



AAPS

THIS AGREEMENT made this 20 day of September, 2017.

BETWEEN:

Sia Immigration Solutions Inc. Represented by Manpreet Joshi
302A-153 Seymour St, Kamloops,
BC V2C 2C

AND:

Academy of Applied Pharmaceutical Sciences (hereafter designated as "AAPS")
represented by **Laleh Bighash** (hereafter designated as "AAPS's COO")
located at:
200 Consumers Road, Suite 200
North York, Ontario
Canada
M2J 4R4

WHEREAS:

1. AAPS is a registered career college offering applied education and hands-on training in the pharmaceutical, biopharmaceutical and allied industries.
2. Sia Immigration Solutions Inc. is an agent engaged in the active recruitment of students and professionals internationally.
3. AAPS & the Agent/Company wish to collaborate on the recruitment of students for the program(s) offered by AAPS, on the terms and conditions as detailed in this Agreement.

General Background and Management of Agreement

AAPS is to provide various post-graduate diploma programs as applicable to the students recruited by the Agent/Company.

In this respect, both AAPS and the Agent/Company agree to the roles and responsibilities and to the financial arrangements set forth in this Agreement.

NOW THEREFORE in consideration of the mutual promises and agreements of the parties as set forth in this Agreement, the parties agree as follows:



AAPS

1. **Engagement.** The Agent/Company agrees to undertake promotion of this program, all upon and subject to the terms and conditions set out in this Agreement.

2. **Services.** During the term of this Agreement, the Agent/Company agrees to provide to AAPS, in a good and faithful manner using its best efforts and in a manner that will promote the interests of AAPS, those services (the “**Services and Responsibilities**”) as AAPS may request from time to time, including, without limitation, those described below:

3. **Services and Responsibilities:**

The Agent/Company will promote AAPS programs and recruit qualified agents, schools and students for enrollment in AAPS programs.

Each party to this agreement is responsible for administering and managing their part of the recruitment.

Each party to this agreement continues to work as a separate entity. The parties hereby acknowledge and agree that their relationship is that of an independent Contractor and the Contractor shall not make representations otherwise.

The Agent/Company listed in this agreement hereby acknowledges and agrees that AAPS has no obligation with respect to this contract in matters related to employment. All payments made by AAPS are made without statutory deductions in respect of, but not limited to, income tax withholdings, Canada Pension Plan contributions, and Employment Insurance premiums. Furthermore, the Agent/Company agrees on request to submit documentation to support AAPS from any tax or other statutory liabilities that may be assessed or imposed on AAPS as a result of this agreement.

Each party to this agreement is responsible for collecting their respective fees and payments for their own operational costs.

The Agent/Company is responsible for identifying the suitable approaches for marketing and promoting of AAPS programs and corrects translation of the AAPS promotional materials if applicable.

4. **Term and Renewal.** The term of this Agreement will commence on the 20th day of September 2017 and will end on the 20th day of September 2018, and subject to earlier termination as provided in this Agreement. The parties to this Agreement may extend the term of this Agreement on similar terms and conditions by further agreement in writing to that effect.

5. **Termination of Services.** AAPS may terminate this Agreement at anytime if services rendered are unsatisfactory. The agent/company may terminate this agreement at any time after completions of all services described below or refunding to AAPS the funds collected



in advance to provide the services. Both parties need to provide the notice of termination in writing sent by registered mail or email 30 days in advance

6. **Fee and Services.** The Agent/Company will render the following services prior to the expiration date of this Agreement,

As a recruiting agent for AAPS, the Agent agrees to the following:

- to promote AAPS and its programs to prospective students;
- to supply market information to AAPS as required;
- to obtain prior written approval from the Director of Admission at AAPS for any publication, advertising or promotional material in which AAPS' name and/or logo is used.

As a recruiting agent for AAPS, the Agent will search for suitable students and agrees to the following:

- to ensure that all information supplied to prospective students is true and accurate;
- For a prospective student's application to be considered as coming from the Agent, the file must be posted from the Agent, and mailed or emailed to AAPS. Or alternatively, the name of the prospective student must be supplied to AAPS prior to the submission of the application by the student.
- the Agent may recommend suitable applicants to AAPS but does not, by itself, make admissions decisions, nor does it influence the admissions process of AAPS; and
- The Agent will be familiar with the application process and will make yearly inquiries about revisions to the application process.

AAPS agrees to:

- Review applications sent to AAPS by the Agent in a timely fashion. The file will only be reviewed once the applicant fee is received by AAPS.
- Supply the Agent with promotional materials; and
- Address all questions or concerns regarding AAPS.
- AAPS shall pay the Agent a fee of:
 - ✓ \$ **1500** of the full tuition fees received from the International students for diploma courses.
 - ✓ \$ **1000** of the paid tuition fee received from the domestic diploma students.
 - ✓ ~ **10%** of the paid tuition fees received from the domestic students for certificate courses.



With the understanding that:

- Commission includes all applicable taxes. AAPS will not be responsible for any actual costs incurred by the referring agent or company while performing the duties outlined in this agreement
- The student must register and pay the required tuition fees prior to AAPS issuing commission payments. The payout to the Agent/Company is calculated based on the tuition fees received by AAPS from the recruited student during the applicable time period. If applicable, payments shall be made within one month upon the registered student attending classes
- If, for any reason, a student recruited by the Agent/Company obtains a full or partial refund of his/her tuition fee, the applicable percentage will be deducted from referring Agent's/Company's payout
- AAPS will not be liable for any secondary or related commissions and/or non-payments to any sub-agents or agent affiliates not named in this agreement.
- This agreement does not authorize the Agent to collect fees or any other charges on behalf of AAPS, apart from collecting bank drafts made out to AAPS for forwarding to the School.
- AAPS shall not be responsible for any expenditure incurred by the Agent (other than the fees agreed in this agreement) unless prior written agreement has been obtained in writing from the Director of Admissions, AAPS.

7. **Confidentiality**. Both parties understand and agree that in the performance of their obligations under this Agreement they may be exposed to confidential information relating to the business or affairs of each party or of any of their subsidiaries or affiliates, including, but not limited to, information relating to the products, technology, future trends, processes and other activities and information of each college (the "**Confidential Information**").

Both parties to this agreement will:

- (a) Maintain all the Confidential Information (including portions and copies thereof) strictly confidential;
- (b) Not disclose any Confidential Information for any purpose whatsoever without the prior written approval of the AAPS

The provision of this **Section 7** will survive the termination of this Agreement.

8. **Intellectual Property Rights** All materials, methods, and instructional aids developed for the purpose of AAPS business shall remain the property of AAPS.

9. **Logos and Trademarks** Neither party without the expressed and prior written consent of the other party, shall use the trademarks, service marks, proprietary words or symbols of the other party.



Neither party shall use the name in such a manner as to indicate or imply that either party is the agent of the other. Either party reserves the right, at any time, upon written notice, and without terminating this Agreement, to revoke permission to use its name in connection with this joint venture, which revocation shall be effective immediately upon such notice.

10. Representations and Warranties

Each party represents and warrants that:

- a. It has the right to enter into this Agreement;
- b. It has received all approvals and permissions necessary to carry out the obligations hereunder; and
- c. the courses, venues, teaching methods and other services and commitments specified herein are not in conflict with any statutes, regulations, labour agreements or agreements with third parties that would cause any provision herein to be invalid or unenforceable.
- d. the services, course materials, and their use and copying, will not infringe any copyright, patent, trade secret, or other proprietary or contractual right or obligation.
- e. personnel performing the services hereunder shall be qualified to perform the tasks and functions which they are assigned, and are current with industry and educational standards and technology;
- f. all activities hereunder shall be conducted in a competent, professional manner in accordance with current industry and educational standards;

11. Liability

Neither party shall be liable to the other for any indirect, incidental, special or consequential damages in connection with this agreement, however caused, whether based on contract, warranty or other legal theory, and whether or not informed of the possibility of such damages.

12. Partial Invalidity. If any provision of this Agreement will for any reason be held to be excessively broad as to duration, scope, activity, subject matter or otherwise, the provision will be construed by limiting and reducing it so as to be enforceable to the extent compatible with any applicable laws. If, notwithstanding the foregoing, any provision of this Agreement will for any reason be held to be invalid, illegal or unenforceable in any respect, then the invalid, illegal or unenforceable provision will be severable and severed from this Agreement and the other provisions of this Agreement will remain in effect and be construed as if the invalid, illegal or unenforceable provision had never been contained in this Agreement.



13. **Waiver.** Any waiver of any breach or default under this Agreement will only be effective if in writing signed by the party against whom the waiver is sought to be enforced, and no waiver will be implied by indulgence, delay or other act, omission or conduct. Any waiver will only apply to the specific matter waived and only in the specific instance in which it is waived.

14. **Laws and Courts.** This Agreement will be governed by and interpreted in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein. All disputes arising under this Agreement will be referred to the courts of the Province of Ontario which will have jurisdiction, but not exclusive jurisdiction, and each party irrevocably submits to the non-exclusive jurisdiction of such courts.

15. **Relationship.** The agent acknowledges and agrees that they will not be entitled to any compensation, remuneration or benefits from AAPS in connection with this appointment, the services or in connection with any other matter or thing contemplated by or done pursuant to this Agreement.

10. Nothing in this agreement shall render the Agent or its employees, a partner, or employee of AAPS. The Agent, or its employees, agrees not to represent itself out as a partner or employee of AAPS.

16. **Taxes** The Agent/Company agrees to pay and be responsible for all income taxes related to the its own operations.

17. **Whole Agreement.** This Agreement constitutes the whole agreement between the Agent/Company and AAPS with respect to the subject matters of this Agreement, and supersedes any previous communications, understandings and agreements between the AAPS and agent regarding the subject matters of this Agreement, whether written or oral. Except as otherwise provided in this Agreement, this Agreement may only be amended by further agreement in writing signed by the parties to this Agreement.

18. **Notices.** Any notice or other communication under this Agreement or in connection with this Agreement will be sufficiently given in writing:

- (a) by AAPS to the Agent/Company, if delivered personally to the Agent/Company, or if delivered or sent by prepaid registered mail to the Agent/Company, as the case may be, at the address of the intended recipient shown on the first page of this Agreement; and
- (b) by the Agent/Company to AAPS, if delivered personally to the President and Chief Executive Officer of AAPS or if delivered or sent by prepaid registered mail to AAPS at the address of the AAPS shown on the first page of this Agreement addressed to the attention of the President and Chief Executive Officer.



AAPS

Any party may change their address for notices by giving notice in writing of the change to the other parties as provided above. Any notice or communication will be deemed to have been given, if delivered as aforesaid, when delivered, and if mailed in Canada as aforesaid, on the fourth business day after the date of mailing.

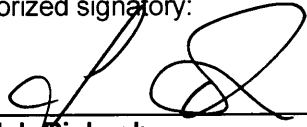
19. **Interpretation.** If the sense or context of this Agreement so requires, the singular will be construed to include the plural and vice versa, and the neuter will be construed to include the feminine or masculine or body politic or body corporate and vice versa. In this Agreement "herein", "hereby", "hereunder", "hereof", "hereto" and words of similar import, refer to this Agreement as a whole and not to any particular Section or part of this Agreement. The headings and captions of Sections of this Agreement are inserted for convenience of reference only and are not to be considered when interpreting this Agreement. All sums of money set forth in this Agreement are expressed in Canadian dollars, unless otherwise noted.

20. **Legal Advice.** The agent acknowledges that it has had the opportunity to seek independent legal advice related to this agreement.

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

ACADEMY OF APPLIED PHARMACEUTICAL SCIENCES (AAPS) INC.

by its authorized signatory:

Per: 

Laleh Bighash

Date: Nov/24/2017

Agent Signature



AAPS

Sia immigration Solutions inc.
by its authorized signatory:

Agent/ Company)

Per:

Manpreet Joshi
Sia Immigration Solutions Inc.

Date: 22-11-2017