



Sub-Agency Agreement

THIS AGREEMENT becomes effective on June 16,2021

Between:

Education Success (hereinafter called "the Agency"); and Sia Immigration Solutions Inc. (hereinafter called "the Sub-Agency")

WHEREAS: the Agency directly represents educational institutions and wishes to attract international applicants,

AND WHEREAS: the Sub-Agency has the capacity and capability to promote and market educational institutions to students.

AND WHEREAS: the Agency wishes to retain the services of the Sub-Agency on the terms and conditions set out herein and the Sub-Agency agrees to provide such services,

THEREFORE, in consideration of the mutual covenants and agreements herein, and for other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged) the parties hereby covenant and agree as follows:

AGENT SERVICES

1. The Sub-Agency accepts the foregoing appointment and agrees to provide promotion, marketing and recruitment services to actively and accurately promote Lambton College institutions (Mississauga, Sarnia, Toronto) for the purpose of recruiting international applicants on behalf of the Agency.
2. The Sub-Agency shall conduct itself in a competent and wholly professional manner at all times. The Sub-Agency shall ensure that all of its employees, agents and representatives are duly qualified and competent and shall comply with all terms of this Agreement.
3. The Sub-Agency shall not further subcontract or delegate responsibilities to any other person or entity (except its employees for which it is responsible for by law) without the prior written consent of the Agency.

DELIVERY OF THE SERVICES

4. This Agreement shall be in effect for a period of two (2) years from the date of execution of this Agreement.
5. The Sub-Agency acknowledges and agrees that its rights to attract students from a particular territory are non-exclusive and the Agency may, in its sole discretion, appoint another agent or agent(s) to perform similar or identical services in the same territory or any part thereof at any time.
6. All expenses and costs incurred by the Sub-Agency in providing the Services shall be the sole responsibility of the Sub-Agency, including without limitation all salaries, wages, benefits, advertising, and other amounts owing to its employees, agents and representatives. The Sub-Agency shall provide and supply at its own expense all office facilities, equipment, materials and supplies required to perform the Services.

PAYMENT TERMS AND CONDITIONS

7. The Sub-Agency shall be eligible to receive commissions for post-secondary training in accordance with the provisions contained herein.
8. For each of the Students who are recruited by the Sub-Agency and who successfully apply, enroll and pay in full for at least one semester of study during a given Academic Year, the Agency shall pay the Sub-Agency a commission per below commission schedule;

Student Registered to:	Commission:
Mississauga	CAD \$1000 per semester, to a maximum of two semesters
Sarnia	CAD \$1000 per semester, to a maximum of two semesters
Toronto	CAD \$900 per semester, to a maximum of two semesters

No commissions are paid for Students who withdraw, do not register or do not pay their tuition fees in full.

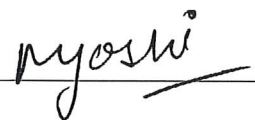
9. The commission shall be paid to the Sub-Agency at the end of each semester once receipt of all the commission funds from the educational institutions where Students are registered have been received.

TERMINATION

10. The Agency may terminate this Agreement at any time upon the following:
- upon any breach of any term or condition of this Agreement by the Sub-Agency or any of its employees, agents or representatives;
 - if the Agency determines, in its sole discretion, that the Sub-Agency is not performing services to the satisfaction of the Agency;
 - Any unforeseen circumstances or unavoidable situation, may lead to termination or edition of the contract;
 - Under any circumstances, the decision Education Success will be considered final;

Signed this June 16, 2021. This agreement expires on June 15, 2023.

Sub-Agency

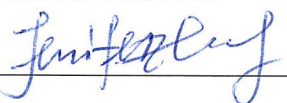
Per: 

Name: Manpreet Joshi

Title: Director

Company: Sia Immigration Solutions Inc.

Education Success

Per: 

Name: Jennifer Zhang

Title: president