

AGENCY AGREEMENT

College Avalon ("**THE COLLEGE**") situated at 455-200 Rue Marais Québec, QC G1M 3A2, Canada agrees

to appoint SIA IMMIGRATION SOLUTIONS INC ("**The Company**")

situated at 122 8028 128 ST, SURREY, BC, CANADA V3W 4E9

represented by, Manpeet Joshi (email address: apps@siaimmigration.com)

as a student recruitment agent, promoting the reputation and courses offered by **THE COLLEGE**. This agreement takes effect from the date of signing and is effective for a period of two (2) years from the date of signing unless otherwise terminated by any party as per the conditions agreed herein.

Background

- A. **THE COLLEGE** is of the opinion that **THE COMPANY** has the necessary qualifications, experience and abilities to recruit both domestic and international students for **THE COLLEGE**.
- B. **THE COMPANY** is agreeable to providing such services to **THE COLLEGE** on the terms and conditions set out in this Agreement.

Compensation

THE COLLEGE will pay **THE COMPANY** an overriding commission on the first year tuition fees paid by the Student.

International Student Enrolments

1st to 5th Enrolment – 20%

6th to 15th Enrolment – 22%

16th to 49th Enrolment – 25%

50th and above Enrolment – 27.5%

Québec City Campus - 200-455 Rue Marais, Québec, QC, G1M 3A2

Montreal Campus - 101 - 5101 Buchan Street, Montreal, QC H4P 1S4

Email: info@collegeavalon.com; **Website:** www.collegeavalon.com

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Martin Joshi
College Rep 1 Initials here

College Rep 2 Initials here

- The Second-year commissions will be paid @ 10% flat (no slabs) and will be released at the end of the year or completion of the program by the student.

THE COMPANY agrees that any commission payments shall include any applicable taxes. It is understood that **THE COMPANY** will not invoice any additional tax for any of the commission payments. It is further understood that any applicable tax shall be **THE COMPANY**'s sole responsibility.

Responsibilities of THE COMPANY (some clauses only apply to the recruitment of international students)

1. **THE COMPANY** will ensure the reputation of **THE COLLEGE** is protected at all times and to provide all necessary documentation to assist students when enrolling at **THE COLLEGE**.
2. **THE COMPANY** will become fully acquainted with Student Visa Requirements for Overseas Students to ascertain who constitutes a bonafide student.
3. **THE COMPANY** will assist potential students with his/her visa application, course enrolment and other services required by the student. **THE COMPANY** will provide students with pre-departure information and, where necessary, essential information on arrival in Canada.
4. Where applicable, **THE COMPANY** confirms and agrees to meet all home country legislative requirements for an Education Agent business.
5. **THE COMPANY** agrees to direct prospective students to www.collegeavalon.com for essential pre-enrolment information.
6. **THE COMPANY** agrees to regularly go to www.collegeavalon.com for the most current course information.
7. This appointment of **THE COMPANY** shall not be exclusive in the Country of Representation and **THE COLLEGE** reserves the right to appoint other representatives in such countries.
8. **THE COMPANY** must obtain written permission from **THE COLLEGE** to use **THE COLLEGE**'s logo or articulated institutions logos in any form of advertisement. Final approval must be given to **THE COMPANY** by **THE COLLEGE** before an advertisement may be placed.
9. **THE COMPANY** will at no time charge any student a price which is different from **THE COLLEGE**'s price as shown in its current promotional literature for any course or service provided by **THE COLLEGE**

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without written consent.


10. **THE COMPANY** agrees to inform prospective students of **THE COLLEGE**'s Policies and Procedures including but not limited to Fees and Charges Policy, Refund Policy and Code of Conduct.
11. **THE COMPANY** agrees that once **THE COMPANY** has recommended the student to **THE COLLEGE** and the application has been processed or the enrolment has occurred, **THE COMPANY** cannot assist the student to enroll in any other educational institution for the entire time the student is enrolled at **THE COLLEGE**.
12. In the event that a student is issued a refund on tuition fees paid, the commission that has been paid to or deducted by **THE COMPANY** is to be returned to **THE COLLEGE** on a pro rata basis.
13. **THE COMPANY** is to provide and supervise the completion of **THE COLLEGE** Pre-Arrival English Placement Test for potential overseas students who do not have an officially recognized English standardized test (i.e. IELTS, PTE) score (or equivalent internationally-recognized exam result) to the standard required by **THE COLLEGE**'s courses. The completed test must be returned to **THE COLLEGE** for assessment.
14. **THE COMPANY** may, by request, assist **THE COLLEGE** to facilitate the process of outstanding fee collection from the student by advising the student of their contractual obligations and responsibilities to **THE COLLEGE**.
15. **THE COMPANY** may choose to assist with representing **THE COLLEGE** at Seminars, Trade Fairs, Exhibitions, and conduct follow up activities on behalf of **THE COLLEGE**.
16. **THE COMPANY** will ensure that any personal information collected about a student in the course of business will not be passed on to any other organizations.
17. **THE COMPANY** understands that commission rates and special prices are confidential and must not be disclosed or discussed with a third party. Disclosure of the Agency Agreement rates will lead to this agreement being terminated.
18. **THE COMPANY** agrees to receive regular email updates from **THE COLLEGE**.
19. **THE COMPANY** agrees that **THE COLLEGE** reserves the right to refuse to issue Letter of Acceptance once **THE COLLEGE**'s full capacity has been reached.

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Responsibilities of THE COLLEGE

THE COLLEGE agrees to refund all student fees paid if the student is refused a visa except 250\$ which is retained towards administration charges.

81805392. **THE COLLEGE** will provide current and regularly updated marketing material including **THE COLLEGE** website www.collegeavalon.com

81805393. **THE COLLEGE** will take immediate corrective and preventative action upon **THE COLLEGE** becoming aware of **THE COMPANY** being negligent, careless or incompetent or being engaged in false, misleading or unethical advertising and recruitment practices, including practices that could harm the integrity of **THE COLLEGE**.

81805394. Commission is progressively paid within 30 days after receipt of tuition fees from the student and only when:

- An agent's invoice has been received; and
- 30 days after the student has commenced his/her course

81806288. **THE COLLEGE** will provide an orientation program to all students.

81805395. **THE COLLEGE** will inform **THE COMPANY** when tuition fees are outstanding.

81805396. **THE COLLEGE** will provide quality customer service throughout the duration of the course.

Monitoring of THE COMPANY

THE COLLEGE will monitor and evaluate the activities of **THE COMPANY** by one or more of the following:


1. Conducting face-to-face meetings and training with **THE COMPANY** either in **THE COLLEGE** office or **THE COMPANY**'s office during business visits. Where it is felt that **THE COMPANY** requires further training, **THE COLLEGE** will organize and conduct extra training sessions.
2. Communicating regularly by email, including but not exclusive to course information and compliance issues.
3. Conducting telephone/teleconference meetings on occasions when it is not possible for **THE COLLEGE**

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staff to meet face-to-face.

4. Conducting quarterly surveys to determine the performance of **THE COMPANY** using the “Student Survey: Agent Performance” which is given to a random selection of students to ascertain if the pre-enrolment information that **THE COMPANY** has given to the students is correct. If **THE COMPANY** is found to be providing incomplete or misleading information, **THE COLLEGE** will inform **THE COMPANY** in writing of the breach of agreement and the corrective action that will be required to be taken.
5. At the end of each year **THE COLLEGE** will review all data and information collected regarding **THE COMPANY**. This is to ensure that **THE COMPANY** has upheld all duties as stipulated in the Agency Agreement. Based on this information **THE COLLEGE** will decide whether to continue the Agency Agreement with **THE COMPANY**.

Termination of Agreement

The agreement will terminate immediately if any of the following occur:

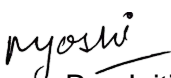
6. **THE COMPANY** fails to act and protect the interests of **THE COLLEGE**.
7. **THE COMPANY** facilitates the enrolment of overseas students who will not comply with student visa conditions.
8. **THE COMPANY** has a low rate of visa applications success.
9. **THE COMPANY** engages, or has previously been engaged, in false or misleading advertising or recruitment practices which fail to comply with the obligation to provide ethical, accurate and consistent information about courses offered by **THE COLLEGE**.
10. Where **THE COLLEGE** becomes aware of, or reasonably suspects, **THE COMPANY**, or an employee or sub-contractor of **THE COMPANY**, being negligent, careless or incompetent, or being dishonest and lack integrity.
11. **THE COMPANY** provides immigration advice where not authorized to do so.
12. **THE COMPANY** breaches one or more duties as stipulated in this agreement.

Both **THE COMPANY** and **THE COLLEGE** will also have the right to mutually terminate the agreement at any time with one-month notice. Any prior contracts are void at the time of signing of the abovementioned

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contract. This agreement lapses after the specified agreement period. Renewal of the agreement will solely be at the discretion of **THE COLLEGE**.

College Avalon

Company Name & Stamp:

SIA IMMIGRATION SOLUTIONS INC

Person Name: Martin Houde

Person Name: Manpeet Joshi

Designation: Director

Designation: Director

Signature: 

Signature: 

Date: July 16, 2021

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