

REPRESENTATION AGREEMENT

BETWEEN:

Toronto Film School / Yorkville University

And

Sia Immigration Solutions

This representation agreement is between:

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

And

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

Hereinafter referred to as “the Parties”.

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

TORONTO FILM SCHOOL / YORKVILLE UNIVERSITY agrees to:

1. Appoint Sia immigration Solutions as a NON-EXCLUSIVE educational program recruitment representative for TORONTO FILM SCHOOL / YORKVILLE UNIVERSITY for the period defined in this agreement.
2. Fully educate Sia immigration Solutions on all relevant information required to effectively promote and market TORONTO FILM SCHOOL / YORKVILLE UNIVERSITY programs.
3. Process in an expeditious manner, all completed Student enrolment applications for all TORONTO FILM SCHOOL programs forwarded to TORONTO FILM SCHOOL / YORKVILLE UNIVERSITY by Sia immigration Solutions. Toronto Film School / Yorkville University shall promptly inform Sia immigration Solutions of any missing information prohibiting the processing of any student's application.
4. Protect students' personal information by obtaining written authorization from student and/or their guardians confirming their wish to work with Sia immigration Solutions and share their personal information with TORONTO FILM SCHOOL / YORKVILLE UNIVERSITY. TORONTO FILM SCHOOL / YORKVILLE UNIVERSITY will not share a student's information with a third party without the written consent of the student and/or their guardians.
5. Process in an expeditious manner any completed student application for Bachelor of Business Administration Degree Program received from (Sia immigration Solutions) via Apply Board. TORONTO FILM SCHOOL / YORKVILLE UNIVERSITY shall promptly inform Apply Board of any missing information prohibiting the processing of any student's application.
6. Upon assessing the student's admissibility and deeming said student eligible for entry to TORONTO FILM SCHOOL / YORKVILLE UNIVERSITY, and securing all tuition deposits as required by TORONTO FILM SCHOOL / YORKVILLE UNIVERSITY and/or Immigration Canada for Visa issuance, shall deliver via regular or electronic mail, at TORONTO FILM SCHOOL / YORKVILLE UNIVERSITY' expense, a TORONTO FILM SCHOOL / YORKVILLE UNIVERSITY Letter of Acceptance to Sia immigration Solutions or to Apply Board, when applicable for presentation to the student.
7. The pay commission (as specified in attached Schedule A) to Sia immigration Solutions for each qualifying new student whose application submitted through Sia immigration Solutions.
The commission is paid in installments as outlined in Schedule A. Each term installment will be payable once the student has paid for and attended classes through the 30th day of the term. TORONTO FILM SCHOOL / YORKVILLE UNIVERSITY will issue payment to Sia immigration Solutions after receipt of an invoice from Sia immigration Solutions and confirmation of the student's qualifying attendance. If the student cancels their application before the start of the program, no commission is paid to Sia immigration Solutions. If the student withdraws from the program, they may be eligible for a refund according to TORONTO FILM SCHOOL / YORKVILLE UNIVERSITY'S Fee Refund Policy; however, if the student was not at the school for the minimum amount of time required for a commission to be payable according to this contract, Sia immigration Solutions will not be eligible to claim commission.

8. TORONTO FILM SCHOOL / YORKVILLE UNIVERSITY may refer accepted students to Sia immigration Solutions for assistance applying for Study Permits and Student Visas in Canada. TORONTO FILM SCHOOL / YORKVILLE UNIVERSITY will not pay commission to Sia immigration Solutions for any students referred to Sia immigration Solutions from TORONTO FILM SCHOOL / YORKVILLE UNIVERSITY for Study Permit counseling services *if the student was not originally identified by Sia immigration Solutions and referred to TORONTO FILM SCHOOL / YORKVILLE UNIVERSITY.*
9. Upon receipt of proof of a student's failure to obtain the necessary student visa, and providing such is received in due time in accordance with the withdrawal dates outlined in TORONTO FILM SCHOOL / YORKVILLE UNIVERSITY academic calendar, TORONTO FILM SCHOOL / YORKVILLE UNIVERSITY will process for a refund any refundable portions of the student's tuition deposit. Tuition refunds will be issued directly to the student, not to Sia immigration Solutions.
10. Translate promotional materials as required to ensure effective marketing.

Sia immigration Solutions **agrees to:**

1. Act in the capacity of education program recruitment representative for TORONTO FILM SCHOOL / YORKVILLE UNIVERSITY. Sia immigration Solutions understands that under this agreement, it is acting in the capacity of independent contractor and that Sia immigration Solutions shall not be entitled to any rights or benefits other than those identified in this agreement. Nothing in this agreement shall be construed as establishing an employee-employer relationship between Sia immigration Solutions and TORONTO FILM SCHOOL / YORKVILLE UNIVERSITY.
2. Represent TORONTO FILM SCHOOL / YORKVILLE UNIVERSITY and recruit students for all programs at TORONTO FILM SCHOOL / YORKVILLE UNIVERSITY.
3. Work with Apply Board to submit Bachelor of Business Administration Degree Program applications from students whose nationality is India, Bangladesh, or Pakistan. All other nationalities shall be submitted directly to TORONTO FILM SCHOOL / YORKVILLE UNIVERSITY
4. Protect students' personal information by obtaining written authorization from student and/or their guardians confirming their wish to work with Sia immigration Solutions and share their personal information with TORONTO FILM SCHOOL / YORKVILLE UNIVERSITY. All records, material and information obtained by Sia immigration Solutions in the course of its duties concerning the business or affairs of TORONTO FILM SCHOOL/ YORKVILLE UNIVERSITY, including financial information, business plans and strategies, and personal or financial information about students, staff and parents ("Confidential Information") shall remain confidential. Throughout the duration of this contract or at any time thereafter, Sia immigration Solutions will not disclose such Confidential Information to any person without the consent of TORONTO FILM SCHOOL/ YORKVILLE UNIVERSITY, except as required by law, unless such information is in the public domain. All books, records, documents and information, in any form, containing Confidential Information, whether prepared by the Sia immigration Solutions or otherwise coming into Sia immigration Solutions's possession, shall remain the exclusive property of TORONTO FILM SCHOOL/ YORKVILLE UNIVERSITY. Sia immigration Solutions shall immediately return all such books, records and documents to TORONTO FILM SCHOOL/ YORKVILLE UNIVERSITY upon termination of the agreement, howsoever caused, without making copies. Sia immigration Solutions further agrees that during the term of this agreement with TORONTO FILM SCHOOL/ YORKVILLE UNIVERSITY and at any time thereafter Sia immigration Solutions will speak of TORONTO FILM SCHOOL/ YORKVILLE UNIVERSITY its employees, students, parents, Board of Directors and agents (the "TORONTO FILM SCHOOL/ YORKVILLE UNIVERSITY Community") in a positive, respectful manner and will refrain from making disparaging remarks about the TORONTO FILM SCHOOL/ YORKVILLE UNIVERSITY.
5. Represent the best interests of TORONTO FILM SCHOOL / YORKVILLE UNIVERSITY in all of its initiatives. This includes, but is not limited to, acquiring the necessary knowledge of TORONTO FILM SCHOOL / YORKVILLE UNIVERSITY' programs, policies and practices, and becoming familiar with the materials provided by TORONTO FILM SCHOOL / YORKVILLE UNIVERSITY and learning the policies and procedures for admissions to TORONTO FILM SCHOOL / YORKVILLE UNIVERSITY.
6. Use only materials (videos, brochures, electronic presentations and information packages) approved by TORONTO FILM SCHOOL / YORKVILLE UNIVERSITY in its promotional efforts. Within its jurisdiction, Sia immigration Solutions agrees to use its best efforts to promote TORONTO FILM SCHOOL / YORKVILLE UNIVERSITY as a top Canadian educational destination.
7. Follow and obey the Logo Use Policies provided by TORONTO FILM SCHOOL / YORKVILLE UNIVERSITY.

8. Abstain from engaging in any false representation, including but not limited to, TORONTO FILM SCHOOL / YORKVILLE UNIVERSITY' programs, admission requirements and procedures, fees and refund policies. Sia immigration Solutions agrees to take full responsibility for any damage or loss resulting from said false representation.
9. Screen each student to ensure they possess the necessary level of skills and education to enter TORONTO FILM SCHOOL / YORKVILLE UNIVERSITY, as outlined in the official calendar and other relevant documentation provided by TORONTO FILM SCHOOL / YORKVILLE UNIVERSITY. For those students deemed suitable for TORONTO FILM SCHOOL / YORKVILLE UNIVERSITY, Sia immigration Solutions agrees to ensure all prospective candidates complete the TORONTO FILM SCHOOL / YORKVILLE UNIVERSITY application requirements in full and to forward by mail or courier, official copies of all documentation required to allow TORONTO FILM SCHOOL / YORKVILLE UNIVERSITY to review the suitability of the student for admissibility. Postage, courier, and other delivery fees for applications are the responsibility of Sia immigration Solutions All admission decisions remain the sole responsibility of TORONTO FILM SCHOOL / YORKVILLE UNIVERSITY.
10. Invoice TORONTO FILM SCHOOL / YORKVILLE UNIVERSITY in accordance with attached Schedule A. Commissions are payable in accordance with the terms outlined in Schedule A. It is the responsibility of Sia immigration Solutions to ensure proper invoicing is received by TORONTO FILM SCHOOL / YORKVILLE UNIVERSITY within the identified time frame.
11. Ensure that all applications submitted are accompanied by payment of the required application fee. Sia immigration Solutions acknowledges that any application submitted without payment of the required application fee will not be processed. Current application fees for each program are available on TORONTO FILM SCHOOL / YORKVILLE UNIVERSITY websites and are subject to change.
12. Provide TORONTO FILM SCHOOL / YORKVILLE UNIVERSITY and Apply Board with documented proof of a student's inability to obtain the necessary study visa to attend TORONTO FILM SCHOOL / YORKVILLE UNIVERSITY. Sia immigration Solutions understands that refunds issued based on such inability to secure a study visa must necessarily be refunded by TORONTO FILM SCHOOL / YORKVILLE UNIVERSITY directly to the student, not to Sia immigration Solutions or to Apply Board. It is the responsibility of Sia immigration Solutions to ensure tuition refund requests are received in due time in accordance with the academic withdrawal dates outlined in TORONTO FILM SCHOOL / YORKVILLE UNIVERSITY' academic calendar.
13. If requested by TORONTO FILM SCHOOL / YORKVILLE UNIVERSITY, Sia immigration Solutions agrees to represent TORONTO FILM SCHOOL / YORKVILLE UNIVERSITY at Education Fairs and Trade Shows. TORONTO FILM SCHOOL / YORKVILLE UNIVERSITY agrees to participate in the reasonable expenses of Sia immigration Solutions at said events where Sia immigration Solutions is only representing TORONTO FILM SCHOOL / YORKVILLE UNIVERSITY. Any fees related to attendance at fairs must be pre-approved by TORONTO FILM SCHOOL / YORKVILLE UNIVERSITY in order to qualify for reimbursement.
14. Indemnify and hold harmless TORONTO FILM SCHOOL / YORKVILLE UNIVERSITY and its officers and employees against any claims or costs arising from any damage or injury caused by any negligence or wrongful acts of Sia immigration Solutions or its employees.
15. Receive communication from TORONTO FILM SCHOOL / YORKVILLE UNIVERSITY in the form of email, newsletter, telephone and/or Skype calls. Sia immigration Solutions can unsubscribe from receiving TORONTO FILM SCHOOL / YORKVILLE UNIVERSITY' communication at any given moment.

Both parties agree that:

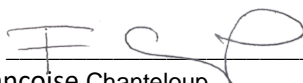
This contract shall run from the date of signing until one year in the future. The contract may be renewed or extended at the mutual agreement of both parties.

1. This Agreement can be terminated at any time by either party on 30 days notice. This Agreement can be terminated at any time by TORONTO FILM SCHOOL / YORKVILLE UNIVERSITY if Sia immigration Solutions falls in a breach of contract (Sia immigration Solutions fails to meet any of the responsibilities outlined in this agreement) Any breach of this Agency Agreement by either party shall constitute the termination of the Agency Agreement by default with immediate effect.
Upon the termination of this Agreement Sia immigration Solutions is no longer considered a representative of TORONTO FILM SCHOOL/YORKVILLE UNIVERSITY, the School's programs, the School's services and products. By such, Sia immigration Solutions must cease all advertising and/or promotions of TORONTO FILM SCHOOL/YORKVILLE UNIVERSITY. All material related to and pertaining to TORONTO FILM SCHOOL/YORKVILLE UNIVERSITY including, but not limited to, posters, brochures, course books, price lists, and other materials, whether in English or any other language, whether produced by TORONTO FILM SCHOOL/YORKVILLE UNIVERSITY, a representative or Sia immigration Solutions, must be immediately removed from Sia immigration Solutions's location of business and no longer presented to any students or potential students by Sia immigration Solutions or any parties in any way affiliated or related to the Sia immigration Solutions. All such material must be returned to TORONTO FILM SCHOOL/YORKVILLE UNIVERSITY at the Sia immigration Solutions's expense. The material cannot be transferred, sold, given to or traded with any other person(s), including but not limited to, other representatives and/or other educational institutions.
2. This Agreement may be modified only by prior written **agreement of both Parties**.
3. This Agreement shall be governed by the laws of the Province of Ontario, Canada.
4. Any notice given in connection to this Agreement shall be in writing and forwarded to the address shown below.

"IN WITNESS WHEREOF the parties hereto have executed this agreement this October 15, 2019.

Toronto Film School / Yorkville University

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

By: 
Françoise Chanteloup
I have the authority to bind the corporation.

Date: October 15, 2019

Witnessed

By: Richard Zhu, Director _____


Company Name: **Sia immigration Solutions**

Address:

302A-153 Seymour Street, Centennial Building

Kamloops, BC V2C 2C

Tel: +1-778-257-5709 Email: mkj@siaimmigration.com

By: 
Print name: Manpreet Joshi - Director
Sia Immigration Solutions Inc.

Date: 08 July 2020

I have the authority to bind the corporation.

Witnessed By: Munish Joshi

SCHEDULE "A"

COMMISSION RATE STRUCTURE

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

Programs	Commission	Payout Schedule
<p>All in-class** Diploma and Degree programs (18 months or more) offered by Toronto Film School / Yorkville University (International Students)</p> <p>*Apply Board will be responsible for paying commission for the Bachelor of Business Administration Degree program for Indian, Bangladeshi, and Pakistani students.</p>	<p>\$1000.00 per student and per term (3 terms)</p> <p>Maximum \$3000.</p>	<p>(Term 1- \$1000.00 after student has paid tuition fees and attended class through 30 days of term 1)</p> <p>(Term 2- \$1000.00 after student has paid tuition fees and attended class through 30 days of term 2)</p> <p>(Term 3- \$1000.00 after student has paid tuition fees and attended class through 30 days of term 3)</p>
<p>All in-class** Diploma programs (12 months) offered by Toronto Film School / Yorkville University and/or Toronto Film School / Yorkville University (International Students)</p>	<p>\$1100.00 per student per term (2 terms)</p> <p>Maximum \$2200.</p>	<p>(Term 1- \$1100.00 after student has paid tuition fees and attended class through 30 days of term 1)</p> <p>(Term 2- \$1100.00 after student has paid tuition fees and attended class through 30 days of term 2)</p>
<p>All in-class** Diploma and Degree programs (12 months or more) offered by the Toronto Film School / Yorkville University and/or Yorkville University (Domestic Students only)</p>	<p>\$1000.00 per student and per term (2 terms)</p> <p>Maximum \$2000.</p>	<p>(Term 1- \$1000.00 after student has paid tuition fees and attended class through 30 days of term 1)</p> <p>(Term 2- \$1000.00 after student has paid tuition fees and attended class through 30 days of term 2)</p>
<p>All in-class** Certificate programs (11 weeks or more) offered by Toronto Film School / Yorkville University (International Students)</p> <p>** In-class refers to Diplomas, Certificates and Degrees that are completed through in-class instruction. Online programs are not included in this agreement.</p>	<p>\$1,135* per student per level (3 levels).</p> <p>Maximum* \$3,405</p>	<p>Commission to be paid after student has paid tuition fees and attended class through 30 days of level.</p>
<p>All online Diplomas and Degree courses</p>	<p>\$125 per completed course for the first 8 courses.</p> <p>Maximum \$1,000</p>	<p>\$125 after student has paid tuition fees and successfully completed an online course at Toronto Film School or Yorkville University.</p> <p>Invoices to be paid quarterly.</p>