

# INTERNATIONAL STUDENT RECRUITER AGREEMENT

**THIS AGREEMENT** made as of April 06, 2017

**BETWEEN:**

EVERGREEN College, Brampton Campus a corporation incorporated under the laws of the Province of Ontario, and having its head office at 239 Queen St East Unit # 22 Brampton, Ontario L6W 2B6, Canada.

(Hereinafter referred to as "EVERGREEN")

OF THE FIRST PART

-- and --

Sia Immigration Solutions Inc., a corporation having its head office at 3152 Mara Road Kamloops, British Columbia, Canada V2B7B2

(Hereinafter referred to as "Recruiter")

OF THE SECOND PART

**WHEREAS** EVERGREEN is a private career college providing programs and related services;

**AND WHEREAS** EVERGREEN is desirous of appointing Sia Immigration Solutions Inc. as an authorized international student's recruiter ("Recruiter" hereinafter) on a non-exclusive & non-transferable basis, for the recruitment of international students for EVERGREEN;

**NOW THEREFORE THIS AGREEMENT WITNESSES** that in consideration of the respective covenants and agreements of the parties contained herein, the sum of one dollar paid by each party hereto to each of the other parties hereto and other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged by each of the parties hereto) it is agreed as follows:

## ARTICLE ONE -- DEFINITIONS AND INTERPRETATION

**1.1 Definitions.** In this Agreement, unless something in the subject matter or context is inconsistent therewith:

- (a) "Registration Fee" means the fees in the amount of \$200.00 CAD dollars paid by each student when he or she applies for the admission into EVERGREEN. The amount of the "Registration Fee" may vary from time to time in accordance with the EVERGREEN's policy.
- (b) "Net Revenues" means the gross revenues received but not including "Registration Fee" by EVERGREEN from the recruitment Recruiter, less any books, exams, other fees, administration expenses and overheads of each student incurred by EVERGREEN in connection to the recruitment;

## ARTICLE TWO -- APPOINTMENT AS RECRUITER AND SOLICITATION OF ORDERS

**2.1 Appointment as Non-Exclusive Recruiter.** Upon and subject to the terms and conditions hereof, EVERGREEN hereby appoints Sia Immigration Solutions Inc. as its non-exclusive & non-transferable basis, authorized Recruiter and grants to the right to solicit the recruitment on behalf of EVERGREEN and in the name of EVERGREEN for the recruitment students for EVERGREEN.

**2.2 Appointment of Additional Recruiters.** For greater certainty, EVERGREEN may appoint such other non-exclusive recruit Recruiters for the services as it considers appropriate for the effective sale of its services and recruitment of students, acting reasonably; and may solicit admissions and orders from customers located in the areas where the Recruiter is recruiting.

## ARTICLE THREE -- PRICE AND TERMS OF SALE

**3.1 Use of Approved Recruitment Form.** Recruiter shall only solicit and recruit on EVERGREEN's approved Recruitment Form (a copy of which is attached hereto as Schedule "A") and upon execution of the same by any customer shall forward such Form to EVERGREEN for approval and processing.

**3.2 Recruitment on Behalf of EVERGREEN.** Recruiter shall only solicit recruitment on behalf of EVERGREEN and in EVERGREEN's name which are consistent with EVERGREEN's standard conditions of recruitment. All recruitments solicited by Recruiter shall be subject to the approval of EVERGREEN, such approval not to be unreasonably withheld, and all accepted recruitment shall be invoiced only by EVERGREEN and all payments on account thereof shall be payable and remitted to EVERGREEN.

**3.3 Representations Regarding Programs and Services.** Recruiter shall make no representations to any customer regarding the programs and services that EVERGREEN provides except those programs and services listed in Schedule "B".

**3.4 Right to Change Terms and Conditions.** EVERGREEN shall have the right to issue revisions or changes of the services and programs it provides, or otherwise change the terms and conditions governing the recruitment of students from time to time. Any such changes shall become effective at such times as may be determined by EVERGREEN; provided that such changes shall not become effective sooner than twenty (20) days after notice of same is provided to Recruiter in writing.

## ARTICLE FOUR -- RECRUITER'S RESPONSIBILITIES

**4.1 Responsibilities of Recruiter.** Recruiter agrees that, during the term of this Agreement, it shall:

- (a) In reasonable consultation with EVERGREEN, use its best efforts to establish, develop, augment and maintain a recruitment network to solicit recruitments of students for EVERGREEN;
- (b) Devote its best efforts to the performance of its obligations under this Agreement;
- (c) Make every reasonable effort and use proper means to develop the market potential for recruitment of students for EVERGREEN, provided that in no event shall EVERGREEN be required to expend any monies on advertising or other marketing and sales techniques except as EVERGREEN, in its sole discretion, determines appropriate;

- (d) Not change, increase, decrease and/or discount the College prices without prior written consent from the College in each and every individual case.
- (e) Not charge additional fees for its own services unless such fees are made explicitly known to the Students as fees charged by the Recruiter and not charged on behalf of the College.
- (f) Collect course fees and other fees, directly from students 45 days prior to the start date of the course. All payments shall be sent to EVERGREEN in Canadian Dollars by 30 days prior to program start.
- (c) develop, promote and maintain with customers the goodwill and reputation of EVERGREEN; and
- (d) Read and obey the rules and procedures of EVERGREEN including refund policy for international recruiters as well explain it to the prospective EVERGREEN students, recruitment procedures and others as EVERGREEN may determine from time to time.
- (e) Refrain from indicating he/she or his/her company is the sole representative, or employee of EVERGREEN.
- (f) Refrain from all actions contrary to Canadian Immigration policies as they relate to Study Permits, Visitor Visas and Immigration.
- (g) Not engage in any false, misleading or deceptive conduct and understands that any breaches will result in the termination of this agreement.
- (h) Evergreen college's recruiter should not make any types of untrue/misleading statements for the purposes of influencing the student to enrol in the programs offered by Evergreen College. The categories of inappropriate statements include: a false or misleading statement; a statement that guarantees admission to or successful completion of the program; employment after graduation or the right to enter Canada or receive a student visa.

**4.2 Confidential Nature of Information.** Recruiter agrees that all information, knowledge and data of a confidential nature, trade secrets and secret information, customer lists, publications or any other matter concerning the business or finances of EVERGREEN or any of their dealings, transactions or affairs (all hereinafter called "Confidential Information") which it shall acquire or which may come to its knowledge during the term of this Agreement shall at all times (both during the term of this Agreement and subsequent to the termination thereof) and for all purposes be held by in confidence and agrees that it shall not (both during the term of this Agreement and subsequent to its termination) disclose, divulge, communicate orally, in writing or otherwise to any person or persons any Confidential Information.

## **ARTICLE FIVE -- EVERGREEN'S RESPONSIBILITIES**

**5.1 Responsibilities of EVERGREEN.** EVERGREEN agrees that, during the term of this Agreement, it shall:

- (a) pay to Recruiter a commission on recruitments of students for EVERGREEN in accordance with the terms of this Agreement;

- (b) not responsible for any costs and expenses be relating to the recruitment of students;
- (c) provide, at its own expense, such program brochures and other literature relative to the Programs and Services of EVERGREEN at such time and in such quantities as may be mutually agreed upon;
- (d) provide with copies of and maintain true and accurate records, on a consistent basis, of all recruitments, invoices pursuant to recruitments done by Recruiter.

## **ARTICLE SIX – COMMISSIONS, OTHER PAYMENTS, CANCELATION AND REFUND**

**6.1 Commission Payable.** EVERGREEN shall pay to Recruiter a commission in respect of all Recruitments which have been approved, invoiced and actually collected by EVERGREEN pursuant to this Agreement as follows:

- (a) 25% of the Net Revenues generated by such Recruitments of each student recruited by the Recruiter provided the total number of the students registered with EVERGREEN is more than seven (7) on a yearly basis.
- (b) 20% of the Net Revenues generated by such Recruitments of each student recruited by the Recruiter provided the total number of the students registered with EVERGREEN is less or equal to seven (7) on a yearly basis. The 20% of the Net Revenues payable operationally for every single client with further adjustment according to the above criteria before the end of a one year Agreement.

### **6.2 Payment of Commissions.**

- (a) If payment is collected by the Recruiter from the Student, the Recruiter may subtract fees payable by the EVERGREEN to the Recruiter and forward the balance of all fees payable by the Student to the EVERGREEN as it appears on the EVERGREEN's "Representative Invoice" or "Net Invoice" 30 days prior the program start.
- (b) If payment is made by the student directly to the EVERGREEN, EVERGREEN will forward the Recruiter's fees upon receipt of payment by the student 30 days after the program start.

### **6.3 Cancellations and Refunds.** Recruiter agrees that, during the term of this Agreement, it shall:

- (a) Be responsible for informing the Student of the EVERGREEN's fee collection & refund policy as outlined in Schedule "C".
- (b) Be responsible for informing the college in writing of cancellations, postponements and withdrawals by the Student.
- (c) Transact and administer all cancellations, postponements and withdrawals and/or issue refunds requested by the Student in accordance with the refund policy as outlined in the college refund policy.
- (d) Not withhold any part of the tuition fees refunded by the college or any part of the commission paid by the college for services that have not been rendered.

## **ARTICLE SEVEN -- STATUS OF PARTIES**

**7.1 Parties Not Recruiters for Each Other.** Nothing herein contained shall constitute either party as Recruiter for the other for any purpose, and neither EVERGREEN nor Recruiter shall have any right to incur liabilities or obligations for or on behalf of the other except as specified herein.

**7.2 No Express or Implied Power or Authority.** Neither party shall represent, nor by its conduct, express or implied, in any way indicate, that it has any right, power or authority not expressly granted hereunder.

**7.3 The EVERGREEN's Name.** The Recruiter is not permitted to use the name of the EVERGREEN or suggest it, or refers to it 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 Agent is not permitted to claim that the EVERGREEN is associated with or has produced or is in any way responsible for its work.

**7.3 The EVERGREEN's Trademark.** The Recruiter shall not display or otherwise use any trademark or trade name of the EVERGREEN except as is approved by the EVERGREEN in writing. The Recruiter shall not contest the exclusive right of the EVERGREEN to use any such trademark or trade name.

## **ARTICLE EIGHT -- TERM AND TERMINATION OF AGREEMENT**

**8.1 Termination of Agreement.** This Agreement shall continue for a term of twenty four (24) months commencing with the execution of this Agreement by both parties or until earlier terminated by either party as hereinafter provided; provided, however, that at the expiration of the initial or each renewal term, if any, this Agreement shall be renewed, at the sole discretion of EVERGREEN for successive additional periods of twenty four (24) months, unless either party shall have delivered to the other notice in writing of its intention not to renew, at least sixty (60) days prior to the expiration of the current term.

**8.2 Grounds for Termination.** Either party may immediately terminate this Agreement upon notice to the other party to that effect upon the occurrence of any of the following events:

- (a) if the other party is in default in any material respect in the performance of any of its obligations under this Agreement or otherwise commits any material breach of this Agreement, and such default continues uncured after ten (10) days notice from the notifying party to such other party stating the particulars of such default or;
- (b) if such other party files a petition in bankruptcy, files a petition seeking any reorganization, arrangement, composition or similar relief under any federal, provincial or local law regarding the insolvency or relief for debtors or makes an assignment for the benefit of creditors, or if a receiver, trustee or similar officer is appointed for the business or property of such other party, or if any involuntary petition or proceeding under bankruptcy or insolvency laws is instituted against such other party and not stayed, enjoined or discharged within thirty (30) days;

**8.3 Continued Right to Commissions.** Notwithstanding the termination of this Agreement for any reason whatsoever, Recruiter shall have the right to be paid commissions for all Recruitments procured by Recruiter to EVERGREEN prior to the effective date of such termination in the manner set out in this Agreement.

**8.4 Costs or Damages.** No costs or damages shall be payable to or by either party as a result of the termination or non-renewal of this Agreement other than costs and damages arising out of a breach of this Agreement.

## ARTICLE NINE -- GENERAL CONTRACT PROVISIONS

**9.1 Notices.** All notices, requests, demands or other communications (collectively, "Notices") by the terms hereof required or permitted to be given by one party to any other party, or to any other person shall be given in writing by personal delivery or by registered mail, postage prepaid, or by facsimile transmission to such other party as follows:

- (a) To EVERGREEN at: 22-239 Queen St. East, Brampton, O L6W 2B6, Canada.
- (b) To Recruiter at: 3152 Mara Road Kamloops, British Columbia, Canada V2B7B2 or at such other address as may be given by such company to the other parties hereto in writing from time to time.

All such Notices shall be deemed to have been received when delivered or transmitted, or, if mailed, 48 hours after 12:01 a.m. on the day following the day of the mailing thereof. If any Notice shall have been mailed and if regular mail service shall be interrupted by strikes or other irregularities, such Notice shall be deemed to have been received 48 hours after 12:01 a.m. on the day following the resumption of normal mail service, provided that during the period that regular mail service shall be interrupted all Notices shall be given by personal delivery or by facsimile transmission.

**9.2 Additional Considerations.** The parties shall sign such further and other documents, cause such meetings to be held, resolutions passed and by-laws enacted, exercise their vote and influence, do and perform and cause to be done and performed such further and other acts and things as may be necessary or desirable in order to give full effect to this Agreement and every part thereof.

**9.3 Counterparts.** This Agreement may be executed in several counterparts, each of which so executed shall be deemed to be an original and such counterparts together shall be but one and the same instrument.

**9.4 Time of the Essence.** Time shall be of the essence of this Agreement and of every part hereof and no extension or variation of this Agreement shall operate as a waiver of this provision.

**9.5 Waivers.** No waiver of any provision of this Agreement is binding unless it is in writing and signed by all the parties to this Agreement entitled to grant the waiver. No failure to exercise and no delay in exercising, any right or remedy, under this Agreement will be deemed to be a waiver of that right or remedy. No waiver of any breach of any provision of this Agreement will be deemed to be a waiver of any subsequent breach of that provision

**9.6 Entire Agreement.** This Agreement constitutes the entire Agreement between the parties with respect to all of the matters herein and its execution has not been induced by, nor do any of the parties rely upon or regard as material, any representations or writings whatever not incorporated herein and made a part hereof and may not be amended or modified in any respect except by written instrument signed by the parties hereto. Any schedules referred to herein are incorporated herein by reference and form part of the Agreement.

**9.7 Enurement.** This Agreement shall enure to the benefit of and be binding upon the parties and their respective successors and assigns.

**9.8 Currency.** Unless otherwise provided for herein, all monetary amounts referred to herein shall refer to USA dollars.

**9.9 Headings for Convenience Only.** The division of this Agreement into articles and sections

is for convenience of reference only and shall not affect the interpretation or construction of this Agreement.

**9.10 Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein and each of the parties hereto agrees irrevocably to conform to the non-exclusive jurisdiction of the Courts of such Province.

**9.11 Gender.** In this Agreement, words importing the singular number shall include the plural and vice versa, and words importing the use of any gender shall include the masculine, feminine and neuter genders and the word "person" shall include an individual, a trust, a partnership, a body corporate, an association or other incorporated or unincorporated organization or entity.

**9.12 Calculation of Time.** When calculating the period of time within which or following which any act is to be done or step taken pursuant to this Agreement, the date which is the reference date in calculating such period shall be excluded. If the last day of such period is not a Business Day, then the time period in question shall end on the first business day following such non-business day.

**9.13 Legislation References.** Any references in this Agreement to any law, by-law, rule, regulation, order or act of any government, governmental body or other regulatory body shall be construed as a reference thereto as amended or re-enacted from time to time or as a reference to any successor thereto.

**9.14 Severability.** If any provision of this Agreement is or becomes illegal, invalid or unenforceable in any jurisdiction, the illegality, invalidity or unenforceability of that provision will not affect:

- (a) the legality, validity or enforceability of the remaining provisions of this Agreement; or
- (b) the legality, validity or enforceability of that provision in any other jurisdiction.

**9.15 No Joint Venture or Partnership.** Nothing in this Agreement, nor any acts of the Recruiter or the EVERGREEN are or were intended to constitute, nor shall they be deemed to constitute, the Recruiter and the EVERGREEN as partners or joint venturers of the other.

**9.16 Transmission by Facsimile.** The parties hereto agree that this Agreement may be transmitted by facsimile or such similar device and that the reproduction of signatures by facsimile or such similar device will be treated as binding as if originals and each party hereto undertakes to provide each and every other party hereto with a copy of the Agreement bearing original signatures forthwith upon demand.

The parties have duly executed this Agreement this 29 day of October, 2015. The Terms of this Agreement are hereby agreed by:

Signed for and on behalf of EVERGREEN:

Name: Renu Sharma

Designation: Director

Signature: *Renu Sharma*

I, the Agent have read and understood the conditions of the contract and I agree to follow them.

Signed for and on behalf of Recruiter:

Name: Manpreet joshi

Designation: Director

Signature: *Manpreet Joshi*

# Schedule “A”

Evergreen College  
International Student Application



# Schedule “B”

Evergreen College  
Programs & Tuition Fees

# Schedule “C”

Evergreen College  
Tuition Fees Refund policy  
For  
International recruiters