

AGENCY AGREEMENT

International Students

This agreement is made on the 09th day of February, 2023
And supersedes any prior agreement between the parties

Between

Eton College Canada Inc.
("Eton College")
305-333 Terminal Avenue,
Vancouver, BC, V6A 4C1
Tel: (604) 677 3866
Email: info@etoncollege.ca

Sia immigration Solutions Inc.
(the "Representative")
Address: 8318 120 St #304,
Surrey, BC V3W 3N4
Tel No: +1 778 257 5709
Email: mj@siaimmigration.com

General Terms

Eton College hereby appoints the Representative as its non-exclusive representative, and hereby grants the Representative the right to recruit, advise and submit enrollment applications for prospective international students for admission into Eton College programs and courses.

The Representative agrees to recruit prospective and qualified students in strict accordance with the admissions policies, procedures, and processes as set by Eton College from time to time.

1. Effective Date and Duration

This Agreement shall become effective and commence as of the date first set out above and shall remain in force for a period of three (3) years from that date unless otherwise terminated. Either party may terminate this Agreement prior to its expiration by giving at least thirty (30) days written notice to the other party to the address first set out above, or other address as may commonly be used between the parties.

2. Application of This Agreement

The Representative understands and acknowledges that the terms of this Agreement with regard to responsibilities, conduct and ethics, applies to all of its management, employees, independent

contractors, representatives, agents, sub-agents, and the like, and the Representative has the obligation, responsibility and duty to ensure that these parties conform and abide by the terms of this Agreement.

3. Responsibilities and Services of the Representative

3.1 The Representative shall report to the Director, Eton College.

3.2 The Representative will provide market intelligence and relevant information from the jurisdiction in which they operate, as requested by Eton College.

3.3 The Representative agrees to never make false or misleading statements concerning Eton College's services, programs, courses, tuition fees, eligibility requirements, nor shall they at any time guarantee a successful admission to attend Eton College. False or misleading statements may lead to the immediate termination of this Agreement, without further notice.

3.2 The Representative hereby agrees to become an independent representative for recruiting students for Eton College, and promoting Eton College, its programs and courses, as directed by Eton College, or in a manner proposed by the Representative and agreed to by Eton College. The Representative agrees to the following duties and responsibilities (the "**Services**"):

- a. The Representative will recruit international students for Eton College.
- b. The Representative will interview prospective students for admission to Eton College programs, including provision of accurate information and advice on courses, as well as the estimated costs involved with the student's educational endeavours and relocating overseas for their studies.
- c. The Representative will provide Eton College with the student applications, including academic transcripts, English language proficiency scores, and confirm that applicants satisfy any other admission prerequisites.
- d. The Representative will provide assistance to potential students with respect to the preparation of visa applications to enable the students to travel to and remain in Canada for the purpose of their studies, if applicable, but will not provide immigration or legal advice.
- e. The Representative will forward student applications by courier or electronic transmission to Eton College. All applications forwarded by the Representative shall be clearly marked with the Representative's and the student's identification details.

4. Ultimate Authority

Eton College reserves the final right to accept or reject any prospective students for admission to Eton College.

5. Status As Independent Contractor

5.1 The Representative agrees that he or she shall operate as an Independent Contractor, and neither shall they nor their employees, independent contractors, representatives, agents, sub-agents, and the like, be deemed to be, nor treated as employees, or franchisees of Eton College.

5.2 All persons employed or hired by the Representative to perform the Representative's duties under this Agreement are and will remain the employees, contractors and agents of the Representative and are not, and will not become, employees of Eton College. The Representative shall be solely responsible for the acts and omissions of its employees, independent contractors, representatives, agents, sub-agents, and the like and shall use its best efforts to ensure their compliance with this Agreement.

5.3 Accordingly, the Representative shall be free to select its own means, methods, and manner of operation in performing the Services, subject to the terms of this Agreement, and shall choose its own hours and locations for promotion and recruitment activities of its employees, independent contractors, representatives, agents, sub-agents, and the like.

5.4 The Representative hereby agrees to comply with and abide by all Canadian federal, provincial laws and the laws of the foreign country governing the Representative's activities and employees, or in any country in which it may operate, including the remittance of any taxes, employee withholdings, WCB coverage, and the like.

5.5 Upon request the Representative will provide Eton College with a brief description of the methods and manners in performing the Services and a schedule of the fees that students pay for the Services. At all times the Representative shall keep appropriate records and financial statements pertaining to the Services, including promotional materials and documentation in furtherance of the Services. The Representative shall keep, maintain and preserve such records for a period of 7 years. It is understood and agreed that the information required to be kept by the Representative may be changed at any time by Eton College.

5.6 Eton College will notify the Representative at least 30 days in advance of any changes in its policies and fees. Eton College will keep the Representative updated concerning new programs and ongoing matters at Eton College as it pertains to the provision of the Services.

6.0 Termination

6.1 It is agreed that early termination of this Agreement shall be possible on any of the following basis:

- a. At any time with the mutual written consent of both Parties.
- b. At any time by Eton College, without prior notice to the Representative, if at any time there has been:
 - i.a material breach of the terms of this Agreement by the Representative.
 - ii.action, inaction or conduct of the Representative amounting to just cause.
 - iii.conduct on the Representative 's part which is of such a serious and substantial nature that it would injure the reputation or be materially detrimental to the business or the financial position of Eton College; or
- c. At any time by Eton College, on providing 30 days written notice.

6.2 If Eton College terminates this contract pursuant to paragraph 6.1(a), nothing other than Commissions owing to the Representative up to and including the agreed upon revised last day of the Agreement shall be owing from Eton College to the Representative.

6.3 If Eton College terminates this Agreement pursuant to paragraph 6.1(b), nothing other than the Commissions owing to the Representative up to and including the termination date shall be owing from Eton College to the Representative.

6.4 If Eton College terminates this Contract pursuant to paragraph 6.1(c), nothing other than the Commissions owing to the Representative up to and including the day of the 30 day notice period shall be owing from Eton College to the Representative.

6.5 Notwithstanding any other provisions of this Agreement, if this Agreement is terminated, the provisions of paragraphs 5.5, 9.4, and sections 6, 11 and 12 shall survive such termination and remain in full force and effect.

7.0 Training

Eton College shall provide training for the Representative, and any of the Representative's employees, contractors, or agents, who are engaged in the promotion and student recruitment for Eton College. Eton College staff may also be available for special training sessions at the request and expense of the Representative.

8.0 Certificate of Representation

Eton College shall provide to the Representative, a Certificate of Representation, which the Representative shall display in its office in a prominent location. The Representative agrees not to

photocopy or otherwise duplicate this certificate without Eton College's prior written approval. Immediately upon termination or expiration of this Agreement, Representative shall return said certificate(s) to Eton College. A new Certificate of Representation will be issued to the Representative should this Agreement be renewed.

9.0 Copyright, Corporate Marks, Advertising and Promotion

9.1 Subject to the terms and conditions of this Agreement, Eton College hereby grants to the Representative a license to use all trade-marks owned by Eton College, both registered and unregistered, in any jurisdiction throughout the world, and includes without limiting the generality of the foregoing, any badge, crest, emblem or mark to which subsection 9(1)(n)(iii) of the *Trade-Marks Act* of Canada applies (the "Corporate Marks").

9.2 The Representative acknowledges and agrees that copyright and title in the trade-mark and title in the Corporate Marks, remain with Eton College, and further that the Representative shall not have any right title or interest in or to same except as expressly set forth in this Agreement. The license granted to the Representative in the preceding paragraph shall be a non-exclusive, non-sublicensable, non-transferrable, terminable and limited license for the duration of the Term to use the Corporate Marks on promotional materials for the purpose of advertising and promoting recruitment, on behalf of Eton College, subject to the following restrictions:

- a. The use by the Representative of the Corporate Marks shall be in accordance with the graphic standards established by Eton College from time to time;
- b. Eton College shall have the right to inspect any promotional materials for the purposes of ensuring compliance with its quality standards for such material prior to its use by the Representative; and
- c. All copyright, trademark, trade secret and other intellectual property rights not expressly granted by Eton College to the Representative hereunder are reserved by Eton College. Without limiting the generality of the foregoing, the Representative shall not use the Corporate Marks or other proprietary materials owned by Eton College on its business cards, stationary, internal newsletters, brochures or other material or for other commercial exploitation other than in association with approved promotional materials.

9.3 No materials may be used in the advertising or promotion of Eton College, unless they have been

provided by Eton College, or have been approved in writing by Eton College prior to their publication or usage. At least 30 days prior to any publication, the Representative shall submit to Eton College for approval all materials to be used in advertising or promoting Eton College and student recruitment.

9.4 Upon the termination of this Agreement for any reason, all license of use of trademarks, registered and unregistered, and authorizations for use of promotional materials shall be revoked and the Representative shall immediately cease the use of promotional materials, or promotion of Eton College, and the Representative shall return or destroy the Certificate of Representation provided to them pursuant to this Agreement.

10.0 Commissions

10.1 Subject to the terms set out in this section, Commission will be paid to the Representative for each student that has been accepted for admission to a program or course at Eton College (an **"Enrolled Student"**) when the Enrolled Student was recruited by the Representative. The Representative will not be paid a Commission where a prospective student applies directly to Eton College.

10.2 A **"Recruitment Year"** shall be defined as running from January 1 to December 31st of each year.

10.3 A flat rate commission (the **"Commission"**) will be paid in Canadian dollars, as follows:

Eton College Certificate and Diploma Programs

a. For the first 10 Enrolled Students in any Recruitment Year, 25% of the tuition fees paid to Eton College, one half (12.5%) to be owing 31 days after commencement of the student's program and one half (12.5%) will be owing as of the 150th day after commencement of the student's program.

b. For 10 or more Enrolled Students in any Recruitment Year, the Commission will be 30% of the tuition fees paid to Eton College, one half (15%) to be owing 31 days after commencement of the student's program and one half (15%) will be owing as of the 150th day after commencement of the student's program.

Pathway Programs

c. When a student advances from Eton College to a pathway partner institution, Eton College will ensure any commissions payable to Eton College from the pathway partner are redirected to the agent.

Joint or Partner Programs Delivered by Eton College:

d. For all students who are studying a joint credential or partner program delivered by Eton College in any Recruitment Year, the commission will be 15% of the tuition fees paid to Eton college, one half (7.5%) to be owing 31 days after commencement of the student's program and one half (7.5%) will be owing as of the 150th day after commencement of the student's program.

10.4 Commission is paid for the first two semesters (one year) of the students program.

10.5 Tuition rates are variable and subject to change with notice.

10.6 The Representative will invoice Eton College after 31 days and after 150 days after the start of Eton College programs for the Commission(s) as set out above. The invoice will be based on the confirmed number of Enrolled Students recruited by the Representative. The confirmation count will occur upon the 31 day and 150 day thresholds (the "Threshold") being achieved to confirm students have met the Threshold for ongoing enrollment and a refund of student tuition will not be required.

10.7 The invoices will be paid by Eton College within 30 days of receipt of the invoice.

10.8 The Representative will only be eligible to be paid the Commission when:

- a. The student record is complete and submitted to Eton College.
- b. The Representative's banking information is on file with Eton College as set out in **Appendix 1**.
- c. The Representative has submitted an Agent Commission Request Form for the Enrolled Student to Eton College as shown in **Appendix 2**.
- d. The Enrolled Student has made full payment of all the fees required to be paid to Eton College for acceptance, has passed the Threshold for attendance at Eton College, and has not withdrawn. If an Enrolled Student withdraws from Eton College before the Threshold, the Representative shall not be entitled to be paid the Commission.
- e. No other agent/representative has claimed the Enrolled Student as their recruited student. In the event of a referral conflict, Eton College will honor the first agent whose name is indicated as the Enrolled Student's agent on the student application form and/or who had first submitted the initial student application to Eton College. Eton College shall have final say on any referral conflict and shall at all times act honourably and in fairness to each party in any referral conflict decision.

11.0 Indemnity

The Representative agrees to indemnify, defend, and hold harmless Eton College and their trustees, officers, employees, agents, successors and assign against and from all claims, actions, suits, liabilities, cost and expenses whatsoever and whenever arising out of or connected to Representative's provision of services under this Agreement, including reasonable legal fees.

12.0 Confidentiality of Agreement

12.1 The terms, conditions, schedules and very existence of this Agreement and all discussions between the Parties (collectively the "**Confidential Information**") will be treated on a confidential basis by the Parties, their respective affiliates, officers, directors, employees, representatives or agents. All information exchanged between the Parties regarding the transactions contemplated in this Agreement are strictly confidential and each Party agrees not to disclose any Confidential Information of the other Party to any third party, except to those of its employees, directors, agents or subcontractors, subsidiary or affiliates who have a need-to-know such information negotiations contemplated by this Agreement. Each Party will maintain the confidentiality of the other Party's Confidential Information in its possession by exercising the same security measures it normally exercises with respect to its own Confidential Information. "**Confidential Information**" also means all information and data, including, without limitation, all business, planning, performance, financial, product, trade secret, technical, sales, marketing, contractual, employee, supplier and customer information, including the contents of this Agreement that is: (i) disclosed, in writing or electronically, by one Party to the other Party, (ii) disclosed orally or visually by one Party to the other Party.

12.2 A Party may disclose Confidential Information:

- a. To a third party only where the other Party has consented in writing to such disclosure; and
- b. To the extent required by law or by the request or requirement of any judicial, legislative, administrative or other governmental body.

12.3 If a Party loses or makes unauthorized disclosure of any of the Confidential Information, the Party will immediately notify the other Party and take all reasonable steps necessary to retrieve the lost or improperly disclosed Confidential Information.

12.4 Should an agent receive a Freedom of Information and Protection of Privacy Act (or respective jurisdictional legislation) it shall forthwith give Eton College notice and an opportunity to protect its

commercial interests **prior to** the Representative releasing any Confidential Information under the relevant Act.

12.5 Each Party acknowledges and agrees that unauthorized use or disclosure of the other Party's Confidential Information is likely to cause irreparable harm to the other Party. Therefore, in the event of such unauthorized disclosure or use, the other Party will be entitled to obtain injunctive relief, without prejudice to any other rights it may have in respect of this Agreement or at law or in equity.

13.0 Assignment

13.1 The Representative shall not assign the rights it holds in this Agreement to any third-party, nor shall it use or employ any sub-agents to carry out any part of this Agreement without the written consent of Eton College, who in their sole discretion shall have the right to approve any proposed assignment.

13.2 Eton College shall also have the right to approve any agreements that the Representative may have with sub-agents relating to performing this Agreement and accept or reject the proposed use of a sub-agent.

14.0 Consequential Damages

Neither the Representative nor Eton College shall have any liability under this Agreement for special, consequential, indirect, or punitive damages, including, without limitations, loss of profits, except as stated herein, even if advised of the possibility of such damages.

15.0 Choice of Law and Jurisdiction

This Contract will be construed in accordance with and governed by the laws of the province of British Columbia. Each Party irrevocably consents to the jurisdiction and venue of the courts of the province of British Columbia for the resolution of any matter arising under this Agreement and for which judicial relief is sought. Neither party shall institute any judicial action against the other party in any court located outside the Province of British Columbia and the parties hereby agree that any legal proceedings shall be filed and maintained at the Kelowna Court Registry.

16.0 Entire Agreement

This Agreement contains the entire understanding and agreement of the Parties with respect to the subject matter contained herein, supersedes all prior oral or written understandings and agreements related thereto, and may not be altered, modified or waived in whole or in part, except in writing, signed by duly authorized representatives of the Parties. The Parties confirm, acknowledge, and agree that the Appendix form an integral part of this Agreement.

17.0 Severance

If any provision of this Agreement shall be held by a court of competent jurisdiction to be contrary to any law, the remaining provisions shall remain in full force and effect as if the said provision never existed, unless otherwise agreed to by the Parties.

18.0 Time of the Essence

Time shall be of the essence of this Agreement and of every part of it, and no extension or variation to this Agreement shall operate as a waiver of this provision.

19.0 No Waiver

No waiver, amendment, or modification of any provision of this Agreement shall be effective unless consented to by all Parties in writing. No failure or delay by any Party in exercising any rights, power, or remedy under this Agreement shall operate as a waiver of any such right, power, or remedy.

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20.0 Signatures

This document may be signed by electronic signatures. Electronic signatures are binding and are considered to be original signatures.

IN WITNESS WHEREOF, the Parties hereto have duly executed/ delivered this Agreement.

Eton College Canada Inc. 305-333 Terminal Avenue, Vancouver, BC, V6A 4C1	Sia immigration Solutions Inc. Address: 8318 120 St #304, Surrey, BC V3W 3N4 Tel No: +1 778 257 5709 Email: mj@siaimmigration.com
Sadaf Nadali Campus Director	Munish Joshi Director
Signature 	Signature 
February 09, 2023	February 09, 2023

APPENDIX ONE BANKING INFORMATION

Eton College	Representative Name
Application Fees, Deposits and Tuition fees can be made payable to Eton College at:	Representative's Commission will be payable by direct bank transfer to the Representative's bank account registered on Eton College's file as follows:
Account Holder: Eton College Canada Inc.	Account Holder: Sia immigration solutions Inc
Bank Name: Canadian Imperial Bank of Commerce (CIBC)	Bank Name: TD Canada
Branch Address: 328 Bernard Avenue, Kelowna, BC V1Y 6N5	Branch Address: 500 NOTRE DAME DRIVE KAMLOOPS, BC, CANADA V2C6T6
Account Number: 4600312	Account Number: 5224729
Swift Code: CIBCCATT	Swift Code: TDOMCATTTOR
Transit No: 00160	Transit No: 07900
Credit Card Payments With the exception of application fees, all credit card payments will be subject to a 3% surcharge.	

APPENDIX TWO AGENT COMMISSION REQUEST FORM

Company Name	
Agent ID	
STUDENT INFORMATION	
Student No	
Year	
Term (Start Date)	
Last Name	
First Name	
Program Code	
Program Name	
Student Country	
FOR OFFICE USE ONLY	
Program Start Date	
Program End Date	
Commission Payable Date (same as last day of refund eligibility period)	
Refund Authorized by	