

AGENCY AGREEMENT

International Students

This Agency Agreement (the “**Agreement**”) is made on the ___ day of ___, 2023 And supersedes any prior agreement between the parties

Between

Multihexa College NB Inc.
(“**Multihexa Career College**”)
543 Yonge St,
2nd Floor, Toronto,
Ontario, Canada M4Y 1Y5
Email: Juliana.pazzini@multihexa.ca

(the “**Representative**”)
[Address]
[Email]

(Individually a “**Party**”, collectively the “**Parties**”)

General Terms

Multihexa Career 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 Multihexa Career 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 Multihexa Career 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, Mulithexa Career College.
- 3.2 The Representative will provide market intelligence and relevant information from the jurisdiction in which they operate, as requested by Mulithexa Career College.
- 3.3 The Representative agrees to never make false or misleading statements concerning Mulithexa Career College's services, programs, courses, tuition fees, eligibility requirements, nor shall they at any time guarantee a successful admission to attend Mulithexa Career 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 Mulithexa Career College, and promoting Mulithexa Career College, its programs and courses, as directed by Mulithexa Career College, or in a manner proposed by the Representative and agreed to by Mulithexa Career College. The Representative agrees to the following duties and responsibilities (the "**Services**"):
 - a. The Representative will recruit international students for Mulithexa Career College.
 - b. The Representative will interview prospective students for admission to Mulithexa Career College programs, including provision of accurate information and advice on courses, as well as the estimated costs involved with the student's educational endeavors and relocating overseas for their studies.
 - c. The Representative will provide Mulithexa Career 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 Mulithexa Career College. All applications forwarded by the Representative shall be clearly marked with the Representative's and the student's identification details.

4. Ultimate Authority

Mulithexa Career College reserves the final right to accept or reject any prospective students for admission to Mulithexa Career 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 Mulithexa Career 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 Mulithexa Career 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 with holdings, WCB coverage, and the like.
- 5.5 Upon request the Representative will provide Mulithexa Career 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 Mulithexa Career College.
- 5.6 Mulithexa Career College will notify the Representative at least 30 days in advance of any changes in its policies and fees. Mulithexa Career College will keep the Representative updated concerning new programs and ongoing matters at Mulithexa Career 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 Mulithexa Career 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 Mulithexa Career College; or
 - c. At any time by Mulithexa Career College, on providing 30 days written notice.
- 6.2 If Mulithexa Career 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 Mulithexa Career College to the Representative.
- 6.3 If Mulithexa Career 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 Mulithexa Career College to the Representative.
- 6.4 If Mulithexa Career 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 Mulithexa Career 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

Mulithexa Career 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 Mulithexa Career College. Mulithexa Career College staff may also be available for special training sessions at the request and expense of the Representative.

8.0 Certificate of Representation

Mulithexa Career 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 Mulithexa Career College's prior written approval. Immediately upon termination or expiration of this Agreement, the Representative shall return said certificate(s) to Mulithexa Career 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, Mulithexa Career College hereby grants to the Representative a license to use all trade-marks owned by Mulithexa Career 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 Mulithexa Career College, and further that the Representative shall not have any right title or interest in or to the 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 Mulithexa Career 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 Mulithexa Career College from time to time;
 - b. Mulithexa Career 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 Mulithexa Career College to the Representative hereunder are reserved by Mulithexa Career College. Without limiting the generality of the foregoing, the Representative shall not use the Corporate Marks or other proprietary materials owned by Mulithexa Career 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 Mulithexa Career College, unless they have been provided by Mulithexa Career College, or have been approved in writing by Mulithexa Career College prior to their publication or usage. At least 30 days prior to any publication, the Representative shall submit to Mulithexa Career College for approval of all materials to be used in advertising or promoting Mulithexa Career 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 Mulithexa Career 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 Mulithexa Career 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 Mulithexa Career College.

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

10.3 From the date of this Agreement until July 31, 2024, a commission (the “**Commission**”) shall be paid in Canadian dollars and the same shall be payable solely for the first year/part of the program at Mulithexa Career College, regardless of the total duration of the Program, as follows:

Mulithexa Career College (ESL, Certificate and Diploma Programs)

- For the first 8 Enrolled Students in any Recruitment Year, the commission would be 40% of the tuition fees paid to Mulithexa Career College.
- For 9 or more Enrolled Students in any Recruitment Year, the Commission will be 50% of the tuition fees paid to Mulithexa Career College.

For Payment Claims:

- For ESL:
 - i. First Installment: The agent is eligible for the first installment of commission after the student has completed 50% of the course.
 - ii. Second Installment: The agent is eligible for the second installment of commission after the student has completed the course.
- For Diploma programs:
 - i. First Installment: The agent is eligible for the first installment of commission after the student has completed 30 days of the program.
 - ii. Second Installment: The agent is eligible for the second installment of commission after the student has completed 150 days of the program.

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

10.5 The Representative will invoice Mulithexa Career College after 31 days and after 150 days after the start of Mulithexa Career 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.

10.6 The invoices will be paid by Mulithexa Career College within 30 days of receipt of the invoice.

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

- a. The student record is complete and submitted to Mulithexa Career College.
- b. The Representative’s banking information is on file with Mulithexa Career College as set out in **Appendix 1**.
- c. The Representative has submitted an Agent Commission Request Form for the Enrolled Student to Mulithexa Career College as shown in **Appendix 2**.
- d. The Enrolled Student has made full payment of all the fees required to be paid to Mulithexa Career College for acceptance, has passed the Threshold for attendance at Mulithexa Career College, and has not withdrawn. If an Enrolled Student withdraws from Mulithexa Career 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, Mulithexa Career 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 Mulithexa Career College. Mulithexa Career 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 Mulithexa Career 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 Mulithexa Career 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 Mulithexa Career College, who in their sole discretion shall have the right to approve any proposed assignment.

13.2 Mulithexa Career 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 Mulithexa Career 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 forms 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.

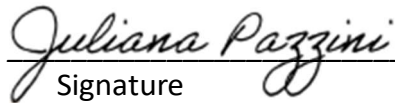
20.0 Signatures

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.

Mulithexa Career College Inc.

[Juliana Pazzini – Director of International Student Recruitment & Enrollment]


Signature

Representative Name (Printed)

Signature

APPENDIX ONE
BANKING INFORMATION

Mulithexa Career College	Representative Name
Application Fees, Deposits and Tuition fees can be made payable to Mulithexa Career College at:	Representative's Commission will be payable by direct bank transfer to the Representative's bank account registered on Mulithexa Career College's file as follows:
Account Holder: Mulithexa College NB Inc.	Account Holder: Sia Immigration Solutions Inc.
Bank Name:	Bank Name: TD CANADA TRUST
Branch Address:	Branch Address: 500 Notre dame drive, Kamloops, BC - V2C6T6
Account Number:	Account Number: 5224729
Swift Code:	Swift Code: TDOMCATTOR
Transit No:	Transit No: 07900 Institution No: 004

Credit Card Payments With the exception of application fees, all credit card payments will be subject to a 3% surcharge.	
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