Personal Information for any purposes that are not authorized by KPU; (e) to ensure the security and integrity of Personal Information and keep it in a physically secure and separate location safe from loss, alteration, destruction or intermingling with other records and databases and to implement, use and maintain the most appropriate products, tools, measures and procedures to do so; (f) to restrict access to Personal Information to those of its directors, officers, employees, agents, partners, affiliates, volunteers or contractors who have a need to know it for the purpose of providing the Services and who have been specifically authorized by an KPU representative to have such access for the purpose of providing the Services; (g) to implement other specific security measures that in the reasonable opinion of KPU would improve the adequacy and effectiveness of the Agent's measures to ensure the security and integrity of Personal Information and Records generally; and (h) that any confidential information supplied to KPU may be disclosed by KPU where it is obligated to do so under FOIPPA, by an order of a court or tribunal or pursuant to a legal proceeding and the provisions of this paragraph shall prevail over any inconsistent provisions in this Agreement.

ARTICLE 14 NOTICES

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

(a) to KPU at:

Kwantlen Polytechnic University
12666 - 72nd Avenue
Surrey, British Columbia, V3W 2M8
Attention: KPU International
Email: agentnet@kpu.ca
Phone Number: 1-604-599-2866

(b) to the Agent at:

Sia Immigration Solutions (Candid Immigration Consultants)
3152 Mara Road, Kamloops, BC V2B 7B2
Email: mkj@siaimmigration.com
Contact: Manpreet Joshi

ARTICLE 15
MISCELLANEOUS

- 15.1 Time shall be of the essence with respect to the terms and conditions of this Agreement.
- 15.2 In this Agreement, unless the context requires otherwise, words importing the singular shall include the plural and vice versa, words importing a gender include every gender, words denoting persons shall include bodies corporate or firms, partnerships, joint ventures, trusts or other entities (whether or not having a separate legal personality), and references to "party" or "parties" in this Agreement are to a party or to the parties to this Agreement.
- 15.3 This Agreement contains the entire agreement between the parties with respect to the subject matter contained herein and supersedes all prior oral and/or written communication, representations, understandings, or agreements.
- 15.4 Should any part of this Agreement be void or unenforceable for any reason whatsoever, such part shall be severable and the remainder of the Agreement shall remain in full force and effect.
- 15.5 This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.
- 15.6 No amendment or variation of the provisions of this Agreement shall be binding upon either of the parties unless it is evidenced in writing and executed by each of the parties.
- 15.7 Neither party shall be liable for, and are excused from any failure to deliver or perform or for delays in delivery of performance due to Force Majeure. Both parties shall make all reasonable efforts to mitigate the consequence resulting from such event upon occurrence of the same
- 15.8 In giving effect to this Agreement, neither party shall be or be deemed to be an employee of the other and nothing in this Agreement shall constitute a partnership or joint venture between the parties.
- 15.9 Each party will, at its own expense, do such further acts and execute and deliver such further documentation as is necessary to give full effect to this Agreement and each provision hereof.
- 15.10 This Agreement is deemed to be made under, governed by and construed in accordance with, the laws of the Province of British Columbia and the laws of Canada applicable therein. The parties irrevocably submit to the jurisdiction of the courts of the Province of British Columbia for all matters arising out of or relating to this Agreement.
- 15.11 This Agreement may be executed in separate counterparts by the parties and each counterpart shall when executed and delivered be an original document, but all counterparts shall together constitute one and the same instrument. Executed copies of the signature pages of this Agreement sent by facsimile or transmitted electronically in either Tagged Image Format Files (TIFF) or Portable Document Format (PDF) shall be treated as originals, fully binding and with full legal force and effect, and the parties waive any rights they may have to object to such treatment, provided that this treatment shall be without prejudice to the obligation of the parties to

exchange original signatures as quickly as practicable after execution of this Agreement, but failure to do so shall not affect the validity, enforceability or binding affect of this Agreement.

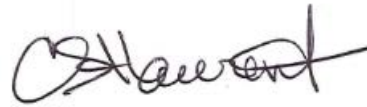
[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

A handwritten signature in blue ink, appearing to be "mi", located at the bottom right of the page.

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

KWANTLEN POLYTECHNIC UNIVERSITY

Per:

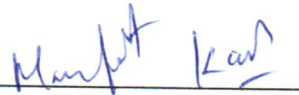


Carole St. Laurent

*Director, International Recruitment,
Admission & Articulation*

Sia Immigration Solutions (Candid Immigration Consultants)

Per:



Manpreet Joshi

SCHEDULE "A" MARKS

Unregistered Marks



KPU mark – black



KPU mark – red



KPU mark – red/black



KPU mark-signature black



KPU mark – signature red



KPU mark – signature black_red

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

SCHEDULE "B"

AGENT'S FEES

For the purposes of this Schedule "B", the term "First Year of Study" means the 12 month period comprised of three semesters beginning on the date a Registrant first commences study at KPU and ending on the date 12 months thereafter, regardless of how many credit hours of study such Registrant is enrolled in during that 12 month period.

Subject to the terms of this Agreement, including, without limitation, Article 5, for each Registrant whose Application was delivered to KPU by the Agent, KPU shall pay to the Agent the following fees in the first two semesters of a Registrant's First Year of Study:

(a) for each such Registrant who pays Tuition Fees for 9 or more credit hours in a semester, a fee equal to 15% of the Tuition Fees for 15 credit hours; or

(b) for each such Registrant who pays Tuition Fees for less than 9 credit hours in a semester, a fee equal to 15% of the Tuition Fees for the actual number of credit hours paid for by such Registrant for such semester.

With respect to each such Registrant, fees will only be paid to the Agent for the first two semesters in such Registrant's First Year of Study for which the Registrant pays Tuition Fees. No fees will be payable with respect to Tuition Fees paid by a Registrant after the conclusion of two semesters of study by such Registrant, and in no event will any fees be payable with respect to such Registrant after the conclusion of such Registrant's First Year of Study.

The maximum amount of the fees payable to the Agent for any given Registrant is 15% of the Tuition Fees for 30 credit hours, regardless of the number of credit hours of study such Registrant is enrolled in at KPU during such Registrant's First Year of Study or otherwise.

Any other arrangements between the Agent and KPU for fees for services similar to the Services, but applicable to programs such as short term programs, group programs, dual institutional projects, etc. will be covered by a separate agreement, if any.

SCHEDULE "C"
CODE OF ETHICS OF AGENTS

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