



AGENCY AGREEMENT – THE INSTITUTIONS - ACSEDA SCHOOL OF MANAGEMENT INC. AND ARBUTUS COLLEGE OF COMMUNICATION ARTS BUSINESS & TECHNOLOGY INC. (“INSTITUTIONS”)

AGREEMENT Wednesday, 31 January 2018

BETWEEN

The Institutions - ACSEDA SCHOOL OF MANAGEMENT INC. (“ACSEDA”) AND ARBUTUS COLLEGE OF COMMUNICATION ARTS BUSINESS & TECHNOLOGY INC (“ARBUTUS”)

(individually and collectively the “Institutions”)

AND

Sia Immigration Solutions Inc, ‘the Agent’.

BACKGROUND

- A. The Institutions wish to attract full time international students to study at the Institutions.
- B. The Agent is engaged in finding suitably qualified, genuine prospective students from the Region for enrolment and study at the Institutions.
- C. The Institutions wish to engage the Agent to find such students for study at the Institutions.
- D. This Agreement replaces any previous agency contract relating to the recruitment of students for study at the Institutions.



AGREEMENT

1. DEFINITIONS

1.1 In this Agreement:

'Campus or Campuses' means a campus of one of the Institutions or its Affiliates or other premises as nominated by the Institutions;

'Commencement Date' means the date specified in Item 1 of Schedule 1;

'Courses' means the full time registered academic programs offered by the Institutions as specified in Schedule 1.

'Course Fee' means the tuition and other fees for Courses and Programs set by the Institutions or its Affiliates;

'Financial Capacity' means a Prospective Student's or Student's ability to meet the financial expenses necessarily incurred in order to live and study in Vancouver, Canada, including, but not limited to: Course Fees, travel and health insurance, accommodation, travel and living expenses;

'Full time study' means the amount of study for a particular Course which is approved for the Course;

'Marks' means logos, trade marks, designs, and crests that belong to or carry the name of the Institutions or Affiliates;

'Programs' means full time academic programs delivered at the Institutions;

'Prospective Student' means a person (whether resident within or outside Canada who intends to become, or who has taken any steps towards becoming an international student, as defined by the policies of the Institution/s;

'Region' means the countries or regions specified in Schedule 1;

'Services' means the services described in **clause 3** and **clause 4**;

'Student' means a suitably qualified person (whether resident within or outside Canada) who is entitled to study in Canada.

1.2 Unless expressly stated to the contrary in this Agreement:

- (a) headings are for ease of reference only and do not affect the meaning of this Agreement;



- (b) the singular includes the plural and vice versa and words importing a gender include other genders;
- (c) other grammatical forms of defined words or expressions have corresponding meanings;
- (d) 'including' and similar expressions are not words of limitation;
- (e) money is in Canadian dollars unless otherwise stated and a reference to 'Can\$', 'dollar' or '\$' is a reference to Canadian currency; and
- (f) Schedules to this Agreement form part of the Agreement, but if there is any conflict between a clause of this Agreement and the Schedules, the clause of this Agreement will prevail.

2. ENGAGEMENT OF THE AGENT AND TERM

- 2.1 The Institutions engage the Agent to be their representative to perform such Services in the Region from the Commencement Date on the terms set out in this Agreement.
- 2.2 This is a non-exclusive agreement and the Institutions can appoint other Agents in the Region as they so choose.
- 2.3 The Institutions can undertake a regular or annual performance review of the Agent with reference, but not limited to, the monitoring methods prescribed in Schedule 2.
- 2.4 This Agreement will continue until it is terminated in accordance with clause 8.

3. MAIN RESPONSIBILITIES OF THE AGENT

- 3.1 Under this Agreement, the Agent must ensure that all of its employees, contractors or other representatives undertake the following services in accordance with the requirements in clause 4:
 - (a) promote the Courses;
 - (b) find suitable Prospective Students to undertake the Courses;
 - (c) screen genuine Prospective Students to ensure they meet selection criteria and are suitable to study at the Institutions;
 - (d) act in accordance with all policies and procedures of the Institutions in relation to the recruitment of Students;



- (e) assist people to become Students and for that purpose provide all necessary information about Courses and assistance in completing forms or applications and submitting these to the Institutions;
- (f) perform any other services and provide reports or information requested by the Institutions or as required by this Agreement.

3.2 The Institutions will undertake regular performance reviews of its Agents with reference, but not limited to, the monitoring methods prescribed in Schedule 2.

4. DETAILED OBLIGATIONS OF THE AGENT

4.1 In performing the Services, the Agent must,

- (a) promote the Courses with integrity and accuracy and recruit Students in an honest, ethical and responsible manner;
- (b) inform Prospective Students accurately about the requirements of Courses. This should be done by reference to the material provided by the Institutions;
- (c) screen Prospective Students by giving particular scrutiny toward their Financial Capacity, genuine temporary entrant and genuine student status;
- (d) assist to uphold the high reputation of the Institutions;
- (e) ensure that all relevant fees and charges accompany application and acceptance of offer documents;
- (f) advise all Students and Prospective Students that they are required to provide to the applicable institutions their correct residential address (which cannot be the Agent's address);
- (g) make sure that all necessary evidence and documents accompany a Prospective Student's application or acceptance of offer;
- (h) provide any offer documents received from the Institution to the Student or Prospective Student within 3 days of receiving the offer documents;
- (i) provide the Institutions with market intelligence about the recruitment of students in the Region;
- (j) only undertake promotional and marketing activities that are connected to or make reference to the Institutions or their Affiliates that are expressly authorised by the Institutions;



- (k) only use and access the Institutions' online technology and services (such as online application and agent management tools) if made available for the purposes of seeking to admit Prospective Students to the Institutions.
- 4.2 The Agent must give to Prospective Students, before they complete an application, information provided to the Agent by the Institution about:
 - (a) the Institution and its facilities, equipment and learning resources;
 - (b) the Courses;
 - (c) the Course Fees and refund conditions;
 - (d) living in Canada and the local environment of the relevant Campus, including information about campus location and costs of living;
 - (e) the minimum level of English language ability, educational qualifications and work experience required for acceptance into a Course;
 - (f) study permit requirements which must be satisfied by the student including English language proficiency levels.
- 4.3 The Agent must tell Prospective Students that:
 - (a) students who come to Canada on a study permit must have a primary purpose of studying and must study on a full-time basis.
 - (b) Personal information provided may be made available to Canada Federal and Provincial agencies (**Canadian Agencies**) in compliance with local law;
 - (c) Institutions are required by law to inform Canadian Agencies of any changes to a Student's enrolment status or other changes of conditions including those which may relate to their study permit status.
- 4.4 During the term of this Agreement, the Agent must not at any time:
 - (a) engage in any dishonest practices, including suggesting to Prospective Students that they can come to Canada on a study permit with a primary purpose other than full time study;
 - (b) facilitate applications for Students who do not comply with visa requirements;
 - (c) make any representations or offer any guarantees to Students about whether they will be granted a study permit;



- (d) engage in false or misleading advertising or recruitment practices;
- (e) make any false or misleading comparisons with any other education provider or their Courses;
- (f) make any inaccurate claims of association of the Institutions, and Affiliates with any other education provider;
- (g) give inaccurate information to a Prospective Student about acceptance into the Course for which they applied or into any other Course;
- (h) receive or bank any fees and charges payable to any Institution by a Prospective Student or deduct any amount from such fees and charges;
- (i) give inaccurate information to a Prospective Student about the fees and charges payable to the Institutions; and

4.5 The Agent is not permitted to:

- (a) commit the Institutions to accept any Prospective Student into a Course and must not make representations to the contrary; and
- (b) use any registered or unregistered Mark or trade mark of the Institutions, or any Affiliate without the prior written consent of the Institutions or the Institution.

5. WHAT THE INSTITUTIONS MUST DO

5.1 The Institutions must:

- (a) give the Agent sufficient information to enable the Agent to conduct the Services;
- (b) help the Agent to access information about study permit requirements and the process of study permit applications;
- (c) inform the Agent of the legal or regulatory conditions for visa requirements and of any changes to those requirements promptly after becoming aware of any such changes; and
- (d) duly process all completed applications received but the Institution is under no obligation to accept any Prospective Students referred by the Agent.

6. CONFIDENTIALITY



6.1 The Agent must keep confidential:

- (a) all information provided by the Institutions, or any Affiliate, other than to the extent disclosure is required to perform the Services in accordance with this Agreement; and
- (b) the terms of this Agreement.

7. AGENT'S FEES

7.1 Subject to the other provisions of this **clause 7**, the Agent will receive a fee calculated and paid in accordance with Schedule 1 for each Student who:

- (a) is recruited by the Agent; and
- (b) is enrolled in a Course; and
- (c) has paid the respective Course Fee to the Institution.

7.2 The Agent will be regarded as having recruited a Student under this Agreement where:

- (a) the Agent submits the Student's application for enrolment and that application also bears the Agent's name; and
- (b) the Agent submits an acceptance by the Student of any letter of offer from the Institution of a place in a Course.

7.3 No fee will be payable by the Institutions to the Agent where the Student is recruited through an Institution's own programs for recruitment of students, including any distance education service.

8. TERMINATING THIS AGREEMENT

8.1 Either party can terminate this Agreement at any time by giving the other party 60 days prior written notice.

8.2 The Institutions can terminate this Agreement at any time and with immediate effect by giving notice to the Agent if the Agent breaches any provision of this Agreement.

8.3 The Agent acknowledges and agrees that if any Institution becomes aware of, or reasonably suspects that the Agent, or an employee or sub-contractor of the Agent:

- (a) engaged in, or has previously been engaged in, any dishonest practice;



- (b) facilitated in the enrolment of a student in circumstances where the Agent believed, or should otherwise have been aware, that the student would not comply with the condition of his or her student visa;
- (c) provided immigration advice where not authorised to do so;

then the Institution may at its sole discretion terminate this Agreement with immediate effect.

This clause 8.3 does not apply where an individual employee or sub-contractor of the Agent was solely responsible for the conduct set out in 8.3 (a) to (d) above and the Agent has terminated the relationship with that individual employee or sub-contractor.

8.4 The Agent agrees to take immediate corrective and preventative action upon becoming aware of any actions or omissions of its staff or any sub-contractor which may be regarded as:

- (a) negligent;
- (b) careless;
- (c) incompetent;
- (d) engaged in false, misleading or unethical advertising;
- (e) engaged in false, misleading or unethical recruitment practices;
- (f) engaged in practices that could harm the integrity of CANADIAN education and training.

8.5 When this Agreement terminates, the Agent must:

- (a) submit all applications and fees from Prospective Students received up to the date of termination; and
- (b) immediately cease to use any advertising, promotional or other material supplied by the Institutions and return all such material to the Institutions by registered mail or a reputable international courier.

8.6 The termination of this Agreement by either party does not affect any accrued rights or remedies of either party.

9. ASSIGNMENT AND SUBCONTRACTING



- 9.1 The Agent must not assign this Agreement or any right or obligation under this Agreement without the prior written consent of the Institutions (which may be withheld at its discretion).
- 9.2 Except in relation to its Agents, the Agent must not subcontract to any person the performance of any of its obligations under this Agreement without the prior written consent of the Institutions (which can be withheld at its discretion)
- 9.3 Notwithstanding any subcontract or agreement between Agent, the Agent remains fully responsible for performing its obligations under this Agreement.

10. INDEMNITY

- 10.1 The Agent agrees that it will indemnify and keep indemnified the Institutions, and any Affiliates, officers, employees and subcontractors against any liability, loss or damage suffered by any Institution or any Affiliate, and arising from or in connection with any negligent or wilful act or failure to act by the Agent, its officers, employees or subcontractors.
- 10.2 This clause survives the expiration or termination of this Agreement.

11. NOTICES

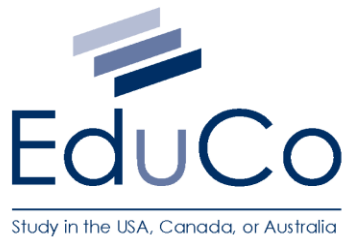
- 11.1 A notice under this Agreement must be in writing and sent by prepaid air mail, facsimile, or electronic mail to the party at the address specified in Schedule 1, or such revised address notified in accordance with **clause 11.2**.
- 11.2 A party which changes its address, facsimile number or electronic mail address must give notice of that change to the other party.

12. THIS DOCUMENT IS THE ENTIRE AGREEMENT

- 12.1 This Agreement, its schedules and annexures:
- (a) constitutes the complete and full agreement between the parties as to its subject matter; and
 - (b) in relation to that subject matter, replaces and supersedes any prior arrangement or agreement between the parties.

13. VARIATION

- 13.1 This Agreement may only be altered in writing, signed by both parties.



14. GOVERNING LAW


- 14.1 This Agreement is governed by and construed in accordance with the law in force in Canada.
- 14.2 The parties submit to the non-exclusive jurisdiction of the courts of British Colombia, Canada

15. RELATIONSHIP OF PARTIES

- 15.1 Nothing in this Agreement constitutes a party as an employee, partner, trustee or joint venturer of the other party and must not hold out or make any representation to the contrary unless specifically referred to in this Agreement.



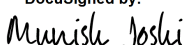
SIGNED for ACSEDA SCHOOL OF MANAGEMENT INC and)
ARBUTUS COLLEGE OF COMMUNICATION ARTS)
BUSINESS & TECHNOLOGY INC)

DocuSigned by:
 1/30/2018

9F14AA9226BF46B...
Signature of

Scott Robertson,
(Senior Vice President Canada & Global Business Services)

SIGNED for The Agent by an authorised)
officer in the presence of)
)

DocuSigned by:
 1/30/2018

438DFBFFC74340D...
Signature of authorised officer

Ms. Munish Joshi
(Founder and Managing Director)

Name of authorised officer (print)

Office held

Educo Canada Contract Created Date: Wednesday, 31 January 2018



SCHEDULE 1

Item 1: Commencement date

This agreement commences on **Wednesday, 31 January 2018** date and will run continuously until terminated under provisions in section 8.

Item 2: Commission Guidelines

Commission is paid for each study period approximately 28 working days after the add/ drop date and the following criteria being met;

- Commission is only paid direct to the agency/ partner school
- All tuition fees for the study period have been received from the student; and
- A correctly completed invoice issued by the Agent has been received by the Institutions; and
- the student has commenced his/her Course and is no longer eligible for a refund.

The Agent will no longer be entitled to invoice for or receive any commission payment if the Agent has not issued an invoice to the Institutions prior to 6 months after the completion of the applicable study period.

Commission for Institutions can be claimed after students have arrived, begun study and tuition fees due are paid up to date. Commission is paid 1 session (semester) at a time one month after the institution add/ drop date and receipt of a valid invoice.

To claim commission, an invoice including the following information made out to the institution should be submitted including:

Name of Agency
 Address of Agency
 Student name(s)
 Name of the school student is enrolled at
 Name of academic program and start date
 Tuition fees paid
 Exact name of the agency bank account
 Name and address of agency bank
 Account number
 Routing code/ sort code/ bsb
 Swift code



Item 3: Commission Rates for the Institutions

The Institutions will periodically advise of new institutions and send an updated Schedule 1 with applicable commission rates. Commission payments will be calculated in \$CAN dollars on the following basis:

Institution	Course	Commission
Acsenda School of Management	English	20% of tuition fees
	Higher Education (Canadian students)	10% of tuition fees for first four quarters/ 16 courses (Not available for students on a Government sponsored loan)
	Higher Education (International)	International Students- 20% of tuition fees for first four quarters/ 16 courses
Arbutus	English	25% of tuition fees
	VET	25% of tuition fees

Item 4: Region

This agreement covers students from the **Canada** region.

Item 5: Address for notices-

EduCo International Group

5-7 Young Street

Sydney, 2000

NSW, Australia

Agent Officer

E: agents@educoglobal.com

Agent:

Sia Immigration Solutions Inc

C/o Ms. Munish Joshi

(778) 257-5508 / mkj@siaimmigration.com

302A-153 Seymour Street, Centennial Building, Kamloops BC, V2C 2C7 Canada



SCHEDULE 2

Processes for Monitoring Agents

The Institutions will monitor the Agent's performance annually utilising any or all of the following methods:

- regular face to face meetings with the Agents onshore or offshore;
- telephone/teleconference meetings;
- survey of students recruited by the Agent;
- survey of parents of the students recruited by the Agent;
- satisfactory completion by the Agent of the Institutions agent training course, if any;
- spot checks by the Agent (eg- to observe the Agent at work at education fairs);
- Agent surveys; and
- An Agent must achieve at least 80% visa approval rate for the Agent to maintain this Agreement with the Institutions.
- Review of overall student performance and retention in respect of the students referred by the Agent