

REPRESENTATION AGREEMENT

BETWEEN:

Toronto Film School / Yorkville University

And

Sia Immigration Solutions

This representation agreement is between:

Toronto Film School / Yorkville University , offering degree and diploma programs

And

Sia Immigration Solutions, an organization assisting students interested in pursuing academic studies

Hereinafter referred to as “the Parties”.

IN CONSIDERATION of the mutual covenants contained herein and the sum of one dollar and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, agree to the following parameters.

TORONTO FILM SCHOOL / YORKVILLE UNIVERSITY agrees to:

1. Appoint Sia Immigration Solutions as a NON-EXCLUSIVE educational program recruitment representative for TORONTO FILM SCHOOL / YORKVILLE UNIVERSITY for the period defined in this agreement.
2. Fully educate Sia Immigration Solutions on all relevant information required to effectively promote and market TORONTO FILM SCHOOL / YORKVILLE UNIVERSITY programs.
3. Process in an expeditious manner, all completed Student enrolment applications forwarded to TORONTO FILM SCHOOL / YORKVILLE UNIVERSITY by Sia Immigration Solutions. Toronto Film School / Yorkville University shall promptly inform Sia Immigration Solutions of any missing information prohibiting the processing of any student's application.
4. Upon assessing the student's admissibility and deeming said student eligible for entry to TORONTO FILM SCHOOL / YORKVILLE UNIVERSITY, and securing all tuition deposits as required by TORONTO FILM SCHOOL / YORKVILLE UNIVERSITY and/or Immigration Canada for Visa issuance, shall deliver via regular or electronic mail, at TORONTO FILM SCHOOL / YORKVILLE UNIVERSITY' expense, a TORONTO FILM SCHOOL / YORKVILLE UNIVERSITY Letter of Acceptance to Sia Immigration Solutions for presentation to the student.
5. Pay commission (as specified in attached Schedule A) to Sia Immigration Solutions for each qualifying new student whose application was submitted through Sia Immigration Solutions. Commission will be payable in installments as outlined in Schedule A. Each term installment will be payable once student has paid for and attended classes through 30th day of the term. TORONTO FILM SCHOOL / YORKVILLE UNIVERSITY will issue payment to Sia Immigration Solutions after receipt of invoice from Sia Immigration Solutions and confirmation of student's qualifying attendance.
6. TORONTO FILM SCHOOL / YORKVILLE UNIVERSITY may refer accepted students to Sia Immigration Solutions for assistance applying for Study Permits and Student Visas in Canada. TORONTO FILM SCHOOL / YORKVILLE UNIVERSITY will not pay commission to Sia Immigration Solutions for any students referred to Sia Immigration Solutions from TORONTO FILM SCHOOL / YORKVILLE UNIVERSITY for Study Permit counseling services *if the student was not originally identified by Sia Immigration Solutions and referred to TORONTO FILM SCHOOL / YORKVILLE UNIVERSITY.*
7. Upon receipt of proof of a student's failure to obtain the necessary student visa, and providing such is received in due time in accordance with the withdrawal dates outlined in TORONTO FILM SCHOOL / YORKVILLE UNIVERSITY academic calendar, TORONTO FILM SCHOOL / YORKVILLE UNIVERSITY will process for a refund any refundable portions of the student's tuition deposit. Tuition refunds will be issued directly to the student, not to Sia Immigration Solutions.
8. Translate promotional materials as required to ensure effective marketing.

Sia Immigration Solutions **agrees to:**

1. Act in the capacity of education program recruitment representative for TORONTO FILM SCHOOL / YORKVILLE UNIVERSITY. Sia Immigration Solutions understands that under this agreement, it is acting in the capacity of independent contractor and that Sia Immigration Solutions shall not be entitled to any rights or benefits other than those identified in this agreement. Nothing in this agreement shall be construed as establishing an employee-employer relationship between Sia Immigration Solutions and TORONTO FILM SCHOOL / YORKVILLE UNIVERSITY.
2. Represent TORONTO FILM SCHOOL / YORKVILLE UNIVERSITY and recruit students for all programs at TORONTO FILM SCHOOL / YORKVILLE UNIVERSITY.
3. Represent the best interests of TORONTO FILM SCHOOL / YORKVILLE UNIVERSITY in all of its initiatives. This includes, but is not limited to, acquiring the necessary knowledge of TORONTO FILM SCHOOL / YORKVILLE UNIVERSITY' programs, policies and practices, and becoming familiar with the materials provided by TORONTO FILM SCHOOL / YORKVILLE UNIVERSITY and learning the policies and procedures for admissions to TORONTO FILM SCHOOL / YORKVILLE UNIVERSITY.
4. Use only materials (videos, brochures, electronic presentations and information packages) approved by TORONTO FILM SCHOOL / YORKVILLE UNIVERSITY in its promotional efforts. Within its jurisdiction, Sia Immigration Solutions agrees to use its best efforts to promote TORONTO FILM SCHOOL / YORKVILLE UNIVERSITY as a top Canadian educational destination.
5. Follow and obey the Logo Use Policies provided by TORONTO FILM SCHOOL / YORKVILLE UNIVERSITY.
6. Abstain from engaging in any false representation, including but not limited to, TORONTO FILM SCHOOL / YORKVILLE UNIVERSITY' programs, admission requirements and procedures, fees and refund policies. Sia Immigration Solutions agrees to take full responsibility for any damage or loss resulting from said false representation.
7. Screen each student to ensure they possess the necessary level of skills and education to enter TORONTO FILM SCHOOL / YORKVILLE UNIVERSITY, as outlined in the official calendar and other relevant documentation provided by TORONTO FILM SCHOOL / YORKVILLE UNIVERSITY. For those students deemed suitable for TORONTO FILM SCHOOL / YORKVILLE UNIVERSITY, Sia Immigration Solutions agrees to ensure all prospective candidates complete the TORONTO FILM SCHOOL / YORKVILLE UNIVERSITY application requirements in full and to forward by mail or courier, official copies of all documentation required to allow TORONTO FILM SCHOOL / YORKVILLE UNIVERSITY to review the suitability of the student for admissibility. Postage, courier, and other delivery fees for applications are the responsibility of Sia Immigration Solutions. All admission decisions remain the sole responsibility of TORONTO FILM SCHOOL / YORKVILLE UNIVERSITY.
8. Invoice TORONTO FILM SCHOOL / YORKVILLE UNIVERSITY in accordance with attached Schedule A. Commissions are payable in accordance with the terms outlined in Schedule A. It is the responsibility of Sia Immigration Solutions to ensure proper invoicing is received by TORONTO FILM SCHOOL / YORKVILLE UNIVERSITY within the identified time frame.
9. Ensure that all applications submitted are accompanied by payment of the required application fee. Sia Immigration Solutions acknowledges that any application submitted without payment of the required application fee will not be processed. Current application fees for each program are available on TORONTO FILM SCHOOL / YORKVILLE UNIVERSITY websites and are subject to change.
10. Provide TORONTO FILM SCHOOL / YORKVILLE UNIVERSITY with documented proof of a student's inability to obtain the necessary study visa to attend TORONTO FILM SCHOOL / YORKVILLE UNIVERSITY. Sia Immigration Solutions understands that refunds issued based on such inability to secure a study visa must necessarily be refunded by TORONTO FILM SCHOOL / YORKVILLE UNIVERSITY directly to the student, not to Sia Immigration Solutions. It is the responsibility of Sia Immigration Solutions to ensure tuition refund requests are received in due time in accordance with the academic withdrawal dates outlined in TORONTO FILM SCHOOL / YORKVILLE UNIVERSITY' academic calendar.
11. If requested by TORONTO FILM SCHOOL / YORKVILLE UNIVERSITY, Sia Immigration Solutions agrees to represent TORONTO FILM SCHOOL / YORKVILLE UNIVERSITY at Education Fairs and Trade Shows. TORONTO FILM SCHOOL / YORKVILLE UNIVERSITY agrees to participate in the reasonable expenses of Sia Immigration Solutions at said events where Sia Immigration Solutions is only representing TORONTO FILM SCHOOL / YORKVILLE UNIVERSITY. Any fees related to attendance at fairs must be pre-approved by TORONTO FILM SCHOOL / YORKVILLE UNIVERSITY in order to qualify for reimbursement.
12. Indemnify and hold harmless TORONTO FILM SCHOOL / YORKVILLE UNIVERSITY and its officers and employees against any claims or costs arising from any damage or injury caused by any negligence or wrongful acts of Sia Immigration Solutions or its employees.

13. Receive communication from TORONTO FILM SCHOOL / YORKVILLE UNIVERSITY in the form of email, newsletter, telephone and/or Skype calls. Sia Immigration Solutions can unsubscribe from receiving TORONTO FILM SCHOOL / YORKVILLE UNIVERSITY' communication at any given moment.

Both parties agree that:

This contract shall run from the date of signing until one year in the future. The contract may be renewed or extended at the mutual agreement of both parties.

1. This Agreement can be terminated at any time by either party on 30 days notice.
2. This Agreement may be modified only by prior written **agreement of both Parties**.
3. This Agreement shall be governed by the laws of the Province of Ontario, Canada.
4. Any notice given in connection to this Agreement shall be in writing and forwarded to the address shown below.

"IN WITNESS WHEREOF the parties hereto have executed this agreement this 29th of August, 2018_.

Toronto Film School / Yorkville University

2000 Steeles Ave W
Concord, ON, L4K 4N1, CANADA
Tel: (905) 669-0550 ext. 1380

By: Mónica Aguirre
Mónica Aguirre, Director
I have the authority to bind the corporation.

Date: August 29, 2018

Witnessed
By: Richard Zhu, Director

Sia Immigration Solutions

02A-153 Seymour Street, Centennial Building, Kamloops, BC V2C 2C7
Tel: +1-778-257-5709 Email: mj@siaimmigration.com

By: Munish Joshi
Print name: Munish Joshi

Date: November 08, 2018

I have the authority to bind the corporation.

Witnessed By: _____

SCHEDULE "A"

COMMISSION RATE STRUCTURE

The Commissions listed are inclusive of all taxes, and payment of any applicable taxes is solely the responsibility of the Service Provider

Programs	Commission	Payout Schedule
All in-class** Diploma and Degree programs (18 months or more) offered by Toronto Film School / Yorkville University (International Students)	\$1000.00 per student and per term (3 terms) Maximum \$3000.	(Term 1- \$1000.00 after student has paid tuition fees and attended class through 30 days of term 1) (Term 2- \$1000.00 after student has paid tuition fees and attended class through 30 days of term 2) (Term 3- \$1000.00 after student has paid tuition fees and attended class through 30 days of term 3)
All in-class** Diploma programs (12 months) offered by Toronto Film School / Yorkville University and/or Toronto Film School / Yorkville University (International Students)	\$1100.00 per student per term (2 terms) Maximum \$2200.	(Term 1- \$1100.00 after student has paid tuition fees and attended class through 30 days of term 1) (Term 2- \$1100.00 after student has paid tuition fees and attended class through 30 days of term 2)
All in-class** Diploma and Degree programs (12 months or more) offered by the Toronto Film School / Yorkville University and/or Yorkville University (Domestic Students only)	\$1000.00 per student and per term (2 terms) Maximum \$2000.	(Term 1- \$1000.00 after student has paid tuition fees and attended class through 30 days of term 1) (Term 2- \$1000.00 after student has paid tuition fees and attended class through 30 days of term 2)
All in-class** Certificate programs (11 weeks or more) offered by Toronto Film School / Yorkville University (International Students) ** In-class refers to Diplomas, Certificates and Degrees that are completed through in-class instruction. Online programs are not included in this agreement.	\$1,135* per student per level (2 levels). Maximum \$2,270	Commission to be paid after student has paid tuition fees and attended class through 30 days of level.
All online Diplomas and Degree courses	\$125 per completed course for the first 8 courses. Maximum \$1,000	\$125 after student has paid tuition fees and successfully completed an online course at Toronto Film School or Yorkville University. Invoices to be paid quarterly.