

## EDUCATIONAL REPRESENTATIVE AGREEMENT

**THIS AGREEMENT** is dated 13/2/2023

### **PARTIES**

(1) **Treas Institute Quebec Inc.**, whose registered office is at 550 Sherbrooke West, Suite 600, Montreal, Quebec, H3A 1B9 (the "School");

and

(2) [Sia Immigration Solutions Inc ],  
whose registered office is at [8318 120 street\304 Surrey Canada v3w3n4, , , Canada ]  
(the "Representative").

(The School and the Representative are collectively referred to herein as the "Parties" and individually referred to herein as a "Party".)

### **BACKGROUND**

(A) The School is an independent and government recognized body regulated by the Ministère de l'Enseignement supérieur. The School is based in downtown Montreal, offering a variety of vocational courses in campus.

(B) The School's affiliates include the other members of Global University Systems.

(C) The Representative is in business providing educational consultancy services to prospective students in the relevant territory and recruiting students for programs.

(D) The Parties have indicated it is their intention to collaborate in the recruitment of students for the Programs.

### **AGREED TERMS**

#### **1. INTERPRETATION**

**Group** in relation to a company, that company, any subsidiary or holding company from time to time of that company, and any subsidiary from time to time of a holding company of that company and each company in a Group is a member of the Group.

**Program** an educational Program run by or on behalf of the School.

#### **2. APPOINTMENT**

The School appoints the Representative to act as an educational representative for student recruitment in the [ India ] (the "Territory") under the terms of this Agreement. For the avoidance of doubt and in accordance with clause 10 (No Partnership or Agency) the Representative is not an agent in law.

#### **3. EXCLUSIVITY**

The Representative's Appointment under this Agreement is on a **non-exclusive basis** in the Territory in respect of the following programs: all Program

#### **4. AGREEMENT DURATION**

4.1 This Agreement shall come into force on the day it is signed and shall continue in force, unless otherwise terminated pursuant to clause 11 (Termination), for an initial period of one year.

4.2 Upon the expiry of the initial term, this Agreement shall automatically renew on the same terms and conditions stipulated herein, unless either Party has given the other at least 30 days' written notice that it does not wish for the Agreement to renew

#### **5. REPRESENTATIVE'S OBLIGATIONS**

5.1 The Representative shall at all times act in good faith and with fairness, consideration and objectivity.

5.2 The Representative shall actively promote the Programs to prospective students, utilizing local knowledge of student needs and market trends, and with specific regard to individual student needs, background and academic and career aspirations.

5.3 The Representative shall:

(a) At all times abide by the School's Code of Conduct for Educational Representatives, including the Marketing Guidelines as may be in force from time to time (which is appended at Schedule 2 to this Agreement);

(b) Assist prospective students in making an informed choice regarding a program of study, and aid with the formal requirements involved in applying for admission to the School;

(c) Explain and ensure students read, understand, and agree the student contract;

(d) Take responsibility to ensure that the student contract was signed by the student, and not the Representative or any other representatives;

(e) Not issue the letter of authorization or collect any payments before the student contract is signed;

(f) Provide the link for prospective students where they will submit an online application form together with other appropriate documentation listed on the link;

(g) Provide prospective students with independent and truthful advice with respect to the School, its Programs, travel to their country and campus of study (including any immigration and visa requirements) and cost of living information;

(h) Keep adequate records of its correspondence and consultations with prospective students; and

(i) Inform the School of market developments and emerging trends in student demand and preferences.

#### **6. THE SCHOOL'S OBLIGATIONS**

6.1 The School shall at all times act in good faith and with fairness, consideration and objectivity.

6.2 The School shall:

(a) Provide the Representative with training and information about the School's Programs, admissions criteria and any updates thereof;

(b) Provide reasonably sufficient promotional material to meet its obligations; and

(c) Offer admission to students recruited by the Representative who meet the School's entry criteria (at the School's sole discretion).

6.3 Save to the extent a liability cannot be legally limited, the School's total aggregate liability to the Representative under this Agreement shall not exceed the commission payable by the School to the Representative under this Agreement.

## **7. ASSIGNMENT AND SUB-REPRESENTATIVES**

7.1 The Representative is not permitted to delegate its responsibilities under this Agreement to one or more sub-representatives without the prior written consent of The School.

7.2 All Agreements between the Representative and any sub-representative must be approved by the School in writing.

7.3 When appointing any sub-representatives, the Representative must take care to ensure sub-representatives abide by the School's Code of Conduct for Educational Representatives. It is agreed that any breach by a sub-representative of the School's Code of Conduct for Educational Representatives may lead to summary termination of this Agreement.

7.4 The Representative is not allowed to assign any of its rights under this Agreement to any third-party (including sub-representatives) and nothing in this clause shall be construed to establish a contractual relationship between the School and any sub-representatives.

## **8. FINANCIAL ARRANGEMENTS**

8.1 In consideration for providing student recruitment services to the School, the School shall pay the Representative commission in accordance with the rates and targets set out in Schedule 1.

Upon reasonable notice to the Representative, the School reserves the right to amend the commission rates in Schedule 1 from time to time to reflect changes to the School's Programs or market conditions.

8.2 The Representative shall provide the School with an invoice, accompanied by a statement of the names, student numbers, Program of study and fees paid in respect of students recruited by the Representative.

8.3 All invoice amounts shall be in Canadian Dollars and be presented to the School within twelve (12) months of the enrollment date for each student listed on such invoice. The School has no responsibility to make payments for invoices that are not submitted within twelve (12) months of such enrollment.

8.4 All commission payments shall be in respect of fees actually paid by students and received (in cleared funds) by the School, net of any refunds and inclusive of value added tax or any other similar tax or levy.

8.5 The School reserves the right to deduct the sum of any overpayments by the School to the Representative that arise for any reason including, without limitation, refunds and other occurred overpayments from future commission claims.

8.6 Upon receipt and verification of the invoice, the School shall pay the Representative any commission sums due in respect of monies actually paid by students recruited by the

Representative within thirty (30) days of receipt of the invoice (or such other time frame as may be agreed to in writing by the Parties).

8.7 The School reserves the right to request the Representative to provide evidence of its correspondence with the advice to any prospective student in respect of which commission is claimed. The School reserves the right to refuse to or withhold and refuse payment where such evidence is not forthcoming or proper.

8.8 Commissions payments will only be payable in respect of student applications submitted by the Representative through the GUS Gateway or another application method provided.

8.9 The Representative shall be solely responsible for its operational and marketing expenses. The School shall only be liable for marketing expenses agreed to in advance and in writing by the School and actually incurred by the Representative in exclusively promoting the School and its Programs. The School reserves the right to request invoices or other suitable evidence of payment before reimbursement of pre-approved expenses will be made.

8.10 All student payments shall be made to the School's trust accounts by the student (or the Representative on behalf of the student) after the contract is issued and signed by the student.

8.11 The Representative is responsible to inform the student of the following:

- (a) The refund policy described in the student contract;
- (b) If an applicant submits any false statements or documents such as passports, identification documents, transcripts, diplomas, certificates, test scores, references, resumes, or the applications themselves, which are forged, fraudulent, altered from the original, materially incomplete, obtained under false pretenses, or otherwise deceptive in support of an application for admission, the registrar's office will cancel the application immediately. Any payments made shall be forfeited by the applicant.

8.12 The Representative will adhere to the prevailing refund policy of the School if amended and accepted by the MCU from time to time and will inform the prospective students of this clause 8.

8.13 The School reserves the right to deduct commission from the Representative in the event the student is entitled to a refund.

8.14 For the avoidance of doubt, in the event the Representative has paid on behalf of a student, the Representative will be solely responsible for the refund payment.

8.15 For the avoidance of doubt, the School reserves the right to bring a claim for future commission claims, in the event this Agreement is terminated and/or there are no pending Representative invoices.

## **MARKETING MATERIALS AND THE MARKETING GUIDELINES**

8.16 All marketing communications bearing the School's name and/or logo and/or the names of the School and its programs, partners, students, employers, and directors must be pre-approved, prior to publication, by the School. Marketing communications include public announcements, press releases, websites, prospectuses, brochures, advertising and any other communications available either to the general public or to any third Party.

8.17 If the material submitted for approval is not in English, the School will require an English translation.

## **9. LANGUAGE**

9.1 This Agreement is drafted in the English language. If this Agreement is translated into any other language, the English language text shall prevail.

9.2 Any notice given under or in connection with this Agreement shall be in the English language.

## **10. NO PARTNERSHIP OR AGENCY**

Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership, agency, employment, or joint venture between any of the Parties, nor authorize any Party to make or enter into any commitments for or on behalf of the other Party.

## **11. TERMINATION**

11.1 Any Party may terminate this Agreement at any time by giving the other Party no less than thirty 30 days' written notice.

11.2 Without prejudice to any rights that have accrued under this Agreement or any of its rights or remedies, any Party may terminate this Agreement without notice if the other Party is in breach of its obligations under this Agreement, and if the breach is capable of remedy, it has failed to remedy the breach within 14 days of receiving written notice from the other Party notifying it of the breach and demanding its remedy.

11.3 The School may terminate this Agreement at any time and without notice if the Representative:

- (a) repeatedly breaches any of the terms of this Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this Agreement;
- (b) suspends, or threatens to suspend, payment of its debts, or is unable to pay its debts as they fall due or admits inability to pay its debts;
- (c) commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors;
- (d) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other Party (being a company);
- (e) an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the other Party (being a company);
- (f) acts in a manner, which in the opinion of the School is inconsistent with the School's best interests;
- (g) (being an individual) is the subject of a bankruptcy petition or order;
- (h) suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business; or
- (i) (being an individual) dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his or her own affairs or becomes a patient under any mental health

legislation.

## **12. CONSEQUENCES OF TERMINATION**

12.1 Other than as set out in this Agreement, neither Party shall have any further obligation to the other Party under this Agreement after its termination.

12.2 Upon termination of this Agreement the Representative must cease all recruitment activities and must not hold itself out to be associated with the School.

12.3 Any provision of this Agreement which expressly or by implication is intended to come into or continue in force on or after termination of this Agreement shall remain in full force and effect.

12.4 Termination of this Agreement, for any reason, shall not affect the accrued rights, remedies, obligations, or liabilities of the Parties existing at termination.

## **13. CONFIDENTIALITY AND DATA PROTECTION**

13.1 Each Party undertakes that it shall not at any time disclose to any person, other than the other Party, any Confidential Information concerning the business, affairs, customers, clients, or suppliers of the other Party or of any member of the group of companies to which the other Party belongs, except as permitted by clause 13.2.

13.2 Each Party may disclose the other Party's confidential information:

(a) to its employees, officers, representatives, or advisers who need to know such information for the purposes of carrying out the Party's obligations under this Agreement. Each Party shall ensure that its employees, officers, representatives, or advisers to whom it discloses the other Party's confidential information comply with this clause 13.2; and

(b) as may be required by law, court order or any governmental or regulatory authority.

13.3 The Representative acknowledges its obligations in respect of student confidential information under The Personal Information Protection and Electronic Documents Act ("**PIPEDA**") and represents and warrants to the School it has adequate systems in place to comply with the requirements of the PIPEDA.

13.4 To the extent the Representative shares student personal information ("**Personal Information**") with the School, the Representative shall ensure (i) that it has all necessary privacy notices and consents in place to enable lawful transfer of Personal Information to the School; (ii) give full information to any individual whose Personal Information may be processed under this Agreement of the nature such processing. This includes giving notice that, on the termination of this Agreement, Personal Information relating to them may be retained by or, as the case may be, transferred to the School, their successors and assignees; and (iii) process such Personal Information only for the purposes of this Agreement and not disclose or allow access to such Personal Information to anyone other than the School.

13.5 In this clause references to Controller, Processor, Data Subject, Personal Data, Personal Data Breach, processing and appropriate technical and organizational measures are as defined in the General Data Protection Regulation (EU) 2016/679).

13.5.1 The parties acknowledge that for the purposes of this sub-clause 13.5, and to the extent to which the Representative processes personal data on behalf of the School, the School is the

controller and the Representative is the processor. The Representative shall process personal data to perform the services pursuant to this Agreement, and to achieve this, the Representative will process personal data by forwarding completed student application forms (containing student personal data) to the School. The categories of data subjects will be prospective students and the categories of personal data which will be processed are name, address, gender, date of birth, phone number, email address, social security number, interest area, educational background. The Representative shall only process personal data for the duration of this Agreement and one academic year after.

13.5.2 Where acting as processor and without prejudice to the generality of clause 13.3, the Representative shall, in relation to any personal data processed in connection with this Agreement and the Representative's performance of the services:

(a) process personal data only on the documented written instructions of the School as set out in clause 13.5.1 unless the Representative is required by applicable laws to otherwise process such personal data. If the Representative is relying on applicable laws as the basis for processing personal data, the Representative shall promptly notify the School before performing the processing required by applicable laws unless such applicable laws prohibit the Representative from notifying the School;

(b) ensure that it has in place appropriate technical and organizational measures to protect against unauthorized or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data, appropriate to the harm that might result from the unauthorized or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymizing and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to personal data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organizational measures adopted by it);

(c) ensure that all personnel who have access to and/or process personal data are obliged to keep the personal data confidential;

(d) assist the School in responding to any request from a data subject, breach notifications, impact assessments and consultations with supervisory authorities or regulators;

(e) notify the School without undue delay, and in any case within 24 hours, on becoming aware of a personal data breach;

(f) at the School's written direction, delete or return personal data and copies thereof to the School on termination of this Agreement unless required otherwise by applicable laws;

(g) maintain complete and accurate records and information to demonstrate its compliance with this clause 13.5 and allow the School to audit the Representative's compliance with this clause 13.5 and immediately inform the School if, in the opinion of the Representative, an instruction infringes local data protection laws;

(h) not subcontract any of its obligations under this Agreement regarding the processing of Personal Data to a third party (a "Sub-Processor") without the prior written consent of the School; and

(i) be liable for the acts and omissions of any Sub-Processor as if they were the acts or omissions of the Representative itself and the Representative shall ensure that there is a written contract executed between the Representative and the Sub-Processor that contains equivalent protections for the Personal Data as are set out in this Agreement.

13.5.3 The Representative shall indemnify the School and hold the School harmless from any cost, claims, charge, damages, expense or loss incurred by the School or for which the School may become liable due to any failure by the Representative or its employees, subcontractors or Representatives to comply with any of its obligations under this clause 13.

13.5.4 Upon the School's request the Representative shall provide copies of privacy notices as referred to within clause 13.4 and such policies or other documents which evidence its practices and procedures in relation to data protection.

13.6 Both Parties consent that during the duration of this Agreement, both Parties may disclose the existence of this Agreement (but not its specific terms) and the other Party's basic contact details to any Third Parties. The Representative agrees to keep confidential the specific terms of the Agreement, including, but not limited to, commission rates and targets.

13.7 No Party shall use any other Party's confidential information for any purpose other than to perform its obligations under this Agreement.

#### **14. ENTIRE AGREEMENT**

This Agreement constitutes the entire Agreement between the Parties in respect of the payment and supersedes all previous drafts, agreements, arrangements, and understandings between them, whether written or oral, relating to its subject matter.

#### **15. CONFLICT WITH OTHER AGREEMENTS**

If there is an inconsistency between any of the provisions of this Agreement and the provisions of any previous agreements between the Parties (either oral or written), the provisions of this Agreement shall prevail.

#### **16. VARIATION AND ASSIGNMENT**

No variation of this Agreement shall be effective unless it is in writing and signed by the Parties (or their authorized representatives). The Representative may not assign, novate, or otherwise transfer or dispose of any of its rights or obligations under this Agreement without the prior written consent of the School. The School may assign, novate, transfer or sub-contract any of its rights or obligations under this Agreement to any other member of its Group.

#### **17. NOTICES**

Any notice or other communication required to be given to a Party under or in connection with this contract shall be in writing and shall be delivered by hand or sent by pre-paid first-class post or other next working day delivery service providing proof of postage, at its registered office (if a company) or (in any other case) its principal place of business or sent by fax to the other Party's main fax number.



## **18. COUNTERPARTS**

This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute an original of this Agreement, but all the counterparts shall together constitute the same Agreement. No counterpart shall be effective until each Party has executed at least one counterpart.

## **19. THIRD PARTY RIGHTS**

No person other than a Party to this Agreement shall have any rights to enforce any term of this Agreement (except for the right of the School's Group and associated companies to enforce the terms of this Agreement).

## **20. GOVERNING LAW AND JURISDICTION**

20.1 This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of the Province of Quebec, Canada

20.2 The Parties irrevocably agree that the courts of Quebec shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

Signed for and on behalf of Trebas Institute Quebec Inc.

Name: Test Contact TIC

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Signed for and on behalf of Sia Immigration Solutions Inc

Name: Manpreet Joshi

Title: Director

Signature: Manpreet Joshi

## **SCHEDULE 1: Commission Rates**

**Programs:** The entire portfolio of the School's programs.

**Regional Exclusion:** Domestic recruitment is none-commissionable.

### **Commission applies to Year 1 only**

1 to 4 enrolments: 25%

5 to 9 enrolments per intake: 27.5%

10+ students per intake: 30%

**Commissionable items:** please refer to clause 8.5 of this Agreement. All commission payments shall be in respect of fees actually paid by students and received (in cleared funds) by the School, net of any refunds and inclusive of value added tax or any other similar tax or levy.

Before the commission payment, students must be in good standing with the school's policies which includes but is not limited to the student payment plans and class attendance.

Please refer to the School's representative commission policy for further information.

## **SCHEDULE 2: The School's Code of Conduct for Educational Representatives**

This document sets out the general principles of cooperation and expectations by the School when recruiting international students. It is meant as a guide as to general principles and it is expected that the representatives will maintain the highest standards of integrity, honesty, and professional conduct at all times, and will abide by the specific terms and conditions set out in their contracts.

**Representatives should always act in good faith and with fairness, consideration, and objectivity.**

The following sets rules of conduct as applying to educational representatives, whether acting as sole proprietors, partnerships, or limited companies. Where a representative is an entity with multiple employees, the principal or director must ensure that the contents of this Code of Conduct are effectively relayed to all employees and that comprehensive and regular training on implementation and compliance is provided to all employees/representatives.

### **Representatives are expected to:**

1. Demonstrate appropriate attributes and abilities to competently service the legitimate needs of international students. Representatives are required to notify the School of any material changes in their ownership, governance and control or their financial situation. Representatives must take no actions to support or encourage illegal actions.
2. Accurately represent areas of competence, education, training, and experience.
3. Maintain the confidentiality and integrity of information about student and communications with students. Representatives must always comply with local data protection laws and any policy of the adviser's employing organization on confidentiality and record keeping, as well as the provisions of The Personal Information Protection and Electronic Documents Act (PIPEDA). Representatives should ensure that information about any circumstances in which information may be disclosed without prior authorization is available to students.
4. Refrain from unjustified or inappropriate criticism of other educational representatives or institutions and seek to resolve any conflict of advice directly with the party concerned in a professional manner.
5. Establish appropriate resources and procedures needed to provide professional support services to international students and institutions.
6. In particular, keep themselves informed, as may be relevant to their areas of advice of developments in statutory and case law, regulations, immigration rules and procedures, institutional policies and other codes through Continuing Professional Development. Representatives should be aware of the difference between information, advice and counselling and be able to recommend qualified counselling assistance to students who may benefit from it.

7. Recognize the boundaries of their qualifications and competence, making appropriate referrals when situations fall outside them. Representatives must not, however, provide advice which is subject to regulation unless they are appropriately accredited / licensed to provide such advice (e.g., immigration advice which is subject to OISC regulation). It must always be made clear to students what kind of advice the representative is authorized to provide.
8. Be accountable to both the School and their students and publicize a complaints and dispute resolution procedure. Details of any complaints made by prospective or current students of the School will be immediately disclosed to the School.
9. Actively seek to promote personal professional development and keep themselves and their staff informed of current developments in their fields.
10. Provide both the School and students with information they need in a timely manner and not withhold relevant information.
11. Provide a representative voice regarding issues that are of importance to students and the School.
12. Provide the range of services required by their agreement with the School to ensure cooperative delivery of quality support to international students.
13. Respond to student and the School's communications in a prompt and timely manner.
14. Not discriminate, or tolerate discrimination on the part of others, on the basis of ethnic or national origins, gender, sexual orientation, religion, disability or age.
15. Be aware of, and show appropriate sensitivity to and respect for, other cultures and value systems.
16. Act in the best interests of the student, while respecting institutional policies, statutory and legal requirements, and the legitimate interests of sponsors.
17. Be principally concerned with the personal, social, educational and career needs of the students.
18. Advertise in strict adherence with the Marketing Guidelines provided by the School and in any case, advertise in an ethical manner by not engaging in false, misleading, or damaging advertising.
19. Continually monitor their own effectiveness and the effectiveness of their staff as professionals and take steps to improve when necessary.

**Please complete this bank details form to identify the bank account where you would like commission paid:**

<b>Full Beneficiary Name on the Bank Account:</b> • Required in all countries	Sia Immigration Solutions Inc.
<b>Swift Code:</b> • All countries except USA • Called a Sort Code in the UK	TDOMCATTOR
<b>IBAN/Account Number:</b> • Used by all countries on this IBAN Country List: <a href="https://www.xe.com/ibancalculator/countrylist/">https://www.xe.com/ibancalculator/countrylist/</a> • Morocco: requires 24 digit account number • Mexico: requires 18 digit CLABE	Bank Name - TD Canada Trust Account Number - 5224729
<b>Branch Code:</b> • Mainly Canada	TRANSIT NO. 07900 INSTITUTION 004
<b>IFSC :</b> • India	
<b>Intermediary Bank Details:</b> • Optional	