

Agency Agreement Between

CodeCore College

And

Sia Immigration Solutions Inc

WHEREAS CodeCore College is a designated post-secondary private career college in the province of British Columbia, Canada, AND WHEREAS the Agent is in the business of recruiting students for enrolment into post-secondary institutions, AND WHEREAS CodeCore would like to utilize the recruitment services provided by the Agent, NOW THEREFORE in consideration of the mutual covenants herein contained and other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the Parties hereby agree as follows:

1. CONSIDERATION AND TERM

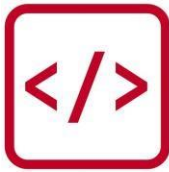
- 1.1 Subject to the terms and conditions of this Agreement, the Agent agrees to provide CodeCore with Student Recruitment Services in exchange for commission outlined in Appendix B on course tuition only.
- 1.2 Any supplemental payments may be appended to this contract as mutually agreed by the Parties in writing from time to time.

2 REGISTRATION PROCESS

2.1 In the case where the student is locally recruited and admitted by CodeCore into our Bootcamps or Fundamentals classes:

- 2.1.1 Payment must be received on or before the student's first day of class and may be made via transfer, cheque or credit card. A deposit of \$100 for Fundamentals and \$250 for bootcamp is due at the time of registration. Commission will be remitted to the agent no later than 2 weeks after the student has completed 30% of the course. The Agent will send an email confirmation of the payment to: info@codecore.ca

2.2 In the case of programs longer than 3 months in duration including diplomas and university transfer programs:

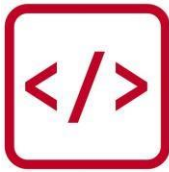


- 2.2.1 CodeCore College may be paid directly by the student or the agent.
- 2.2.2 First semester tuition Fees are to be paid at least 60 days prior to commencement of study.
- 2.2.3 Subsequent semester fees need to be paid 30 days prior to the semester start date.
- 2.2.4 The Agent will provide CodeCore College with an invoice for the recruitment commission in accordance with the rate outlined in Appendix A. CodeCore College will send the Agent payment by Bank Draft or Electronic transfer after the full refund date has been passed as specified on the student enrolment form.
- 2.2.5 On receipt of fees for the first semester from the Agent or directly from the student, CodeCore College will send a Letter of Acceptance.
- 2.2.6 CodeCore College will not issue a Letter of Acceptance without receipt of a signed Conditions of Agreement & Refund Policy document.
- 2.2.7 The Agent must notify CodeCore of their relationship with the applicant prior to the first semester of their attendance in order to be eligible for commission payment. Once the student has started their program, no retroactive notification of an agent-student contract may be made.
- 2.2.8 The Agent will assist the student to arrange a student visa of appropriate type or ensure that the student has made arrangements for their study permit. The school must be kept informed of the student's permit, visa application and status.
- 2.2.9 The Agent will assist the student by advising CodeCore College of arrival details and other dates related to student's enrolment.
- 2.2.10 Tuition fees must be paid for repeat subjects or components of repeat subjects with the exception of the 12 week bootcamp and fundamentals class which allow for unlimited retakes, provided that student's visa conditions allow for it.
- 2.2.11 CodeCore College reserves the right to change its fees and conditions at any time without notice.

3. OBLIGATIONS OF BOTH PARTIES

CodeCore College's international student recruitment strategy relies in part on overseas educational representatives to promote our courses and to provide us with market intelligence and advice.

The honesty and integrity of our overseas representatives and the willingness to provide a comprehensive personal service to students is of utmost importance. Providers of education and training courses to overseas students to be registered businesses in their



home country. Proof of business registration and references must be provided at the time of application unless otherwise waived by CodeCore College management.

CodeCore and the Agent hereby agree to the following:

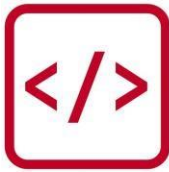
- 3.1 The Agent will introduce and recruit students to CodeCore for its programs and abide by all local and international laws and regulations applicable to post-secondary educational institutions and shall not recruit students for any illegal purposes
- 3.2 It is the responsibility of Agent to check and verify the authenticity of original transcripts, certificates and other relevant documentation of students before forwarding them to CodeCore.
- 3.3 The Agent is to review and be familiar with the Application process of CodeCore College.
- 3.4 Upon signing this agreement the Agent is accepts the responsibility for the tuition fee and registration fee payments of all their own referrals and their subagents referrals to CodeCore.
- 3.5 Agent will provide a copy of the approved visa and permit to CodeCore within 72 hours of receipt of such.
- 3.6 In the case of student visa refusal, Agent will provide the refusal copy to CodeCore within 72 hours of receipt. CodeCore will refund the student's tuition fee paid to CodeCore within 30 days of receiving the visa refusal letter from Agent.
- 3.7 The Agent is not authorized to issue any letters on behalf of CodeCore.
- 3.8 The parties acknowledge and agree that, from the commencement of this Agreement, there is no joint venture or any relationship of employer/employees or of principal/agent between CodeCore College and the Agent.
- 3.9 The Agent acknowledges that the Agent is an independent contractor to CodeCore College.

4. SERVICES PROVIDED BY AGENTS:

- 4.1 The following services must be provided by the Agent for the effective marketing and recruitment of international students to CodeCore College:
 - 4.1.1 Counselling and consultation to students
 - 4.1.2 Admission requirements for course
 - 4.1.3 Counselling on visa requirements and conditions
 - 4.1.4 Study & living costs
 - 4.1.5 Inform students that they must report to CodeCore College **within 2 business days of arriving in CANADA**. Immigration Canada will be contacted and the student will be reported if they fail to contact the college.

5. LIMITATION ON AUTHORITY AND RESPONSIBILITIES

- 5.1 The Agent acknowledges and agrees that it is not authorised to enter into legal binding contracts or arrangements on behalf of CodeCore College other than with the prior written authorisation of CodeCore College and in particular;



5.2 the Agent must not incur any costs, expenses or liabilities on behalf of CodeCore College in the absence of prior written approval from CodeCore College.

5.3 The Agent and CodeCore Agree to follow the Code Of Conduct and Responsibilities Outlined in Appendix A to this document or as it appears on the CodeCore Website.

6 PERFORMANCE MEASUREMENT

6.1 The Agent must assist CodeCore College to monitor, measure and evaluate the delivery of the agreed services. Performance Evaluation will normally occur annually and may include but is not limited to:

- 6.1.1 Number recruited, registered and completed
- 6.1.2 Satisfaction as measured in an annual survey of students recruited
- 6.1.3 Inspection by CodeCore College staff when making marketing visits
- 6.1.4 Information provided by CodeCore College staff working directly with Agent.

7 TERM OF AGREEMENT

7.1 The term of this agreement shall be one year and will be automatically renewed on the annual expiry date unless terminated by one or the other parties.

7.2 Termination of this agency agreement may take place with 30 days written notice. All students currently in process will be handled as though the document were in full force, unless the contract has been terminated.

8 TERMINATION RIGHTS

8.1 Either party may terminate this Agreement by giving one (1) month's notice in writing to the other party.

8.2 The Agreement can also cease without prejudice when all outstanding student applications or payments owned by either party are settled and provided with one month written notice to the other party at the end of the period of agreement if not renewed.

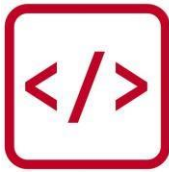
8.3 CodeCore College may terminate this Agreement, in whole or part by giving of immediate written notice for reasons including but not limited to: bankruptcy of the agent, behaviour on the part of the agent that CodeCore deems as detrimental to our business such as misrepresentation, and other reasons of gross misconduct.

9 GOVERNING LAW

9.1 The Agreement is governed by and must be construed and interpreted in accordance with the laws of BC and Canada. The parties agree to submit to the jurisdiction of the courts of British Columbia in respect of any dispute arising under the Agreement.

10 HEALTH COVERAGE

10.1 International students must have their own private health insurance at all times.



10.2 Students will be automatically enrolled in the insurance coverage provided by CodeCore for their first semester or until they show proof that they are enrolled in MSP.

10.3 Insurance coverage must be valid for the period immediately upon arrival to Canada, not the start date of the program.

11 REFUND POLICY

11.1 Requests for refunds must be made in writing to CodeCore College.

11.2 The claim must identify the reason for the refund and must include supporting documentation according to the circumstances.

11.3 The date of notification of the request for refund is taken as the date the request is received by CodeCore College. Please note that a notice of withdrawal due to the following circumstances may be accepted as grounds for partial refund of fees or the issuance of a letter of credit for a student to return. Supporting documentary evidence must be provided:

11.3.1 Illness or disability

11.3.2 Death of a close family member (parent, sibling, spouse or child)

11.3.3 Political or civil event that prevents acquittal

11.3.4 In all cases, Refunds of tuition and accommodation fees will be in accordance with the Guidelines for institutions providing courses to international students as outlined by the Private Training Institutions Branch (PTIB).

11.3.5 CodeCore College is further governed by the PTIB Refund Policy as follows:

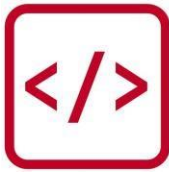
11.3.5.1 No later than seven days after student and institution signed the enrolment contract, and Before the program start date: 100% tuition refund

11.3.5.2 Between the date the contract was signed and the start date of the program, where that period is less than seven days. 100% tuition refund

11.3.5.3 More than seven days after the student and institution signed the enrolment contract, and at least 30 days before the program start date - Institution may retain up to 10% of tuition, to a maximum of \$1,000

11.3.5.4 More than seven days after the student and institution signed the enrolment contract, and Less than 30 days before the program start date. Institution may retain up to 20% of tuition, to a maximum of \$1,300

11.3.5.5 After the program starts, but up to and including 10% of instruction hours have been provided. Institution may retain up to 30% of tuition



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- 12.1.1.1 After the program starts, and more than 10% but less than 30% of instruction hours have been provided. Institution may retain up to 50% of tuition
- 12.1.1.2 After 30% of the instruction hours have been provided - no refund will be given.

12 INDEMNITY

- 12.2 The Agent agrees to indemnify CodeCore College from and against:
 - 12.2.1 Any costs, loss, expenses or liability of any kind howsoever suffered or incurred by CodeCore College in respect of any loss of life, personal injury, or disability, loss of or damage to property or any loss whatsoever arising out of:
 - 12.2.2 Any negligence or wrongful act or omission by the Agent or any person employed by the Agent in connection with or incidental to the Agreement; or
 - 12.2.3 Any breach of this Agreement by the Agent; or
 - 12.2.4 Any costs, expenses, claims, demands, actions, damage and liabilities incurred by the Agent without actual authority hereunder, including acts for which the Agent may have had an apparent or ostensible authority but not actual authority.

Executed Unconditionally as an Agreement

Executed on date -.....

On behalf of CodeCore College:

Ian McKinnon

Campus Director
CodeCore College

On behalf of the Agency Named below:

Signature : Munish Joshi

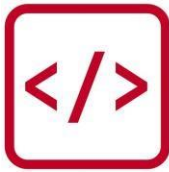
Please Print Name: Munish Joshi

Agency: Sia Immigration Solutions Inc

Appendix A: Codes Of Conduct and Representative Authority Terms:

13 REPRESENTATIVE AUTHORITY

- 13.1 CodeCore College will supply to the Agent such materials as brochures, advertising material and manuals as it considers sufficient to promote the courses and the Agent can use the CodeCore College name on its premises, letterheads or any other place which is relevant to the promotion of the CodeCore College. In all cases the Agent must send CodeCore College a draft for prior approval of any promotion where CodeCore College name and logo is in use.
- 13.2 The Agent can appoint sub-agents but only on such terms as CodeCore College approves and the Agent shall at all times be responsible for the acts, deeds or omissions of all persons, firms or companies so appointed.
- 13.3 The Agent will supply to the sub-agent such material (brochures poster, application forms etc) as are needed for the sub-agent to be able to attract and recruit students.
- 13.4 All students recruited by a sub-agent must be channelled through the Agent for application approval and fees and Visa processing. The Agent is responsible for paying representation fee to the sub-agent on whatever terms they negotiate.
- 13.5 The agent has the authority to advertise to the extent necessary to attract students. The cost of advertising is the Representative's responsibility and CodeCore College's support for this comes from the commissions paid to the agent..
- 13.6 If it is practice for educational agencies to charge administrative fees in addition to those charged by CodeCore College on and the Agent feels this is necessary then it can be done. However CodeCore would expect its representation fee to be sufficient to cover such costs and such extra charges that are made to students should be reasonable and only cover legitimate activities and not provide extra profit to the Agent.
- 13.7 The Agent shall operate at all times in an ethical manner and in compliance with the applicable laws of British Columbia.
- 13.8 The Agent shall regularly monitor the Canadian Immigration and Citizenship website and from time to time or as directed by CodeCore College, attend local briefings or agent association meetings concerning the recruitment of overseas students for study in Canada.
- 13.9 Provide accurate information to students, including provision of appropriate pre-departure information to students and their families.
- 13.10 Advise prospective students that all students who come to Canada on a student visa must have primary purpose of studying and must undertake full time study
- 13.11 Changes to Visa - The Agent or student must notify CodeCore College in writing of any changes to Student enrolment details. CIC will be notified by CodeCore College of any changes in course duration or course amendments and



in most cases students will be required to report to CIC within 28 days of course change or amendment.

14 AGENT CODE OF CONDUCT

The agent must NOT:

- 14.1 Make false or misleading comparisons with any other provider or their courses.
- 14.2 Make any inaccurate claims of association with any other provider or organisation
- 14.3 Give inaccurate/dishonest advice as to acceptance into another course, program or institution.
- 14.4 Hold out the promise of permanent residence in Canada following study, or suggest fraudulent means of achieving residence such as sham marriages
- 14.5 Suggest to students that they can come to Canada on a student visa with a primary purpose other than full-time study.
- 14.6 Help applicants who intend to come to Canada on a student visa intending to breach the conditions of their visa.
- 14.7 Engage in false or misleading advertising or recruitment practices.

The agent further acknowledges:

14.8. The programs offered by CodeCore as a private institution are not eligible for Post-Graduate Work Permits and I will make no claims that these programs are eligible for PGWP.

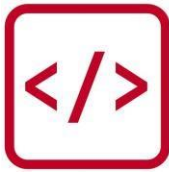
<http://www.cic.gc.ca/english/helpcentre/results-by-topic.asp?st=15.3.4>

14.9 The programs which do articulate into public institutions from CodeCore are eligible for Post-Graduation Work permits. The length of the PGWP is at the discretion of the awarding officer and the length may be between 1 year to 3 years as per CIC regulations. The agent must not make any claims to the length of the PGWP other than that above.

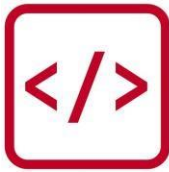
15 CODECORE COLLEGE RESPONSIBILITIES

CodeCore College Must:

- 15.1 Provide the Agent with up to date marketing material from CodeCore College, including: promotional brochures, refund policies, conditions of enrolment, CodeCore College disciplinary and grievance procedures, tuition and other fees and other documents required for the performance of their responsibilities.
- 15.2 Ensure the Agent is aware of all information which should be provided to a prospective student during pre-enrolment and post-enrolment counselling.



- 15.3 Advise the Agent of all CodeCore College policies and rules, and any amendments to CodeCore College policies and rules.
- 15.4 Ensure the Agent of any professional or marketing organisations of which CodeCore College is a member and provide copies of policies, rules and any other relevant literature of such bodies or associations.
- 15.5 Select Agents who are aware that CodeCore College expects prospective students to be counselled to the maximum benefit of the student and that the student not be misled or deceived in any way whatsoever.
- 15.6 Ensure that the Agent is aware of Canadian expectations of ethical business practices.
- 15.7 Ensure that the Agent is aware of CodeCore College does not encourage and is not prepared to be party to any unethical practices (e.g. 'poaching' from or discrediting other colleges)
- 15.8 Not behave in any manner which will create a difficult situation for its Agent or in any manner which may bring disrepute to its Agent
- 15.9 Honour any agreement entered into with the Agent, such as exclusive Agent agreements, agreements of payment in money or kind and other agreements which may from time to time happen in pursuance of this relationship.
- 15.10 Ensure that it is made clear to the Agent that the Agent is not the sole Agent of CodeCore College in any particular market unless, in fact, that Agent is the sole such Agent.
- 15.11 Advise the Agent of changes to the enrolment status of any students referred by that Agent, e.g. transfer to another course, expulsion from the college etc.
- 15.12 Advise the Agent of disciplinary action, including expulsion from CodeCore College, taken against any student referred by that Agent
- 15.13 Where appropriate, will arrange for the Agent to visit CodeCore College facilities.



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Appendix B: Agent Commission

| Programs | Commission Percentage On Tuition Only |
|---|---------------------------------------|
| 3 months coding bootcamp | 25% |
| Certificate and Diploma Programs | 25% |
| Second Year of Certificate and Diploma Programs | 15% |
| Bonus Paid upon delivering 5 students in a single intake | \$2000 |
| Bonus Paid upon delivering 10 students in a single intake | \$5000 |