

<u>Hanson College</u> Recruitment Agent Agreement

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AGREEMENTBETWEEN :HANSON COLLEGE, Toronto, Ontario, Canada, hereinafter referred to as "Hanson"

AND: Sia Immigration Solutions Inc., Canada, hereinafter referred to as the "Agent"

WHEREAS: Hanson wishes to increase the number of potential international students applying and enrolling in Cambrian College programs offered at Hanson College.

AND WHEREAS: The Agent has the capacity and capability to market to students from all over the world (except India), hereinafter called the "Territory".

THEREFORE: In consideration of the mutual covenants and agreements contained herein the parties hereto hereby covenant and agree as follows:

- A. This Agreement shall be in effect from the date of signing and will remain in effect, subject to the termination rights and conditions set out in Sections J to M.
- B. The Agent has a non-exclusive right to represent Hanson in the Territory for the purpose of recruiting international applicants to Hanson.
- C. The Agent agrees to actively promote Hanson within the Territory, and to follow the policies and procedures of Hanson outlined in Schedule A (Recruitment Agent Requirements and Responsibilities).
- D. Hanson agrees to pay the "AGENT COMPANY" a Recruitment Commission of CAD \$1,000 per semester for the first year of studying of a Cambrian at Hanson diploma program, to a maximum of two consecutive semesters (30 weeks as published in the Hanson College Calendar), for each student recruited by the Agent, who successfully apply, enroll, and pay full tuition fees for each of the semesters, subject to Section G.
- E. Hanson agrees to pay the "AGENT COMPANY" a Recruitment Commission of CAD \$1,000 for the first semester of studying of a Postgraduate Certificate program, (15 weeks as published in the Hanson College Calendar), for each student recruited by the Agent, who successfully apply, enroll, and pay full tuition fees for each of the semesters, subject to Section G.
- F. Hanson agrees to pay the Agent a Recruitment Agent Fee of 25% of the tuition fees paid (excluding other student fees) by international students enrolled in Hanson Language School programs, subject to Section F.
- G. The commission shall only be paid after the student recruited by the Agent has paid the full tuition fee for the semester. In case the student owes a balance of tuition fee for the semester (Sem1 and/or Sem2), the Agent's commission shall not be released till the student pays the full tuition fee for the semester. The Agent shall be informed about the reason for the non-release of the Agent Fee in such cases.
- H. All such students are recognized for the Agent's credit through the applications submitted by the Agent on behalf of these students, identified by a Recruitment Agent-stamped application form and an

assigned Hanson Recruitment Agent number associated with the application. Ten (10) business days after DAY 10 of a semester, OR ten (10) business days after the last day for the Refund and Withdrawal deadline of the semester, whichever occurs later, a Commission Eligible List (CEL) will be generated by Hanson and sent to the Agent.

- I. Commission fee is determined based on tuition fee charged for instruction and excludes additional fees such as student organization, ancillary, application and fieldwork/co-op, and placement fees.
- J. Breach of any of the agreement's responsibilities and obligations may result in cancellation of the Agreement. Furthermore, this Agreement will automatically be cancelled when the Agent fails to recruit any students for Hanson for three consecutive semesters. In the event the agreement is cancelled the Agent is required to go through the agent application process again should the Agent wishes to become a Recruitment Agent for Hanson again.
- K. This Agreement may be terminated without cause or explanation by either party upon 30-day written notice to the other party.
- L. Where terminated, the Agent shall have the right to collect the commission fees for any applicant referred on or before the date of termination where such student applies, enrols, and pays international tuition fees within one year of the referral from the Agent. This clause shall survive the termination of this Agreement.
- M. Upon termination of this Agreement, the Agent shall cease to provide the services described in this Agreement. Hanson shall be under no obligation to the Agent, other than to pay upon receipt of an invoice and satisfactory supporting documentation, such compensation as in the reasonable opinion of Hanson; the Agent may be entitled to receive a commission under this Agreement only for work completed to the satisfaction of Hanson up to the date of termination.
- N. The Agent shall indemnify and save harmless Hanson, its employees, officers, and governors from any and all claims, demands, actions, or costs that may arise out of the negligent acts or omissions of the Agent or their employees in the performance of this Agreement. Further, the Agent is not an employee of Hanson College and cannot represent themselves as such on behalf of Hanson nor can the Agent make any promises, or commitments or enter into any agreements on behalf of Hanson without the express written consent of Hanson College.
- O. The Agent shall comply with all applicable laws in performing services described in this Agreement. This Agreement shall be governed by and construed in accordance with the internal laws of the province of Ontario, Canada.
- P. This Agreement replaces all previous and current recruitment agent agreements between the parties.
- Q. Any notice sent pursuant to this Agreement shall be sent by email, courier, or by facsimile, and shall be deemed to have been received one day after being sent if sent by courier or at the time sent if sent by email or facsimile.

Correspondence related to this Agreement shall be sent to:

For Sia Immigration Solutions Inc.

Name: Mr. Munish Joshi Address: 304 8318 120 St. Surrey, BC V3W 3N4, Canada **Telephone**: + 1-778-257-5709 E-mail: mj@siaimmigration.com

□ The AGENT agrees to receive emails and communications from Hanson College related to the promotion of Hanson College products and services.

For Hanson College

Primary contact: Nishant Singhai, Account Executive, nishant.singhai@hansoncollege.com

Cambrian at Hanson: general inquiries email: info.toronto@canadahanson.com

R. In witness whereof, the parties agree to the Recruitment Agent Agreement as of the date indicated below.

Hanson College

Per: (Signature)

June 21, 2023

Date:

Name: *Cynthia Chu* Title: Vice President, Corporate Administration I have authority to bind the corporation.

Sia Immigration Solutions Inc.

Per: Marfut Kow. (Signature)

Jun 21, 2023

Date:

Name: Mr. Munish Joshi Managing Director Title: I confirm that I have the authority to bind the company.

Agent Agreement-with Sia Immigration Solutions Inc

Final Audit Report

2023-06-21

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