



## AGENCY SERVICE AGREEMENT

The **Agreement** for the recruitment for **CANADA** of international students, entered into on **2017-11-15**.

**BETWEEN:**

**8240175 CANADA INC.**, doing business as “**LCI Education Network – Global Admissions**”, a corporation existing under the laws of Canada, having a place of business at 9000-1400 rue du Fort, Montréal (Québec) H3H 2T1;

(hereinafter “**LCI**”)

**AND:**

**Sia Immigration Solutions Inc.**, a corporation existing under the laws of **Sia Immigration Solutions Inc.**, having a place of business at  
**302A-153 Seymour Street, Centennial Building, Kamloops, BC;  
British Columbia  
V2C 2C7  
Canada**

**WHEREAS** the LCI Education Network Members (as defined below) offer various educational programs in Canada, currently offered in the cities of Montréal (Québec), Toronto (Ontario) and Vancouver (British Columbia), and are desirous of enrolling qualified international students.

**WHEREAS** the LCI Education Network Members appointed LCI as their representative to act on their behalf for the purpose hereof and to execute this Agreement on their behalf

**WHEREAS** the Agency provides student recruitment services.

**WHEREAS** LCI wishes to retain, for the LCI Education Network Members, the services of the Agency, subject to the terms and conditions set forth in this Agreement.

**THEREFORE**, the parties agree as follow:

### 1. SERVICES

- 1.1 LCI hereby appoints the Agency as a recruiting agent for the LCI Education Network Members listed in **Schedule A** attached hereto (the “**LCI Education Network Members**”), with authority to identify, inform, process, recruit and enroll qualified students for the second language education courses (the “**Language Programs**”) and higher education courses and other academic programs (the “**Education Programs**”, collectively with the Language Programs, the “**Academic Programs**”) available from time to time to international students and listed in said **Schedule A** (the “**Services**”). The Agency hereby accepts such appointment. LCI may modify from time to time the list of the LCI Education Network Members and of the Academic Programs appearing on **Schedule A**, in accordance with any modifications which may occur in its operations, by delivering written notice to the Agency.
- 1.2 The Agency shall represent the LCI Education Network Members and support the recruitment for and enrollment in the Academic Programs of qualified international students that are not resident of Canada. In addition, as provided in **Schedule C**, it is strictly prohibited for the Agency to contact existing

students of other schools and campuses which are affiliates of LCI or are otherwise members of the LCI Education Network around the world.

- 1.3 The rights granted herein are non-exclusive rights and LCI shall have the right to appoint additional agents or representatives to perform the Services or similar services or to perform itself such services, as determined by LCI in its sole and absolute discretion.

## **2. KEY PERFORMANCE INDICATORS**

- 2.1 LCI may implement, as prescribed under applicable local laws or as deemed necessary or useful in LCI's absolute discretion, key performance indicators to monitor the performance of the Agency ("KPI") as well as to compare the performance of the Agency and its authorized personnel with other agents of LCI or LCI Education Network Members.
- 2.2 LCI shall monitor the performance of the Agency and its authorized personnel through training of staff, telephone/teleconference meetings, surveys of students recruited and face-to-face meetings.
- 2.3 The Agency acknowledges and agrees that:
  - 2.3.1 KPI and related data will be shared with applicable local authorities in order for LCI and the LCI Education Network Members to comply with applicable local laws; and
  - 2.3.2 pursuant to and in accordance with applicable local laws, applicable authorities may publicly disclose KPI and other information related to the Agency and its authorized personnel and their performance.

## **3. GENERAL RESPONSIBILITIES OF THE AGENCY**

- 3.1 The Agency shall identify, inform, process and enroll qualified international students or prospective students for the Academic Programs. To this effect, the Agency shall organize seminars, interview prospective students and receive applications from qualified prospective students.
- 3.2 The Agency shall provide students and prospective students with relevant, necessary, accurate and up to date:
  - 3.2.1 information about the Academic Programs (including course content and duration, qualifications offered, level of language ability and educational qualifications required for acceptance into the Academic Programs) based on the information available on the LCI Agent Section (as defined below) or otherwise made available by LCI or the LCI Education Network Members;
  - 3.2.2 published informational and promotional materials in connection with the applicable Academic Program; and
  - 3.2.3 counseling in connection with Academic Programs.
- 3.3 The Agency shall review application materials for accuracy; however, the Agency is not authorized to approve applications of its own accord, which privilege is retained by the LCI Education Network Members, as further described in Section 14 below. The Agency shall submit to LCI, via the LCI Agent Section, copy of all formal and final applications received from students or prospective students.

- 3.4 The Agency shall communicate to the LCI Education Network Members arrival date and requests for accommodation services of enrolled student.
- 3.5 If the Agency charges students fees for services such as assisting with preparation of students' documents, applying for students' passports, arrangement of foreign exchange and payment of fees, or other such services, then the Agency shall specify in writing exactly which services the Agency provides for such fees. It shall be made explicitly clear to students and prospective students, in all documentation where these fees are mentioned, that such fees are charged by the Agency in relation to specific additional services provided by the Agency and that such fees are not charged by nor shared with LCI or any of the LCI Education Network Members or any affiliates thereof.
- 3.6 The Agency shall be fully knowledgeable about, and compliant with, all applicable local laws, regulations, policies, procedures, customs, and cultural attributes of the territories on which the Agency operates for purposes of this Agreement. The Agency shall provide the Services in accordance with the terms and conditions set forth in this Agreement and in compliance with all applicable local laws.
- 3.7 The Agency shall safeguard the interest of LCI and the LCI Education Network Members and shall keep LCI informed on a monthly basis of its activities as well as of the market conditions.
- 3.8 The Agency shall not facilitate applications for students or prospective students who do not comply with visa requirements and shall not make any representations or offer any guarantees to students or prospective students about whether they will be granted a student visa or not.
- 3.9 Unless authorized by LCI in writing, the Agency shall not make any representations or offer any guarantees to students or prospective students about the likelihood of awards of financial aid or scholarships nor shall it make any representation or offer any guarantees to students or prospective students with respect to individual employment following the completion of any of the Academic Program.
- 3.10 The Agency shall be responsible to advise students and prospective students as to the various requirements of entry into Canada imposed for each country from which the Agency is recruiting students. Without limiting the responsibilities of the Agency in this regard, some of these requirements imposed for entry into Canada are listed in **Schedule B** attached hereto. Neither LCI nor the LCI Education Network Members take any responsibility with respect to student visas.

#### **4. RESPONSIBILITIES OF LCI**

- 4.1 LCI shall provide the Agency with current, complete and comprehensive information, documents, brochures, application and other forms as may be required for appropriate recruiting activities.
- 4.2 LCI shall compensate the Agency for all students referred by the Agency and enrolled into the Academic Programs in accordance with the conditions stipulated in Section 5 below.
- 4.3 LCI or, as applicable, the relevant LCI Education Network Member, shall use good faith efforts to send out notice of the applicable LCI Education Network Members' admissions decision within seventy-two (72) hours after they have received a complete application.

## 5. FEES AND COMMISSIONS

5.1 Subject to the other provisions of this Agreement and the provisions of **Schedule C**, the Agency shall be entitled to commissions (the "**Commissions**") for each student who:

- a) is recruited by the Agency and is enrolled in an Academic Program via the LCI Agent Section;
- b) has paid the Academic Program fees to the relevant LCI Education Network Member;
- c) has commenced the Academic Program; and
- d) has not, subsequent to commencing the Academic Program, been refunded the Academic Program fees.

The Commissions payable to the Agency by LCI shall be calculated on the basis of the commission rates set out in **Schedule C** attached hereto and are payable according to the payment schedule agreed upon in writing by the parties. Commissions for Language Programs are subject, as applicable, to the "*dynamic pricing policies*" of the applicable LCI Education Network Members.

5.2 As for Education Programs related Commissions, LCI shall pay the Commissions to the Agency following the payment of all required fees and charges by the students and prospective students to LCI.

5.3 As for Language Programs related Commissions, the Agency hereby elects to have: (*select applicable payment option*)

- ☐ LCI pay the Commissions to the Agency following the payment of all required fees and charges by the students and prospective students to LCI.
- ☐ the Agency collect from the students and prospective students all required fees and charges and remit same to LCI, less the Agency's applicable Commissions.

5.4 The Agency hereby elects to have to have the following payment method implemented: (*select applicable payment option*)

- ☐ Wire transfer.
- ☐ Cheque.
- ☐ Other: \_\_\_\_\_.

5.5 LCI reserves the right to modify the Commissions rate at any time by notifying in writing the Agency. Commission rates changes shall be implemented no later than seven (7) days after the date at which they are communicated to the Agency but shall not affect the Commission payable with respect to students enrolled by the Agency and for which an application was received by any of the LCI Education Network Members on the LCI Agent Section prior to the date of coming into effect of the new rates.

5.6 The Commissions cover, unless otherwise agreed in writing by the parties, all services operations generally understood to be ancillary to, or forming part of, the Services, including expenses, charges and costs incurred by the Agency in providing the Services. The Agency's expenses in connection with

the Services, such as travelling expenses and seminars and interviews expenses, marketing and after sales services, labour and traveling expenses shall be assumed by the Agency, except when mutually agreed upon in writing by the parties.

- 5.7 The Commissions represent net amounts that the Agency is entitled to receive and include all taxes, assessments, fees and customs duties, of whatever kind or nature levied ("**Taxes**"). In the event that any of said payments become subject to Taxes, the Agency shall be responsible for paying any and all of such Taxes to the appropriate authorities as required by applicable law.

## 6. COLLECTION OF TUITION FEES, CANCELLATIONS AND REFUNDS

- 6.1 The Agency shall ensure that relevant fees and charges and supporting documentation for the applicable Academic Program accompany each student or prospective student application and issue proper receipts in connection thereof.

- 6.2 In the event a student and prospective student transfers the required fees and charges directly to the Agency, the Agency shall promptly transfer any such funds to LCI. Tuition fees must be transferred on reception, failing which, the Agency will be in breach of this Agreement. The Agency understands and acknowledges that the immediate transfer of funds accelerates the recruitment process.

- 6.3 The following rules apply with respect to tuition fees:

- a. Application fees are subject to the cancellation and refund policies of the applicable LCI Education Network Member, as modified and updated from time to time and available on its website.
- b. For Language Programs, commissions paid for the cancelled portion must be refunded to the school.
- c. The Agency is responsible for informing LCI and the relevant LCI Education Network Member in writing of cancellations, postponements and withdrawals by students.
- d. In case of cancellation, refunds are calculated based on the amounts received. Refunds are calculated according to each LCI Education Network Member's refund policy. The refund will be payable to the party which made the original payment using the same payment method.
- e. The Agency cannot withhold any part of the tuition fees refunded by the school nor any part of the commission paid by the school for services that have not been rendered. The Agency can charge separately a cancellation or administrative fee as long as these fees are clearly identified as such and are not construed in any way as being fees payable to LCI or any of the LCI Education Network Members or any of their affiliates.

## 7. INTELLECTUAL PROPERTY AND MATERIALS

- 7.1 The Agency acknowledges LCI and LCI Education Network Members' rights to and interest in the trademarks or tradenames identified in **Schedule A** attached hereto and any variations, advertising slogans or logos used in connection therewith or which may be developed from time to time by LCI, the LCI Education Network Members or any of their affiliates (in this Section 7, the "**Marks**"). The Agency will not challenge title to the Marks during or after the expiration of this Agreement. The Agency

acknowledges that it is not acquiring a license or proprietary right to any of the Marks. The Agency shall not do anything or commit any act that might infringe upon, dilute, prejudice or adversely affect the validity or the ownership of the Marks and the Agency shall comply with the policies and procedures for use of said Marks. The Agency shall not use the Marks as part of its commercial name, including but not limited to, a corporate, partnership, assumed or fictitious name or trade name or style.

- 7.2 LCI or the LCI Education Network Members, as the case may be, hereby grant a non-exclusive license to use Academic Programs information and all brochures and other marketing materials provided by LCI and the LCI Education Network Members for purposes of the Services. All such materials and information produced by LCI or the LCI Education Network Members are fully copyrighted and therefore reproduction of materials by any means, including through production of translated versions, is strictly prohibited without the express written consent of LCI or the LCI Education Network Members.

## **8. PROMOTION AND REPRESENTATION**

- 8.1 The Agency agrees to bear all publicity and advertising efforts at its own expense. LCI, in certain circumstances, may approve a special promotional budget in cooperation with the Agency. Any publicity materials bearing the LCI Education Network Members logos or any other Marks prepared by the Agency must be submitted to LCI for approval.
- 8.2 The Agency shall, throughout the Term, maintain business activities that will up-hold and contribute to and protect the value of the image, goodwill and international reputation of the LCI Education Network Members.
- 8.3 During the Term, the Agency shall have the following obligations with respect to the marketing, promotion and representation of the Academic Programs and the LCI Education Network Members:
- 8.3.1 To use commercially reasonable efforts to further the advertising, promotion, marketing, sale and other distribution of Academic Programs and the LCI Education Network Members;
  - 8.3.2 To promptly respond to all inquiries from students and prospective students (including, without limitation, complaints);
  - 8.3.3 To cooperate with LCI in dealing with any students inquiries and complaints concerning the Academic Programs and to take any action requested by LCI to resolve such inquiries and complaints; and
  - 8.3.4 To present the Academic Programs and the LCI Education Network Members at seminar, promotion and student events and conferences.

## **9. OBLIGATION OF CONFIDENTIALITY**

- 9.1 For purposes hereof, “**Confidential Information**” means any information received, in any manner whatsoever, by the Agency and its authorized personnel from LCI or directly from the LCI Education Network Members, in any form whatsoever, in connection with LCI, the LCI Education Network Members, their activities, the students and prospective students or the Services, including, without limiting the generality of the foregoing, all financial or marketing information, trade secrets, marketing strategies, promotional materials, manuals and documentation, technical knowledge and methods, Personal Information (defined in Section 10 below), agreements with the students and prospective

students, names or lists of suppliers and agents, technical and sales policies and pricing policies of LCI and the LCI Education Network Members and information about the personnel of LCI and the LCI Education Network Members. However, the term "Confidential Information" does not include information i) that is available in the public domain; or ii) generally known in the education industry without any breach of this Agreement by the Agency; or iii) for which disclosure has been previously approved by LCI.

- 9.2 The Agency acknowledges that it will receive Confidential Information in the context of the provision of Services. The Agency acknowledges that the disclosure or use of Confidential Information may be damaging to LCI and the LCI Education Network Members and contrary to their legitimate interests.
- 9.3 The Agency or any of its affiliates, sub-contractors, board members, officers, shareholders, partners or employees, shall not, either during the Term of this Agreement or at any time thereafter, disclose any Confidential Information to any third party whatsoever, other than to the extent disclosure is required to perform the Services in accordance with this Agreement, without the express written consent of LCI or the LCI Education Network Members, as applicable. The Agency agrees that during the Term and at any time thereafter, it shall use the Confidential Information only for purposes relating to the provision of Services and agrees not to otherwise use, disclose, distribute, sell, transfer, give, publish, circulate or otherwise distribute to any person or individual whosever or otherwise render public any Confidential Information.
- 9.4 Any document or work composed, assembled or produced by the in the context of performing the Services is the property of LCI and, to the extent that such document or work contains Confidential Information (including, without limiting the generality of the foregoing, the notes, extracts, text or references through which the nature or substance of Confidential Information may be implicitly or otherwise disclosed), it is deemed to be Confidential Information within the meaning of this Agreement and must be treated as such.
- 9.5 Notwithstanding any provision to the contrary, nothing in this Agreement shall prevent the disclosure of Confidential Information if such disclosure is otherwise required by law, provided that the Agency gives LCI reasonable advance notice of any such proposed disclosure in order for LCI to oppose such request in a timely manner if LCI deems appropriate. The Agency will cooperate with LCI if LCI seeks to obtain any injunction or other recourse or remedy to prevent the disclosure of Confidential Information.

## 10. PERSONAL INFORMATION AND PRIVACY

- 10.1 For purposes hereof, "**Privacy Requirements**" means all obligations, restrictions and prohibitions applicable to the Agency in regard of Personal Information and privacy laws which may apply to the Agency in the context of the provision of the Services and "**Personal Information**" means information which relates to an individual and allows that person to be identified.
- 10.2 The parties acknowledge and agree that it may be necessary for the Agency to use, handle, access, view and download ("use") Personal Information to provide the Services to LCI and the Agency agrees that such use shall be done in accordance with the following restrictions and conditions.
- 10.3 The Agency shall comply with all Privacy Requirements applicable to the Services. The Agency shall not use, consult or distribute Personal Information except as necessary to provide the Services or as required by law. The Agency shall apply and abide by the highest standards of Privacy Requirements



in the context of the performance of the Services and the processes used in connection thereof. The Agency shall encrypt data as necessary to ensure the privacy of Personal Information.

- 10.4 The Agency shall require its authorized personnel to comply with the Privacy Requirements and it shall not permit authorized personnel employed or otherwise retained by a subcontractor to access to Personal Information unless and until the subcontractor has agreed in writing to provide its services to the Agency in a manner that permits the Agency to comply with the Privacy Requirements set forth herein. Further, the Agency shall use physical, technological and administrative safeguards to provide Personal Information with a level of protection that is appropriate for protecting highly sensitive information from theft, loss and unauthorized use, that, at a minimum, meets industry standards for such safeguards.
- 10.5 Upon termination of this Agreement or at any other time as LCI may determine, the Agency shall:
- 10.5.1 in accordance with written direction from LCI, either securely return or destroy Personal Information in any form that the Agency is holding, without retaining a copy, and take no steps to reassemble such Personal Information unless requested to do so by LCI in writing; and
- 10.5.2 until Personal Information is returned or destroyed in accordance with Subsection 10.5.1 above, cease using and continue to protect the Personal Information as provided herein.
- 10.6 The Agency shall obtain all required consent from students or prospective students prior to and for the transfer of Personal Information to LCI and the LCI Education Network Members to permit authorized personnel to access Personal Information from another jurisdiction.

## **11. TERM**

- 11.1 Unless otherwise terminated pursuant to the provisions of Section 12 herein, this Agreement is valid for an initial term commencing on **2017-11-15** and terminating on **2020-12-31**.
- 11.2 Thereafter, this Agreement shall be automatically renewed for additional consecutive terms of 1 year unless either party provides written notice of its intent not to renew this Agreement not less than 90 days prior to the last day of the then current term (the initial term and any renewal are herein called the "**Term**")

## **12. TERMINATION**

- 12.1 The parties may terminate this Agreement at any time by mutual consent.
- 12.2 Each party may, at all times, terminate this Agreement upon 90 days prior written notice to the other party.
- 12.3 Either party may, in addition to any other rights and remedies available to it and upon 30 days prior notice to the other Party, terminate this Agreement, without penalty, charge or liability of any kind in the event of a breach by the other party of its obligations, representations, warranties and covenants hereunder and where such breach is not cured within said 30 days cure period.
- 12.4 Notwithstanding the foregoing, LCI may forthwith terminate this Agreement, without penalty, charge or liability of any kind if:



- 12.4.1 the Agency violates any legislation;
- 12.4.2 the Agency misrepresents itself as LCI or the LCI Education Network Members in seeking bona fide students;
- 12.4.3 LCI or the LCI Education Network Members become aware of, or reasonably suspects, dishonest practices, including the deliberate attempt to recruit a student in contravention with any of the provisions herein contained;
- 12.4.4 the Agency solicits students or prospective students that are resident of Canada;
- 12.4.5 on any rolling twelve month period, the Agency has failed to register any student in an Academic Program or has failed to meet its KPI for the applicable period;
- 12.4.6 the Agency is declared bankrupt or makes an assignment for the benefit of its creditors, or is otherwise insolvent or makes an application for the protection of the court from its creditors;
- 12.4.7 the Agency becomes a competitor or a direct rival in the education sector.

12.5 Upon termination of this Agreement:

- 12.5.1 The Agency shall no longer represent the LCI Education Network Members in any capacity whatsoever. All promotional material and other information and material shall immediately be returned to the LCI Education Network Members. It shall not be transferred, sold, given to or traded with any other person(s), including but not limited to, other agents and/or other educational institutions.
- 12.5.2 The Agency shall cease to recruit for or register any students in the programs offered by the LCI Education Network Members.

### 13. REPRESENTATIONS AND WARRANTIES OF THE AGENCY

- 13.1 The Agency represents, warrants and covenants to LCI as follows and acknowledges that LCI is relying on such representations, warranties and covenants in entering into this Agreement:
  - 13.1.1 it is duly incorporated under the laws of **Sia Immigration Solutions Inc.** and duly licensed, registered and qualified to do business in each country where it performs the Services and it is up to date in the filing of all required corporate returns and other notices and filings;
  - 13.1.2 it is in good standing in all respects in each jurisdiction in which the nature or conduct of its business or any part thereof makes such qualification necessary or desirable to enable its business to be carried on as conducted;
  - 13.1.3 it has the necessary corporate power, authority and capacity to perform its obligations under this Agreement, and the Agency's execution of this Agreement has been duly authorized by all necessary corporate action on behalf of the Agency;
  - 13.1.4 this Agreement has been duly executed and delivered by the Agency and is a valid and binding obligation of the Agency enforceable against it in accordance with its terms and conditions;

13.1.5 it shall perform, or cause to be performed (including through appropriate supervision and inspection) the Services and otherwise fulfill its obligations hereunder honestly and in good faith, exercising reasonable skill, care and diligence, in accordance with recognized professional and industry standards, in a timely manner and in accordance with the terms and conditions of this Agreement;

13.1.6 it shall be liable to LCI for all actions or omissions by the Agency's personnel and its subcontractors and their personnel.

13.2 The Agency shall be deemed throughout the Term to be continuously providing the representations, warranties and covenants set out above.

#### **14. LCI GLOBAL ADMISSION AND LCI EDUCATION NETWORK MEMBERS**

14.1 The Agency acknowledges and agrees that admissions to the Academic Programs shall only be granted by the LCI Education Network Members via their respective admission process and all decisions regarding the admissions of students or prospective students are the sole prerogative of the LCI Education Network Members.

14.2 The Agency acknowledges that LCI is solely an agent of the LCI Education Network Members for the purpose of the admission and recruitment of students and prospective students and has no prerogative, discretion, influence or involvement whatsoever in the admission process of the LCI Education Network Members.

14.3 LCI and the LCI Education Network Members are separate, distinct and independent entities. LCI's sole responsibility in connection with the admissions of students or prospective students to Academic Programs is limited to the good faith operation of the recruitment and LCI Agent Section.

14.4 The Agency acknowledges that the LCI Education Network Members may, at any time, terminate LCI's capacity as admission and recruitment agent, including the right of LCI to subcontract such responsibilities. The Agency acknowledges and agrees that LCI shall not incur any liability whatsoever as a result of the LCI Education Network Members terminating, in whole or in part, LCI's capacity as admission and recruitment agent nor in connection with any modification to admission criteria or in connection with the modification or termination of Academic Programs by the LCI Education Network Members.

#### **15. LCIEDUCATION.COM - AGENTS SECTION**

15.1 In consideration of the mutual covenants provided herein, LCI hereby grants to the Agency and its authorized personnel, for the term of this Agreement, a royalty-free, non-exclusive, non-transferable right to access and use the LCI Education Network Website's Agents Section available at the following address: <http://lcieducation.com/agents> (the "LCI Agent Section"), solely for the purpose of process, recruit and enroll qualified students in the Academic Programs.

15.2 The right to access and use the LCI Agent Section is subject to the Agency's strict compliance with the terms and conditions of the LCI Agent Section, which may be amended from time to time.

15.3 Except as specifically permitted herein, the Agency and its authorized personnel may not:

- 15.3.1 license, sublicense, lease, copy or otherwise supply the LCI Agent Section for use by, or for the benefit of, any third party, without the prior written consent of LCI;
- 15.3.2 supplement, translate, reverse engineer, decompile, disassemble or otherwise reduce the LCI Agent Section to human readable form;
- 15.3.3 use or access the LCI Agent Section to: (i) build a competitive product or service, (ii) make or have made a product using similar ideas, features, functions or outputs of the LCI Agent Section, (iii) copy any features, functions or outputs of the LCI Agent Section.
- 15.4 The use, resale or exploitation of the LCI Agent Section except as expressly permitted in this Agreement is prohibited.
- 15.5 LCI may proceed and provide Agency from time to time with updates and enhancements of the LCI Agent Section. These services may cause a temporary interruption of the LCI Agent Section and the access thereto. LCI shall not incur any liability as a result thereof.
- 15.6 Title to the LCI Agent Section, and patents, copyrights and all other intellectual property rights applicable thereto, will at all times remain solely and exclusively with LCI and its licensors, and the Agency will not take any action inconsistent with such title. No transfer of ownership of any intellectual property will occur under this Agreement. The LCI Agent Section is protected by Canadian, United States and international laws, rules, regulations and treaty provisions protecting intellectual property rights. Any rights not expressly granted herein are reserved by LCI and its licensors.
- 15.7 The Agency and its authorized personnel shall comply at all time with the terms and conditions of use of the LCI Agent Section.
- 15.8 Any process, recruitment and enrollment of students to Academic Programs shall be made by the Agency and its authorized personnel via the LCI Agent Section. Admission requests for students or prospective students shall be made by the Agency and its authorized personnel via the Academic Platform. Any potential student or prospective student shall be promptly, duly and correctly entered as a "Lead" in the LCI Agent Section. The Agency shall duly monitor the admission process of all "Leads" via the LCI Agent Section. For the purposes hereof, the Agency is regarded as having recruited a student under this Agreement if the Agency submits the student's application for enrollment on the LCI Agent Section on the Agency's own account.

## **16. INDEPENDENT CONTRACTOR**

- 16.1 This Agreement does not create a relationship of mandatary, partner, employee or legal representative between the parties. The parties acknowledge that, notwithstanding any other provision of this Agreement, they act as independent contractors. The Agency assumes the sole and complete responsibility for the employment, control and conduct of its employees.

## **17. INDEMNIFICATION**

- 17.1 The Agency assumes all risks and liability inherent in the performance of its obligations hereunder and those of its personnel, suppliers and subcontractors and shall take all the necessary measures to avoid any damage to LCI, the LCI Education Network Members or to third parties. To that effect, the Agency agrees to defend, fully indemnify and hold harmless LCI, the LCI Education Network Members, their

affiliates and their respective directors, officers, employees, licensees, customers, agents and contractors, and their successors and assigns, from and against any and all claims, demands, suits, actions, prosecutions or administrative hearings, orders, fines or fine surcharges, judgments, causes of action and/or liability, of any kind whatsoever, for damages, losses, costs and/or expenses (including legal fees and disbursements) resulting from: (i) damages to persons or property, personal injury or death caused by the negligent or willful acts or omissions of the Agency, the Agency's personnel, suppliers and subcontractors arising in connection with this Agreement; and (ii) contravention to applicable laws, and (iii) any and all breaches by the Agency of any representations, warranties, covenants, terms or conditions of this Agreement.

- 17.2 In no event shall a party's liability of any kind to the other party include any exemplary, punitive, special, indirect, incidental or consequential losses or damages, even if the party shall have been advised of the possibility of such potential loss or damage. In no event shall any party be liable for anticipated profits.
- 17.3 In no event shall LCI be liable to the Agency or any of its affiliates, agents, sub-contractors or employees for any damage, loss, cost and/or expense resulting from (i) the cancellation of any Academic Program or other course or program, (ii) the transmission, by LCI or a LCI Education Network Member, via the LCI Agent Section or otherwise, of inaccurate or incomplete information or materials related to an Academic Program (including applications documents and admission requirements), or (iii) any act or omission of any LCI Education Network Member.

## **18. SURVIVAL OF OBLIGATIONS AND REMEDIES**

- 18.1 The confidentiality and non-disclosure obligations set out under Sections 9 and 10 and the indemnification obligations set out under Section 17 shall survive the expiry or earlier termination of this Agreement and will be enforceable notwithstanding the existence of any claim by or a right of action of the Agency against LCI in connection with the Agreement or otherwise.
- 18.2 The Agency acknowledges that any default relating to the provisions of Sections 9, 10 and 17 will cause LCI and the LCI Education Network Members serious and irreparable harm. In the event of such breach, LCI may immediately rely on injunction procedures, in addition to any other remedies available to LCI.

## **19. MISCELLANEOUS PROVISIONS**

- 19.1 This Agreement constitute the entire and sole agreement between the parties with respect to its subject matter and shall supersede all other communications, negotiations, arrangements of any nature between them prior to the effective date of this Agreement. This Agreement supersedes and replaces all previous contract and agreement between the parties with respect to its subject matter.
- 19.2 This Agreement may be modified or amended only in a writing signed by each party.
- 19.3 The Agency shall not have the right to transfer or assign its interests in this Agreement to any party without the prior written approval of the LCI Education Network Members. The Agency shall not subcontract any Services under this Agreement without LCI's prior written consent. An authorized or permitted assignment or subcontract shall not relieve the Agency of its obligations hereunder.

- 19.4 This Agreement is governed by the laws of the Province of Quebec and the laws of Canada applicable therein (without regard to conflicts of law principles).
- 19.5 Each party undertakes to, without delay, sign, deliver, or to have signed and delivered, all deeds, documents and materials that the other party may reasonably require to give full effect to the obligations contained in this Agreement.
- 19.6 Each provision of this Agreement is separate and distinct and, if any provision of this Agreement is deemed invalid, illegal or unenforceable, all of the other provisions will remain in full force and effect.
- 19.7 A failure to act or delay in acting by a party with respect to a non- performance or a non-exercise of a right under this Agreement will not operate as a waiver of that performance or that right. The waiver of a right under this Agreement by a party will not be effective, unless it is given in a signed writing, in which case it will be effective in the specific instance and for the specific purpose given.

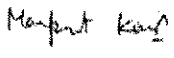
*[Signatures page follows]*

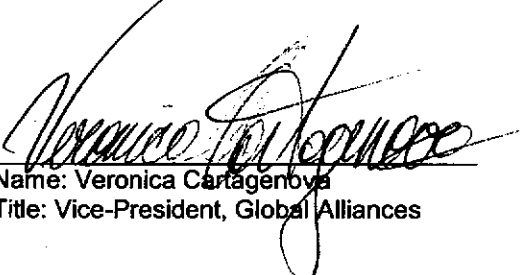
This Agreement was executed in duplicate copies on 2017-11-15

**8240175 CANADA INC.**

**Sia Immigration Solutions Inc.**

per:   
Name: Jillali Harakat  
Title: Controller

per:   
Name: Manpreet Joshi  
Title: Director

per:   
Name: Veronica Cartagena  
Title: Vice-President, Global Alliances

**SCHEDULE A**  
**LCI EDUCATION NETWORK MEMBERS, ACADEMIC PROGRAMS AND MARKS**

**1) LCI Education Network Members - CANADA:**

<b>LaSalle College Montreal</b> 2000, Ste-Catherine Street West Montreal, QC, H3H 2T2	Website : <a href="http://www.lasallecollege.com">http://www.lasallecollege.com</a>
<b>Inter-Dec College</b> 2000, Ste-Catherine Street West Montreal, QC, H3H 2T2	Website : <a href="http://www.interdeccollege.com">http://www.interdeccollege.com</a>
<b>LaSalle College Vancouver</b> 2665 Renfrew St. Vancouver, BC, V5M 0A7	Website : <a href="http://www.lasallecollegevancouver.com">http://www.lasallecollegevancouver.com</a>
<b>MILC / Montreal International Language Centre</b> 2000, Ste-Catherine West Montreal, QC, H3H 2T2	Website : <a href="http://www.cilm.qc.ca">http://www.cilm.qc.ca</a>
<b>CSLI / Canadian Second Language Institute</b> 188 Nelson Street Vancouver, BC, V6B 6J8	Website : <a href="http://www.csli.com">http://www.csli.com</a>

**2) Language Programs:**






- MILC / Montreal International Language Centre : visit <http://www.cilm.qc.ca>
- CSLI / Canadian Second Language Institute : visit <http://www.csli.com>

**3) Education Programs:**

- LaSalle College Montreal : visit <http://www.lasallecollege.com>
- Inter-Dec College : visit <http://www.interdeccollege.com>
- LaSalle College Vancouver : visit <http://www.lasallecollegevancouver.com>



## 4) Marks:

LCI Education network	 <b>LCI EDUCATION NETWORK</b> AGENT
LaSalle College	 <b>LaSalle College</b>
Inter-Dec College	 <b>Inter-Dec College</b>
MILC	 <b>MONTREAL INTERNATIONAL LANGUAGE CENTRE</b>
CSLI	 <b>Canadian Second Language Institute</b>

**SCHEDULE B**  
**SPECIFIC TERMS AND REQUIREMENTS FOR CANADA**

**STUDENT VISA**

Students are required to obtain a student visa to enter Canada and the LCI Education Network Members campus. Students studying in the province of Quebec will also need to apply for a Quebec Acceptance Certificate for studies (a “**CAQ**”) before applying for their student visa.

A Letter of acceptance will be issued for each student upon formal acceptance by the relevant LCI Education Network Members. The Agency will direct the students to the Government of Quebec website for their CAQ and to the Citizenship and Immigration Canada (CIC) website to find information with respect to visa processing, application forms, and regulations in order to expedite and facilitate their visa requirements and chances of obtaining the student visa.

The Agency or, as the case may be, the relevant LCI Education Network Members will grant a full refund of pre-paid fees, except registration fee, accommodation placement fee and all bank transfer charges to applicants who can submit satisfactory evidence that they have been denied a student visa by Immigration Canada, as long as the school is notified in writing more than 14 days before the program start date.

The Agency must advise those prospective students that intend to join a campus located in Canada on the basis of a “student visa” that they must have a primary purpose of full-time studying.

Other requirements to be identified by the Agency.

### SCHEDULE C AGENCY REMUNERATION

- 1) The payment of commission as remuneration for programs sold will be calculated as per the commission scheme set out below. LCI Education Network Members will compensate in Canadian dollars.

#### Montreal campuses

MILC (Montreal)	Language programs	<b>25.00%</b> of all tuition fees only (excluding administration and all other fees)
LaSalle College   Montreal Inter-Dec College   Montreal	All programs	<b>15.00%</b> of tuition fees only (excluding administration and all other fees) for the period of, but not exceeding, two semesters

#### Vancouver & Toronto campuses

CSLI (Vancouver)	Language programs	<b>25.00%</b> of all tuition fees only (excluding administration and all other fees)
LaSalle College   Vancouver LaSalle College   Toronto	EAP	900\$ payable Q1
	11 week certificates	1,000\$ payable Q1
	Certificates	500\$ payable Q1 1000\$ payable Q2
	Diplomas and Associate Degrees	1500 payable Q1 1500\$ payable Q2
	Bachelors and Masters	2,000\$ payable Q1 2,000\$ payable Q2

- 2) Commissions to the Agency for Language Programs will be paid after the student completes 30% of the registered program unless the commission was already deducted from the payment.
- 3) For all regular programs, commissions will be paid within 4 weeks of the Census date - closing date for student withdrawal without financial penalty.
- 4) In the event the student extends the duration of studies in Language Programs upon arrival, commissions will be paid to the Agency on the extension on a monthly basis. The Agency will be compensated on the basis of twenty (20%) percent of the tuition fees deposited, once students are extending their studies at the school.