



EDUCATIONAL AGENCY AGREEMENT

THIS EDUCATIONAL AGENCY AGREEMENT (this “**Agreement**”) is made as of the day of 2021-03-12 by and between:

TORONTO SCHOOL OF MANAGEMENT INC., whose registered office is located at Suite 300 – 22 College Street, Toronto, Ontario M5G 1K2 (“**TSoM**”)

- and -

SIA IMMIGRATION SOLUTIONS INC, whose registered office is located at 122 8028 128 ST, SURREY, BC, CANADA V3W 4E9

(the “**Agent**” and together with “**TSoM**” collectively, the “**Parties**” and each a “**Party**”)

WHEREAS:

- (A) TSoM is a private career college and government recognized member of the Ontario private career colleges. TSoM’s affiliates include the other members of the Global University Systems group.
- (B) The Agent is in the business of providing educational consultancy services to prospective students and recruiting students for educational programmes.
- (C) TSoM has entered into service and licencing agreement with Niagara College of Applied Arts and Technology (“**Niagara College**”) to deliver on behalf of Niagara College: (i) a 2-year undergraduate diploma program; and (ii) 1-year post graduate certificate programs each at TSoM’s campus in Toronto, known as Niagara College - Toronto (collectively, the “**Programs**”). Students of Niagara College studying at TSoM shall be deemed students of a public college and as such, shall receive full credit from Niagara College for all Niagara College at TSoM courses completed at TSoM campuses. Students who meet program graduation requirements will graduate with a credential from a public institution (Niagara College) in the Province of Ontario and operating under the Ministry of Colleges and Universities.
- (D) The Parties have indicated it is their intention to collaborate in the recruitment of students for the Programs.
- (E) TSoM wishes to retain the Agent on a non-exclusive basis to provide, and the Agent wishes to provide to TSoM, the Services (as defined herein).

NOW THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. INTERPRETATION

- 1.1 The following definitions apply in this Agreement:

- (a) **“Breaching Party”** shall have the meaning ascribed to such term in Section 13.3;
- (b) **“Commission”** shall have the meaning ascribed to such term in Section 9.1;
- (c) **“Commission Confirmation Statement”** shall have the meaning ascribed to such term in Section 9.2;
- (d) **“Commission Policy”** shall have the meaning ascribed to such term in Section 9.5;
- (e) **“Confidential Information”** shall mean all non-public, confidential, or proprietary information of either Party, including, but not limited to, trade secrets, technology, information pertaining to business operations and strategies, and information pertaining to customers, students or otherwise, including but not limited to personal information, pricing, advertising, promotion, and marketing, whether provided orally or in written, electronic, or other form or media, and whether or not marked, designated, or otherwise identified as “confidential”. Confidential Information shall not include information (which can be demonstrated by documentary evidence) that: (i) is or becomes generally available to the public other than through a Party’s breach of this Agreement; (ii) communicated to a Party by a third party that had no confidentiality obligations concerning such information; and (iii) was known to a Party at the time of disclosure.
- (f) **“Group”** shall mean, in relation to a company, that company, any subsidiary or holding company from time to time of that company, and any subsidiary from time to time of a holding company of that company and each company in a Group is a member of the Group.
- (g) **“Indemnitees”** shall have the meaning ascribed to such term in Section 15.1;
- (h) **“Initial Term”** shall have the meaning ascribed to such term in Section 4.1;
- (i) **“Policies”** shall have the meaning ascribed to such term in Section 5.1(e);
- (j) **“Person”** shall mean any individual, partnership, unincorporated association, unincorporated syndicate, unincorporated organization, trust, trustee, executor, administrator or other legal representative;
- (k) **“Personal Information”** shall mean any information which relates to an individual person and identifies or can be used to identify, locate or contact that individual, either alone or when combined with other personal or identifying information that is or can be associated with that specific individual, such as: (a) first and last name; (b) home or other physical address, including street name and name of city or town and/or province or territory; (c) email address or other online information, such as a user name and password; (d) telephone number; (e) government-issued identification or other number; (f) financial or payment card account number; (g) date of birth; or (h) any similar information or combination of information in (a)-(h);
- (l) **“Territory”** shall have the meaning ascribed to such term in Section 2.1;

- (m) “**Services**” shall have the meaning ascribed to such term in Section 2.1; and
- (n) “**Refund Policy**” shall have the meaning ascribed to such term in Section 6.1(d).

2. APPOINTMENT

- 2.1 TSoM appoints the Agent to act as a non-exclusive agent of TSoM in the location of India, Nigeria, South Asia (the “**Territory**”) for student recruitment with respect to the Programs and to provide such services associated therewith and as contemplated herein in accordance with the terms and conditions of this Agreement (the “**Services**”).
- 2.2 The Agent accepts TSoM’s appointment and shall, during the term of this Agreement, provide the Services in the Territory.

3. EXCLUSIVITY

- 3.1 For clarity, the Agent’s appointment under this Agreement is on a non-exclusive basis, and the Agent shall be free to provide its services to third parties during the term of this Agreement provided that the Agent shall not provide such services in a manner that is inconsistent with any of the provisions herein.

4. TERM

- 4.1 This Agreement shall come into force on the day first written above and shall continue in force and effect for an initial period of 12 months (the “**Initial Term**”), unless otherwise terminated pursuant to Section 13.
- 4.2 Upon the expiry of the Initial Term, the Parties agree that his Agreement shall automatically renew on the same terms and conditions stipulated herein for successive terms of 12 months, unless written notice is provided thirty (30) days prior to the renewal by one Party to the other indicating that it does not wish for the Agreement to renew.

5. REPRESENTATIONS AND WARRANTIES

- 5.1 The Agent represents and warrants to TSoM that:
 - (a) it has the power and capacity to enter into this Agreement and, if the Agent is a corporation, the execution, delivery and performance by the Agent of this Agreement has been duly authorized by all requisite corporate action on the part of the Agent and performance of the Services or the obligations hereunder will not:
 - (i) violate or conflict with the articles of incorporation, by-laws or any unanimous shareholder agreement of the Agent;
 - (ii) violate or conflict with any judgment, order, decree, statute, law, ordinance, rule or regulation applicable to the Agent; or
 - (iii) conflict with, or result in (with or without notice or lapse of time or both) any violation of, or default under, or give rise to a right of termination, acceleration or modification of any obligation or loss of any benefit under any contract or other instrument to which the Agent is a party;

- (b) no consent, approval, waiver or authorization is required to be obtained by the Agent from any Person (including any governmental authority) in connection with the execution, delivery and performance of this Agreement;
- (c) at all times provide the Services in good faith and with fairness, consideration and objectivity and in a professional manner;
- (d) at all times it shall perform the Services using personnel of required skill, experience, and qualifications, and in a professional and workmanlike manner in accordance with best industry standards for similar services;
- (e) it shall devote adequate resources to meet its obligations under this Agreement;
- (f) it shall not make any payments for or on behalf of any prospective student;
- (g) it is in compliance with, and shall perform the Services in compliance with, all applicable policies, laws, rules, regulations, and codes, including without limitation, the rules, regulations and policies of TSoM, in force from time to time, including without limitation, the Code of Conduct for Educational Agents, which can be found at <https://gusglobal.force.com/agentportals> and the marketing guidelines contained therein, the Refund Policy and the Commission Policy (the “Policies”);
- (h) as of the date hereof, there are no pending or, to the Agent’s knowledge, threatened claims, litigation, or other proceedings pending against the Agent by any third party which would impact the performance of the Agent’s obligations under this Agreement; and
- (i) the Services will be in conformity in all respects with all requirements or specifications stated in this Agreement and any other specifications and requirements provided by TSoM to the Agent.

6. AGENT’S OBLIGATIONS AND COVENANTS

6.1 The Agent shall (and the Services shall include):

- (a) actively promote the Programs to prospective students, utilising local knowledge of student needs and market trends, and with specific regard to individual student needs, background and academic and career aspirations
- (b) assist prospective students make an informed choice regarding a program of study, and aid with the formal requirements involved in applying for admission to the Programs;
- (c) explain and ensure prospective students read, understand, and agree with all the terms of the student contract, including without limitation, the refund policy (the “Refund Policy”);
- (d) take responsibility to ensure that the student contract was signed by the prospective student, and not the prospective student’s agent or any other representatives;
- (e) provide the link to prospective students where they may submit an online application form together with other appropriate documentation listed therein;
- (f) inform the prospective student that if the prospective student submits any false statements or documents such as passports, identification documents, transcripts, diplomas, certificates, test scores, references, résumés, or the applications themselves, which are forged, fraudulent, altered from the original, materially incomplete, obtained under false pretenses,

or otherwise deceptive in support of an application for admission, the application will be cancelled immediately, any payments shall be forfeited by the prospective student and the prospective student will be accountable for any costs incurred by TSoM for such actions;

- (g) provide prospective students with independent and truthful advice and correctly answer questions with respect to TSoM, the Programs, Niagara College – Toronto, travel to their country and campus of study (including any immigration and visa requirements), cost of living information and various options available for living accommodations while studying at Niagara College – Toronto. In the event that the Agent is unable to answer questions concerning the foregoing after reviewing the materials provided, then in such circumstances, the Agent shall promptly refer to the Marketing Information and Agent Policies at <https://gusglobal.force.com/agentportals/s/library>;
- (h) maintain complete and accurate records relating to the provision of the Services under this Agreement, including without limitation records of its correspondence and consultation with prospective students, for inspection by or on behalf of TSoM during the term of this Agreement and for three (3) years after any expiration or termination; and
- (i) inform TSoM of market developments and emerging trends in student demand preferences.

7. TSoM's OBLIGATIONS AND COVENANTS

7.1 TSoM shall:

- (a) At all times act in good faith and with fairness, consideration and objectivity.
- (b) provide the Agent with training and information about the Programs, admissions criteria and any updates thereof or related materials thereto; and
- (c) provide reasonably sufficient promotional material for the Agent to meet its obligations.

8. ASSIGNMENT AND SUB-AGENTS

- 8.1 The Agent is not permitted to delegate its rights, responsibilities or obligations under this Agreement without the prior written consent of TSoM, which may be unreasonably withheld. Any purported assignment or delegation in violation of this Section is null and void. No permitted assignment or delegation relieves the Agent of any of its obligations under this Agreement.
- 8.2 All agreements between the Agent and any sub-agent must be first approved by TSoM in writing, which may be unreasonably withheld.
- 8.3 When appointing any sub-agents, the Agent must take care to ensure: (i) the sub-agents abides by the Policies; and (ii) are suitably skilled, experienced, and qualified to perform the Services. It is acknowledged and agreed by the Agent that any breach by a sub-agent of this Agreement or the Policies shall constitute a breach of this Agreement by the Agent and the Agent shall be held accountable for any costs associated with such breach.
- 8.4 Nothing herein shall be construed to establish a contractual relationship between TSoM and any sub-agents.

9. FINANCIAL ARRANGEMENTS

- 9.1 In consideration for providing the Services, TSoM shall pay to the Agent commission in accordance with Schedule 1 annexed hereto (the "**Commission**"), subject to the terms and conditions herein.

For the avoidance of doubt, Commission shall only be eligible for tuition: (a) paid by the student(s) and received by TSoM and/or Niagara College in cleared funds; and (b) that is not eligible for refund.

- 9.2 The Agent shall receive a commission payment statement detailing the amount of Commission to be paid six (6) to eight (8) weeks post an intake of a student, which will include the Commission in Canadian Dollars. Once received, the Agent must provide confirmation in writing to TSoM of the accuracy of the Commission payment (a “**Commission Confirmation Statement**”). Payment of the Commission will not be made unless TSoM receives a Commission Confirmation Statement from the Agent. In the event of a dispute of a commission payment statement, the Agent will be offered a dispute process and mechanism as described in the Commission Policy.
- 9.3 Payment of the Commission will be made by TSoM to the Agent within forty-five (45) days of receipt of the Commission Confirmation Statement or such other time frame as agreed to by the Parties.
- 9.4 The Agent will adhere to the Refund Policy and any amendment thereto if accepted by the Ministry of Colleges and Universities from time to time and will inform prospective students of this clause.
- 9.5 The Agent’s banking details will be collected by TSoM upon signing this Agreement and any change of such banking information will need to comply with TSoM process published in the Agent Commission Policy, which can be located at <https://gusglobal.force.com/agentportals> (the “**Commission Policy**”).
- 9.6 TSoM reserves the right to: (i) deduct the sum of any overpayment of Commission that arises due to refunds of paid fees issued to students from future Commissions owing; and (ii) bring a claim for Commission repayment claims, in the event this Agreement is terminated. This Section shall survive termination of this Agreement and remain binding on the Agent.

10. MARKETING MATERIALS AND THE MARKETING GUIDELINES

- 10.1 The Agent shall be solely responsible for all operational and marketing expenses.
- 10.2 TSoM shall only be liable for operational marketing expenses agreed to in advance and in writing by TSoM and actually incurred by the Agent in exclusively promoting TSoM and/or the Programs. TSoM reserves the right to request invoices or other suitable evidence of payment before reimbursement of pre-approved expenses will be made.
- 10.3 All marketing communications bearing TSoM’s and/or Niagara College’s name, logos, associated marks, and/or the name, logos and associated marks of its programmes, partners, students, employers, directors and/or the Program must be pre-approved by TSoM prior to publication. Marketing communications include public announcements, press releases, websites, prospectuses, brochures, advertising and any other communications available either to the general public or to any third party or otherwise.
- 10.4 If the material submitted for approval is not in English, TSoM will require an English translation.

11. LANGUAGE

- 11.1 This Agreement is drafted in the English language. If this Agreement is translated into any other language, the English language text shall prevail.
- 11.2 Any notice given under or in connection with this Agreement shall be in the English language.

12. NO PARTNERSHIP OR THE AGENT

- 12.1 The Agent is and shall remain at all times an independent agent and not an employee or dependent agent of TSoM. Nothing in this Agreement shall be construed to create any association, partnership, joint venture, fiduciary or employment relationship between the Parties, for any purpose, and neither Party has the authority to contract for or bind the other Party in any manner whatsoever.
- 12.2 Without limiting Section 12.1, the Agent and the Agent's personnel or sub-agent shall not be eligible to participate in any benefit or compensation plans offered by TSoM to its employees, if such plans exist, including, without limitation, any payments under any employment standards legislation.
- 12.3 TSoM shall have no liability or responsibility for withholding or remitting any income, payroll, or other federal or provincial taxes, including employment insurance remittances, Canada Pension Plan contributions or employer health tax, or worker's compensation insurance premiums for the Agent and the Agent's personnel or sub-agent. The Agent is responsible for these withholding, remitting and registration obligations, and shall indemnify TSoM from and against any order, penalty, interest, taxes or contributions that may be assessed against TSoM due to the failure or delay of the Agent to make any such withholdings, remittances or registration, or to file any information required by any law.
- 12.4 The Agent shall be fully responsible for the Agent's personnel or sub-agent and shall indemnify TSoM against any claims made by or on behalf of any of the Agent's personnel or sub-agent, including, without limitation, any claim for unpaid wages, overtime, vacation pay, or any other claim under employment standards legislation, reasonable notice of termination, or any other claim whether arising pursuant to contract, statute, common law or otherwise. This Section shall survive the termination of this Agreement and remain binding on the Agent.

13. TERMINATION

- 13.1 Any Party may terminate this Agreement at any time by giving the other Party at least thirty (30) days' written notice.
- 13.2 TSoM may immediately terminate this Agreement at any time and without notice to the Agent, acting in its sole discretion, if the Agent:
- (a) repeatedly breaches any of the terms of this Agreement in such a manner as to reasonably justify the opinion that the Agent's conduct is inconsistent with it having the intention or ability to give effect to the terms of this Agreement;

- (b) suspends, or threatens to suspend, payment of its debts, or is unable to pay its debts as they fall due or admits inability to pay its debts;
 - (c) commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors;
 - (d) files a petition, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up or restructuring of the Agent;
 - (e) is the subject of a bankruptcy petition or order or files an application, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the other Party (being a company);
 - (f) acts in a manner which, in the opinion of TSoM, is inconsistent with TSoM best interests;
 - (g) suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business or sells its business, whether by share or asset sale; and/or
 - (h) is an individual and dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his or her own affairs or becomes a patient under any mental health legislation.
- 13.3 Without prejudice to any rights under this Agreement or any other applicable rights or remedies, any Party may terminate this Agreement with notice to the other Party (the **"Breaching Party"**) if the Breaching Party is in breach of its representations, warranties, obligations or covenants under this Agreement, and if the breach is capable of remedy, the Breaching Party has failed to remedy the breach within fourteen (14) days of receiving written notice from the other Party notifying it of the breach and demanding its remedy.
- 14. CONSEQUENCES OF TERMINATION**
- 14.1 Other than as set out in this Agreement, neither Party shall have any further obligation to the other under this Agreement after its termination.
- 14.2 Upon termination of this Agreement, the Agent must cease the Services and all recruitment activities on behalf of TSoM and must not hold itself out to be associated with TSoM.
- 14.3 This Section and Articles 15, Article 16, Section 12.9 shall survive termination of this Agreement and remain shall remain in full force and effect along with any provision of this Agreement which expressly or by implication is intended to come into or continue in force on or after termination of this Agreement shall remain in full force and effect.
- 14.4 Termination of this Agreement, for any reason, shall not affect the accrued rights, remedies, obligations or liabilities of the Parties existing at termination.
- 15. INDEMNITY**
- 15.1 The Agent shall defend, indemnify, and hold harmless TSoM, its parent company, subsidiaries, affiliates, successors, or assigns, Group and their respective directors, officers, shareholders,

employees, representatives, and TSoM's customers (collectively, "**Indemnitees**") from and against any and all loss, injury, death, damage, liability, claim, deficiency, action, judgment, interest, award, penalty, fine, cost, or expense, including reasonable legal and professional fees and costs, and the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers (collectively, "**Losses**") arising out of or related to the Services or the Agent's negligence, wilful misconduct, or breach of this Agreement. The Agent shall not enter into any settlement without TSoM's or Indemnitee's (as applicable) prior written consent.

- 15.2 In the event of any proceeding, litigation, investigation, or other proceeding by any regulatory entity against TSoM relating to materials prepared by the Agent, the Agent shall provide all requested assistance to TSoM in preparing its defence.
- 15.3 The Agent shall, at its expense, defend, indemnify, and hold harmless TSoM and any Indemnitee against any and all Losses arising out of or related to any claim that any of the Services or TSoM's or any Indemnitee's receipt or use thereof infringes or misappropriates any rights of a prospective student or third party. In no event shall the Agent enter into any settlement without TSoM's prior written consent.

16. CONFIDENTIALITY AND DATA PROTECTION

- 16.1 Each Party undertakes and agrees that it shall not at any time disclose to any Person any Confidential Information of the other Party or of any member of the Group, except as permitted by Section 16.2 and shall not use the other Party's Confidential Information for any purpose other than to perform its obligations under this Agreement.
- 16.2 Each Party may disclose the other Party's Confidential Information to its employees, officers, representatives or advisers who need to know such information for the purposes of carrying out the Party's obligations under this Agreement. Each Party shall ensure that its employees, officers, representatives or advisers to whom it discloses Confidential Information complies with Section 16.1. Such party shall be held accountable for any such breach.
- 16.3 The Agent acknowledges and agrees to its obligations with respect to the collection, retention, use, processing, disclosure, transfer and protection of personal information, and all cyber incident, information security and data breach notification and record-keeping requirements of the prospective student's Personal Information as detailed in the *Personal Information Protection and Electronic Documents Act* (PIPEDA), the *Freedom of Information and Protection of Privacy Act* (FIPPA), the *Canadian Anti-Spam Legislation* (CASL), or any other applicable laws, rules, regulations, industry standards, codes and/or practices (collectively, "**Privacy and Data Security Laws**"). The Agent represents, warrants and covenants to TSoM that it: (i) will not acquire any express or implied rights, title or interest in or to the Personal Information; (ii) will only use and maintain the Personal Information on TSoM and Niagara College's behalf solely for the purposes of providing the Services and for no other purpose of any kind whatsoever and at all times in accordance with the terms of

this Agreement; (iv) has adequate systems in place to comply with the terms, obligations and/or requirements of the Privacy and Data Security Laws and has provided a copy of such policies to TSoM; (v) will comply with all terms, obligations and/or requirements of the Privacy and Data Security Laws in using and/or maintaining the Personal Information and in performing the Services; and (vi) will promptly and securely destroy the Personal Information upon the termination of this Agreement. The Agent further acknowledges and agrees that it shall be responsible for any breach by any of its officers, employees, or agents of the obligation set forth in this Article.

- 16.4 To the extent the Agent shares the Personal Information with TSoM, the Agent shall: (i) ensure the lawful transfer of such Personal Information by: (A) issuing all necessary privacy notices are appropriately issued; (B) obtaining the express consent of such transfer is obtain from the individual and in giving such consent, the individual is aware and understands the nature, purpose and consequences of the collection, use or disclosure of the Personal Information to which they are consenting; (ii) give adequate notice to any individual whose Personal Information may be processed under this Agreement and the nature of such processing, which shall include giving notice that, on the termination of this Agreement, Personal Information relating to them may be retained by or, as the case may be, transferred to TSoM, their successors and assignees; and (iii) process such Personal Information in accordance with the Privacy and Date Security Laws and only for the purposes of this Agreement and not disclose or allow access to such Personal Information to anyone other than TSoM.
- 16.5 The Agent acknowledges and agrees to: (i) ensure, assess and maintain that no proposed students are in contravention of Canadian sanctions laws including, but not limited to, the following: (a) Part II.1 of the *Criminal Code*, including *Regulations Establishing a List of Entities*; (b) *United Nations Act*, including the *Regulations Implementing the United Nations Resolutions on the Suppression of Terrorism* (RIUNRST); (c) *Special Economic Measures Act*; (d) *Freezing Assets of Corrupt Foreign Officials Act*; (e) *Justice for Victims of Corrupt Foreign Officials Act*; and (f) *Proceeds of Crime (Money Laundering) Act* (PCMLTFA); and (ii) promptly comply with any requests of TSoM's sanctions compliance officer and any assessment procedures, mechanisms or policies implemented by TSoM.
- 16.6 In this Section, references to 'controller', 'processor', 'data subject', 'personal data', 'personal data' 'breach', 'processing' and 'appropriate technical and organisational measures' shall have the meaning prescribed in the *General Data Protection Regulation* (EU) 2016/679):
- (a) The Parties acknowledge that to the extent to which the Agent processes personal data on behalf of TSoM, TSoM is the controller and the Agent is the processor. The Agent shall process personal data to only to perform the Services pursuant to this Agreement, and to achieve this, the Agent will process personal data by forwarding completed student application forms (containing student personal data) to TSoM. The categories of data subjects will be prospective students and the categories of personal data which will be processed are identity data, student data, contact data, transaction data,

marketing and communications data, academic data and financial data. The Agent shall only process personal data for the duration of this Agreement.

- (b) Where acting as processor and without prejudice to the generality of Section 16.6(a), the Agent shall, in relation to any personal data processed in connection with this Agreement and the Agent's performance of the services:
- (i) process personal data only on the documented written instructions of TSoM as set out in Section 16.6 unless the Agent is required by applicable laws to otherwise process such personal data. If the Agent is relying on applicable laws as the basis for processing personal data, the Agent shall promptly notify TSoM before performing the processing required by applicable laws unless such applicable laws prohibit the Agent from notifying TSoM;
 - (ii) ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting personal data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to personal data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);
 - (iii) ensure that all personnel who have access to and/or process personal data are obliged to keep the personal data confidential;
 - (iv) assist TSoM in responding to any request from a data subject, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
 - (v) notify TSoM without undue delay on becoming aware of a personal data breach;
 - (vi) at TSoM's written direction, delete or return personal data and copies thereof to TSoM on termination of this Agreement unless required otherwise by applicable laws; and
 - (vii) maintain complete and accurate records and information to demonstrate its compliance with this Section and allow TSoM to audit the Agent's compliance with this Section and immediately inform TSoM if, in the opinion of the Agent, an instruction infringes local data protection laws.

- 16.7 The Agent shall indemnify TSoM and hold TSoM harmless from any cost, claims, charge, damages, expense or loss incurred by TSoM or for which TSoM may become liable due to any failure by the Agent or its employees, sub-agents or agents to comply with any of its obligations under this Article. This section shall survive terminations and be binding on the Agent.
- 16.8 Upon TSoM's request, the Agent shall provide copies of privacy notices as referred to within this Article and such policies or other documents which evidence its practices and procedures in relation to data protection.
- 16.9 Both Parties consent that during the duration of this Agreement, both Party may disclose the existence of this Agreement (but not its specific terms) and the other Party's basic contact details to any third Parties. The Agent agrees to keep confidential the specific terms of the Agreement, including, but not limited to, commission rates and targets.
- 16.10 A Party shall be entitled, in addition to any other remedies available to it, to injunctive relief for any violation of this Article.

17. MISCELLANEOUS

- 17.1 This Agreement, including all schedules, together with any documents incorporated herein by reference, constitutes the sole and entire agreement of the Parties with respect to the subject matter of this Agreement, and supersedes all prior and contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral, with respect to such subject matter. The terms of this Agreement prevail over any terms and conditions contained in any other documentation and expressly exclude any of the Agent's standard terms and conditions or any other document issued by the Agent under this Agreement.
- 17.2 The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.
- 17.3 The schedules attached hereto form an integral part of this Agreement and are incorporate herein by reference.
- 17.4 This Agreement may only be amended or modified in a writing that specifically states that it amends this Agreement and is signed by an authorized representative of each Party.
- 17.5 Any notice or other communication required to be given to a Party under or in connection with this Agreement shall be in writing and shall be delivered by hand or sent by pre-paid first-class post or other next working day delivery service providing proof of postage, at its registered office (if a company) or (in any other case) its principal place of business, or sent by fax to the other Party's main fax number. Notices sent in accordance with this Section will be deemed effectively

given: (a) when received, if delivered by hand, with signed confirmation of receipt; (b) when received, if sent by a nationally recognized overnight courier, signature required; (c) when sent, if by facsimile (in each case, with confirmation of transmission) if sent during the addressee's normal business hours, and on the next business day if sent after the addressee's normal business hours; and (d) on the third day after the date mailed by certified or registered mail by the Canada Post Corporation, return receipt requested, postage prepaid.

- 17.6 No person other than a Party to this Agreement shall have any rights to enforce any term of this Agreement.
- 17.7 No waiver by any Party of any of the provisions of this Agreement shall be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.
- 17.8 The rights and remedies under this Agreement are cumulative and are in addition to and not in substitution for any other rights and remedies available at law or in equity or otherwise.
- 17.9 This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.
- 17.10 This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada. The Parties irrevocably agree that the courts of Ontario shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

[SIGNATURE PAGE FOLLOWS]

THIS EDUCATIONAL AGENCY AGREEMENT has been executed by each of the undersigned as of the date first written above.

TORONTO SCHOOL OF MANAGEMENT INC.

Marina Sunebag

By: _____

Name: Marina Sunebag

Title: VP International

SIA IMMIGRATION SOLUTIONS INC

Munish Joshi

By: _____

Name: MUNISH JOSHI

Title: Managing Director

[SIGNATURE PAGE TO EDUCATIONAL AGENCY AGREEMENT]

SCHEDULE 1

COMMISSION RATES

Subject to the terms and conditions of the Agreement, the Agent is entitled to a commission fee rate of 20 % on tuition fees actually paid by students and received in cleared funds by TSoM and/or Niagara College, net of any refunds and fees that TSoM and/or Niagara College may charge from time to time. The commission fee is inclusive of all taxes (GST, HST or other taxations required by provincial and/or federal governments), fees that local regulations require companies to collect for services rendered, value added tax or any other similar tax or levy.

A commission fee for each recruited student will be paid only to a maximum of two terms of the Program. From time to time, TSoM may issue commission specials for the Programs that will increase commission rates for specific programs or intakes. Such rates, where applicable, will be issued as amendments to this Agreement with specific dates and terms of the increased commission rates. This rate does not apply to TSoM programs or other customized programs that are designed for individual clients or agencies and payable commission rates, if applicable, are to be established outside of this Agreement. Upon thirty (30) days notice to the Agent, TSoM reserves the right to amend the commission rates in Schedule 1 from time to time to reflect changes to the Programs or market conditions.

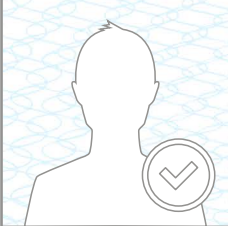

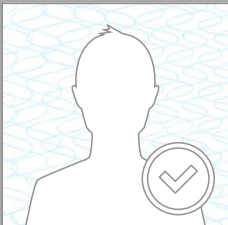

Please complete this bank details form to identify the bank account where you would like commission paid:

Full Beneficiary Name on the Bank Account: <ul style="list-style-type: none"> Required in all countries 	SIA IMMIGRATION SOLUTIONS INC
Swift Code: <ul style="list-style-type: none"> All countries except USA Called a Sort Code in the UK 	TDOMCATTTOR
IBAN/Account Number: <ul style="list-style-type: none"> Used by all countries on this IBAN Country List: https://www.xe.com/ibancalculator/countrylist/ Morocco: requires 24 digit account number Mexico: requires 18 digit CLABE 	Account Number- 5224729
Branch Code: <ul style="list-style-type: none"> Mainly Canada 	TRANSIT NO. 07900 INSTITUTION 004
IFSC : <ul style="list-style-type: none"> India 	N/A
Intermediary Bank Details: <ul style="list-style-type: none"> Optional 	N/A

Signature Certificate

Document Ref.: 2XFCE-HCRJK-N3UW6-VDBET

Document signed by:

	Ms. Manpreet Joshi Verified E-mail: apps@siaimmigration.com IP: 117.242.242.127 Date: 23 Feb 2021 13:21:53 UTC	
	Marina Sunehag E-mail: marina.sunehag@gus.global Signed via link IP: 86.139.154.73 Date: 12 Mar 2021 18:15:01 UTC	

Document completed by all parties on:
12 Mar 2021 18:15:01 UTC

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