

THIS AGREEMENT dated 15-12-2016
(Date Agreement Signed)

BETWEEN:

CDI Career Development Institutes Ltd.
carrying on business as CDI College
of Business, Technology & Health Care

(hereinafter referred to as “CDI College”)

OF THE FIRST PART

AND:

Manpreet Joshi
(Agent Name)

3152 Mara Road Kamloops bc Canada
(Agent Mailing Address)

V2b7b2
(Country and Postal Code)

(hereinafter referred to as “the Agent”)

OF THE SECOND PART

IS BASED UPON THE FOLLOWING:

- A. CDI College provides programs of study in the fields of Business, Technology and Health Care. CDI College wishes to retain the services of a recruiter for the purpose of obtaining international students for CDI College.
- B. The Agent wishes to recruit students for CDI College.

NOW THEREFORE in consideration of the terms and conditions contained herein the parties agree as follows:

1. Appointment of the Agent

1.1 Authorization to Recruit Students

CDI College hereby authorizes the Agent to recruit students for CDI College by all lawful and proper means, subject to the terms and conditions of this Agreement. The Parties hereto recognize and agree that this appointment shall be non-exclusive.

1.2 Agent's Remuneration

- (a) The Agent shall be entitled to receive, as compensation for recruitment services a sum equal to twenty percent (20%) of the domestic tuition fee (exclusive of books, lab fees and other program costs) payable to CDI College for diploma programs, as set out in the Fees Schedule for the appropriate period. No compensation is payable to the Agent until 100% of the tuition amount due to CDI College has been paid to CDI College. The agent is not entitled to commission on any amount paid for books, lab fees or other program costs, if these are paid separately.
- (b) The Agent must refund to CDI College the appropriate portion of the compensation for recruitment services, if CDI College is required to refund any portion of the student's tuition according to CDI College's Refund Policy.

1.3 Recruitment of Students

- (a) Admissions Representatives from CDI College are to interview prospective candidates to determine program suitability. An admissions assessment is administered at this time and candidates must meet all entrance requirements to the program of study applied for.
- (b) The CDI College entrance assessment must be administered by CDI College. This assessment must be successfully completed in order for a student to gain full acceptance to the College notwithstanding that the test will not be written until after the school has issued a Letter of Acceptance and received the tuition deposit set out below.
- (c) In order to reserve a seat for a student, a student must pay a deposit equal to 25% of the total program tuition. This deposit includes a non-refundable registration fee of \$100.00. A Letter of Acceptance will be provided upon receipt of the required deposit amount.
- (d) The Agent may not claim the commission for a student if that student has directly contacted an Admissions Representative at CDI College before meeting the Agent.
- (e) The Agent shall advise student that acceptance by CDI College is made only upon the approval of CDI College which reserves the right to accept or refuse any prospective student.

- (f) The Agent may calculate and accept the full application and tuition from any prospective student based upon those rates charged by CDI College from time to time (herein “tuition”).
- (g) The Agent may deduct any and all commission payments, as approved by CDI College to which the Agent is entitled, as contemplated in Section 1.2.(a) herein, from tuition collected. The Agent shall forward the balance of the tuition collected to CDI College within ten (10) days of receipt thereof.
- (h) The Agent may charge a prospective student a fee for the Agent’s costs incurred in processing all application paperwork for prospective students. These costs will include telephone tolls, courier charges and so on. The Agent agrees that any such fee shall be reasonable and that the agent will provide the student with a specific listing of these charges upon request. The student must pay these costs in addition to the amounts due to CDI College.
- (i) In the event of a cancellation, the Agent covenants and agrees that the Agent shall return any and all commission unearned by the Agent and will pay to CDI College the unearned commission within fifteen (15) days of invoice date. The Agent shall indemnify and hold CDI College harmless from any and all claims made by a cancelling student against CDI College for the Agent’s failure to return any commission retained by the Agent.
- (j) The Agent shall not execute any document on behalf of CDI College or in any way represent to any prospective student that the Agent has the authority to in any way legally bind CDI College. Notwithstanding the Agent’s authority to

collect tuition, acceptance of all applicants shall be at the discretion of CDI College. The Agent shall have no authority to contractually bind CDI College to any student, organization or entity.

- (k) The Agent must clearly identify to the student the relationship between CDI College and the Agent. The Agent must disclose the fact that the Agent receives remuneration based on the enrollment of the student.

2. Duties of CDI College

2.1 Supply of Promotional Materials

CDI College agrees that it shall provide the Agent with a reasonable supply of promotional materials from time to time. CDI College agrees that such promotional materials shall be made available to the Agent at no cost to the Agent. The Agent hereby recognizes and agrees to deliver the promotional materials to such persons and/or entities, which express an earnest interest in the CDI College programs.

2.2 Right of Refusal

CDI College reserves the right to refuse any application submitted by any student of the Agent.

2.3 Thoughtful consideration

CDI College represents and agrees that it shall review and thoughtfully consider each and every application submitted by a prospective student for admission to CDI College.

3. Termination

Either party hereto may terminate this Agreement upon sixty (60) days prior written notice to the other Party. In the event of any such termination, CDI College agrees to tender any and all amounts owing to the Agent.

For the purposes of this Agreement, the Agent may give written notice to CDI College by sending it to the campus of CDI College with which this Agreement is made. CDI College may give notice to the agent at the address shown in this Agreement or such other address as the Agent provides from time to time.

4. The Agent's Expenses

Unless otherwise specifically set forth in the Agreement, the Agent shall be solely responsible for expenses that may be incurred by the Agent in connection with this Agreement, and shall not be reimbursed by CDI College for any of such expenses whatsoever.

5. The Agent's Representatives

5.1 Authorization to Appoint Representatives

The Agent may appoint or, otherwise designate one or more representative in connection with the Agent's performance of the Agreement. The Agent hereby represents and warrants that the Agent's representatives shall be subordinate to the Agent and subject to all terms and conditions of the Agreement.

5.2 The Agent is responsible for the actions of the Representative

The Agent shall be solely responsible for the acts and conduct (including, without limitation, any risk of liability associated with, arising out of, or reasonably foreseeable as a result of such), compensation, reimbursement, expenses and supervision of the Agent's representatives.

6. Limitation of Liability and Indemnification

Except as otherwise specifically provided herein, neither Party hereto shall be liable for any liability, claims, losses, costs, expenses, injuries, or damages of any nature whatsoever, which the other may be subject to or incur as a result of any activities in connection with this Agreement. Each Party shall indemnify and hold the other harmless from and against any liability, claims, losses, costs, expenses, injuries, or damages howsoever caused, by reason of any injury sustained to person or property, arising out of, associated with, or reasonably foreseeable as a result of a Party's act, negligence, default, or omission, and shall pay all sums to be paid or discharged in relation thereto.

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If either Party is sued in any court by reason of the conduct of the Party as described above, such other Party shall discharge any judgment rendered in favour of the opposing litigant. Nothing herein is intended to nor shall it relieve either Party from liability for its own conduct.

IN WITNESS WHEREOF the Parties hereto have caused this Agreement to be executed as of the date first above written.

CDI COLLEGE BY ITS AUTHORIZED SIGNATORY:

Authorized Signature

Printed Name

Campus Location

Title

THE AGENT BY ITS AUTHORIZED SIGNATORY:



Authorized Signature

Manpreet Joshi
Printed Name