

AGREEMENT

Between

Sia immigration Solutions inc.

a corporation with its place of business in
the City of Kamloops in the province of BC, Country Canada
(the "Agency"),

-And-

MLC College of Business Technology and Healthcare

a corporation registered as Private Career College with MTCU under PCC Act 2005 and having its registered office at Unit 101, 3173 Erindale Station Road, Mississauga, L5C 1Y5 in the province of Ontario hereby named as "MLC"

WHEREAS the Agency provides referrals of prospective Diploma program students;

AND WHEREAS MLC College of Business Technology and Healthcare (MLC) (the "Institute") is seeking student referrals;

NOW THEREFORE MLC and the Agency (individually the "Party" and collectively the "Parties") agree as follows:

1. General Conditions

- (a) "Tuition" refers to the Diploma Program fees only.
- (b) "Other Services" refer to fees for airport pickup, residence deposit and other fees are not included in the fees are responsibility of the student.
- (c) Information given to the Agency's clients must be current and accurate. Specifically, the Agency agrees to discuss the following topics with a prospective client:
 - i. Refund policy;
 - ii. Withdrawal and transfer procedures; and
 - iii. Residence arrival.
- (d) The Agency must provide to the Institute translated copies of all promotional material which names the Institute (MLC) prior to their use and these materials may only be used with MLC's prior permission in writing.
- (e) The Agency is not responsible for the students' academic performance or personal behavior while attending MLC College or living in Mississauga.
- (f) This Agreement does not grant or imply any exclusive arrangement between MLC and the Agency.

2. Responsibilities of Agency The Agency will:

- (a) refer individual students who are suited for the Diploma Programs offered through the Institute;
- (b) respect all existing deadlines and administrative procedures of MLC on the understanding that suggestions for improvement will be given due consideration;
- (c) ensure all tuition and service fees are paid in full;
- (d) forward the total amount for the application to MLC in a timely fashion;
- (e) advise the Institute of the method of payment in a timely fashion; and
- (f) comply with all applicable laws and, without limiting the generality of the foregoing, comply with the Corruption of Foreign Public Officials Act of Canada.

The Agency will not:

- (a) provide any student or prospective student with any immigration services or advice unless if (1) the agency's employee or contractor who provides the immigration services or advice is fully qualified and licensed to do so pursuant to section 91 of the Immigration and Refugee Protection Act of Canada ("IRPA") and (2) the immigration services or advice is provided in compliance with IRPA.

3. Responsibilities of MLC College :

MLC will:

- (a) provide updated information to the Agency as requested;
- (b) upon review of the applicants' documents and academic credentials, make the admission decision; and
- (c) once all documentation and payment is complete, the Institute will send the student's letter of acceptance by regular mail within forty-eight (48) hours. The cost of any rush services (e.g., courier, special delivery) will be borne by the Agency or student.

4. Commission :

- (a) MLC will pay the Agency a commission of 20% of tuition fees collected for each semester (includes GST & HST as applicable) the student is registered in a full-time program. The commission is based on the tuition rate for the Semesters the student is registered in.
- (b) MLC will pay the Agency a commission of 20% of tuition fees collected (includes GST & HST as applicable) on part-time professional development courses.
- (c) The Agency will send an Invoice to the Institute for commission payments within 3 weeks of the semester start date.

- (d) MLC will not be responsible for payment of invoices received after the last day of a semester.
- (e) Payment of commission will be approved after a student has attended class regularly for three (3) weeks in the fulltime program (Fall, Winter, Spring) or after classes start in the Summer program.
- (f) Commission will be paid by EFT (Electronic Funds Transfer) to Canadian based agents and by cheque to agents with offices located outside Canada.
- (g) Commission will not be paid under these circumstances:
 - i. if a student does not meet the entrance requirements for MLC Admission procedures;
 - ii. if Immigration Canada refuses to issue a student authorization. (In this case, a refund will be processed according to MLC's current refund policy); and/or
 - iii. if there is evidence of the Agency discounting tuition.
- (h) Commission will not be paid:
 - i. on fees for credit classes;
 - ii. on any other full-time courses offered through the Institute;
 - iii. on any other part-time classes;
 - iv. on any other services; and
 - v. on any administrative fees that may be levied from time to time.

5. Indemnity

- (a) The Agency forever releases and will indemnify and save harmless MLC, the Board of Directors of MLC, its officers, employees, students and agents from and against any and all demands, actions, suits, damages, costs, expenses, liabilities or fees whatsoever, including, without limitation, legal fees and disbursements on a solicitor and own client basis, that MLC, or any of them, or anyone else may incur, suffer or allege by reason of the performance of this Agreement by the Agency or any other act or omission of the Agency, its directors, officers, employees, agents, contractors or sub-contractors.
- (b) It is the responsibility of the Agency to notify and make aware its executive, members, agents, instructors, or any party acting on behalf of or under the Agency's authorization of this indemnity provision.
- (c) MLC agrees to indemnify and hold the Agency, its officers, staff and employees harmless from and against any and all claims, demands, actions and costs whatsoever that arises out of the negligent acts or omissions of MLC, its students, instructors, agents and employees in the performance of this Agreement.

6. Interpretation

- (a) This Agreement and all matters relating to it shall be governed by and interpreted in accordance with the laws of the Province of Ontario and the Courts of Ontario will have exclusive jurisdiction over all claims, disputes and actions related to this Agreement.

7. MLC's Name

- (a) The Agency may not use the name of MLC or of the associated companies or suggest that MLC or the companies are in any way associated with its work outside of this Agreement. In doing its work or promoting or selling or distributing or describing its work, the Agency may not claim that MLC or the companies is associated with, has produced or is in any way responsible for its work.

8. Relationship of Parties:

- (a) The Agency is acting as an agent on behalf of the student. This Agreement is not intended to create any relationship of agency, partnership, employment or joint venture between the Parties.

9. Agreement

- (a) This Agreement will be in effect commencing on (today's date) and ending on August 31, 2017.
- (b) Either Party may terminate this Agreement with thirty (30) days written notice to the other Party.
- (c) Signatures below indicate acceptance of all terms and conditions laid out in this Agreement.
- d) This Agreement encompasses the entire agreement of the Parties and supersedes all previous understandings and agreements between the Parties, whether oral or written.

IN WITNESS WHEREOF the Parties have duly executed this Agreement as of 09-11-2106 (today's date).

The Board of Director of MLC
College of Business Technology and Healthcare

Sia Immigration Solutions Inc



Aparna Kushwah
Director
MLC College of Business Technology and Healthcare



Manpreet Doshi
Director
Sia Immigration Solutions Inc