

Kootenay Columbia College

of Integrative Health Sciences

AUTHORIZED AGENT AGREEMENT

May 17th, 2024

This agreement forms the basis of the working relationship between Kootenay Columbia College and its approved representatives and agents.

The purpose of this agreement is to allow agents/representatives to enrol genuine students into Kootenay Columbia College programs and receive a consulting / commission fee and other bonuses that may be agreed upon in writing by Kootenay Columbia College.

LAW AND JURISDICTION

This agreement shall be governed by and be construed in accordance with the laws of the Government of Canada, and the Province of British Columbia, without regard to conflict of laws principles that would require the application of the laws of another jurisdiction. The Parties irrevocably submit to the jurisdiction of the courts of the Province British Columbia and Canada.

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of Integrative Health Sciences

THIS AGENCY AGREEMENT (this “**Agreement**”) is made as of **May 17th, 2024** by and between:

Kootenay Columbia College (KCC), whose registered head office is located 2-560 Baker St, Nelson, BC, Canada, V1L4H9 hereafter known as

(“**KCC**”)

-And-

Sia Immigration Solutions Inc. whose registered office is located at **8318 120 street #304, Surrey, BC, V3W 3N4**

(**Agent / Representative**: Hereafter known as “**AGENT**” and together with “**KCC**”, collectively, the “**Parties**” and each a “**Party**”)

Agency Legal Name	SIA Immigration Solutions Inc.
Prop Director or Legal Entity	Corporation
Company registration in your country	Canada
Contact Person	Ankita Patel
Registered Organization Address	8318 120 street #304, Surrey, BC, V3W 3N4
Telephone	7785229973
Email	info@siaimmigration.com

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WHEREAS:

- (A) KCC is an independent college accredited by the Private Training Institution Branch (PTIB).
- (B) The Agent is a recognized, licensed and incorporated business providing educational consultancy services to prospective students and recruiting students for educational programs.
- (C) The Parties have indicated it is their intention to collaborate in the recruitment of students for the Programs.
- (D) KCC wishes to retain the Agent on a non-exclusive basis to provide, and the Agent wishes to provide to KCC the Services (as defined herein).

NOW THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. BACKGROUND

- 1.1. KOOTENAY COLUMBIA COLLEGE is a private College registered under the British Columbia Training Institute Branch with BC Education Quality Assurance (EQA) certification.
- 1.2. The purpose of this agreement is to allow agents/representatives /recruiters to enroll eligible students into KOOTENAY COLUMBIA COLLEGE programs and receive a consulting/commission fee and/or other bonuses that may be agreed upon in writing by KOOTENAY COLUMBIA COLLEGE. Programs include but are not limited to:
 - 1.2.1. Career and workplace-related
 - 1.2.2. Certificate
 - 1.2.3. Diploma
 - 1.2.4. Others as determined by KCC
- 1.3. The AGENT must make itself aware of the conditions and requirements of Immigration, Refugees and Citizenship Canada (IRCC) as they are related to International Student recruitment, study permits or related international education conditions and comply with those requirements.

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2. INTERPRETATIONS

2.1. The following definitions apply in this agreement:

- (a) **“Breaching Party”** shall have the meaning ascribed to such term in Section 3.3;
- (b) **“Commission”** shall have the meaning ascribed to such term in Section 9.1;

3. APPOINTMENT

3.1. KCC appoints the Agent to act as a non-exclusive agent of KCCC in the location of Canada and India (the “Territory”) for student recruitment with respect to the Programs and to provide such services associated therewith and as contemplated herein in accordance with the terms and conditions of this agreement (the “Services”).

3.2. The Agent accepts KCC’s appointment and shall, during the term of this agreement, provide the Services in the Territory.

4. EXCLUSIVITY

4.1. For clarity, the Agent’s appointment under this agreement is on a non-exclusive basis, and the Agent shall be free to provide its services to third parties during the term of this agreement provided that the Agent shall not provide such services in a manner that is inconsistent with any of the provisions herein.

5. TERM

5.1. This agreement shall come into force on the day first written above and shall continue in force and effect for an initial period of Eighteen (18) months (the **“Initial Term”**) unless otherwise terminated pursuant to Section 13.

5.2. Upon the expiry of the Initial Term, the Parties agree that with his agreement shall be renewed upon review with the same terms and conditions stipulated herein for successive terms of twelve (12) months, unless written notice is provided thirty (30) days prior to the renewal by one Party to the other indicating that it does not wish for the agreement to renew.

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6. REPRESENTATIONS AND WARRANTIES

6.1. The Agent represents and warrants to KCC that:

- (a) it has the power and capacity to enter into this agreement and, if the Agent is a corporation, the execution, delivery and performance by the Agent of this Agreement has been duly authorized by all requisite corporate action on the part of the Agent and performance of the Services or the obligations hereunder will not:
 - (i) violate or conflict with the articles of incorporation, by-laws or any unanimous shareholder agreement of the Agent;
 - (ii) violate or conflict with any judgment, order, decree, statute, law, ordinance, rule or regulation applicable to the Agent; or
 - (iii) conflict with, or result in (with or without notice or lapse of time or both) any violation of, or default under, or give rise to a right of termination, acceleration or modification of any obligation or loss of any benefit under any contract or other instrument to which the Agent is a party;
- (b) no consent, approval, waiver or authorization is required to be obtained by the Agent from any Person (including any governmental authority) in connection with the execution, delivery and performance of this agreement;
- (c) at all times provide the Services in good faith and with fairness, consideration and objectivity and in a professional manner;
- (d) at all times, it shall perform the Services using personnel of required skill, experience, and qualifications, and in a professional and workmanlike manner in accordance with best industry standards for similar services;
- (e) it shall devote adequate resources to meet its obligations under this agreement.
- (f) it shall not make any payments for or on behalf of any prospective student;
- (g) it is in compliance with and shall perform the Services in compliance with, all applicable policies, laws, rules, regulations, and codes, including without limitation, the rules, regulations and policies of KCC, in force and as amended from time to time including, without limitation, the Code of Conduct for Educational Agents and the marketing guidelines contained therein, the Refund Policy and the Commission Policy (the “Policies”), all of which can be accessed using the Document Portal;
- (h) as of the date hereof, there are no pending or, to the Agent’s knowledge, threatened claims, litigation, or other proceedings pending against the Agent by any third party which would impact the performance of the Agent’s obligations under this agreement; and
- (i) the Services will be in conformity in all respects with all requirements or

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specifications stated in this agreement and any other specifications and requirements provided by KCC to the Agent.

2. AGENT'S OBLIGATIONS AND COVENANTS

2.1 The Agent shall (and the Services shall include):

- (a) 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
- (b) assist prospective students to make an informed choice regarding a program of study and aid with the formal requirements involved in applying for admission to the Programs;
- (c) explain and ensure prospective students read, understand, and agree with all the terms of the student contract, including without limitation, the Refund Policy;
- (d) take responsibility to ensure that the student contract was signed by the prospective student and not the prospective student's Agent or any other representatives;
- (e) provide the link to prospective students where they may submit an online application form together with other appropriate documentation listed therein;
- (f) inform the prospective student that if the prospective student submits any false statements or documents such as passports, identification documents, transcripts, diplomas, certificates, test scores, references, résumés, or the applications themselves, which are forged, fraudulent, altered from the original, materially incomplete, obtained under false pretences, or otherwise deceptive in support of an application for admission, the application will cancel immediately, any payments shall be forfeited by the prospective student, and the prospective student will be accountable for any costs incurred by KCC for such actions;
- (g) provide prospective students with independent and truthful advice with respect to KCC, the Programs, travel to their country and campus of study (including any immigration and visa requirements) and cost of living information;
- (h) maintain complete and accurate records relating to the provision of the Services under this agreement, including without limitation records of its correspondence and consultation with prospective students, for inspection by or on behalf of KCC during the term of this agreement and for three (3) years after any expiration or termination; and
- (i) inform KCC of market developments and emerging trends in student demand preferences.

3. KCC'S OBLIGATIONS AND COVENANTS

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- 3.1 KCC shall:
- (a) At all times, act in good faith and with fairness, consideration and objectivity.
 - (b) Provide the Agent with training and information about the Programs, admissions criteria and any updates thereof or related materials thereto; and
 - (c) provide reasonably sufficient promotional material for the Agent to meet its obligations.

4. ASSIGNMENT AND SUB-AGENTS

- 4.1 The Agent is not permitted to delegate its rights, responsibilities or obligations under this agreement without the prior written consent of KCC, which may not be unreasonably withheld. Any purported assignment or delegation in violation of this Section is null and void. No permitted assignment or delegation relieves the Agent of any of its obligations under this agreement.
- 4.2 All agreements between the Agent and any sub-agent must be first approved by KCC in writing, which may not be unreasonably withheld.
- 4.3 When appointing any sub-agents, the Agent must take care to ensure: (i) the sub-agents have read and abide by the policies; and (ii) are suitably skilled, experienced, and qualified to perform the Services. It is acknowledged and agreed by the Agent that any breach by a sub-agent of this agreement or the Policies shall constitute a breach of this agreement by the Agent, and the Agent shall be held accountable for any costs associated with such breach.
- 4.4 Nothing herein shall be construed to establish a contractual relationship between KCC and any sub-agents.

5. FINANCIAL ARRANGEMENTS

- 5.1 In consideration for providing the Services, KCC shall pay to the Agent commission in accordance with Schedule 1 annexed hereto (the “**Commission**”), subject to the terms and conditions herein.
- 5.2 The Agent shall provide KCC with an invoice 30 days after the commencement of program, accompanied by a statement of the names, student numbers, program of study and fees paid in respect of students recruited by the Agent (the “**Invoice**”).
- 5.3 All Commission payments shall be in respect of fees actually paid by students and received (in cleared funds) by KCC, net of any refunds and inclusive of value-added tax or any other similar tax or levy.
- 5.4 Upon receipt and verification of the Invoice, KCC shall pay the Agent any Commission sums due in respect of monies actually paid by students recruited by the Agent within 30 days of receipt of the Invoice (or such other time frame as

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may be agreed to in writing by the Parties).

6. MARKETING MATERIALS AND THE MARKETING GUIDELINES

- 6.1 The Agent shall be solely responsible for all operational and marketing expenses.
- 6.2 All marketing communications bearing KCC's name, logos, associated marks, and/or the name, logos and associated marks of its programs, partners, students, employers, directors and/or the program must be pre-approved by KCC prior to publication. 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 or otherwise.
- 6.3 If the material submitted for approval is not in English, KCC will require an English translation.

7. LANGUAGE

- 7.1 This agreement is drafted in the English language. If this agreement is translated into any other language, the English language text shall prevail.
- 7.2 Any notice given under or in connection with this agreement shall be in the English language.

8. NO PARTNERSHIP OR THE AGENT

- 8.1 The Agent is and shall remain at all times an independent agent and not an employee of KCC. Nothing in this Agreement shall be construed to create any association, partnership, joint venture, fiduciary or employment relationship between the Parties, for any purpose, and neither Party has the authority to contract for or bind the other Party in any manner whatsoever.
- 8.2 Without limiting Section 12.1, the Agent and the Agent's personnel or sub-agent shall not be eligible to participate in any benefit or compensation plans offered by KCC to its employees if such plan exist, including, without limitation, any payments under any employment standards legislation.
- 8.3 KCC shall have no liability or responsibility for withholding or remitting any income, payroll, or other federal or provincial taxes, including employment insurance remittances, Canada Pension Plan contributions or employer health tax, or worker's compensation insurance premiums for the Agent and the Agent's personnel or sub-agent. The Agent is responsible for these withholding, remitting and registration obligations, and shall indemnify KCC from and against any order, penalty, interest, taxes or contributions that may be

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assessed against KCC due to the failure or delay of the Agent to make any such withholdings, remittances or registration, or to file any information required by any law.

- 8.4 The Agent shall be fully responsible for the Agent's personnel or sub-agent and shall indemnify KCC against any claims made by or on behalf of any of the Agent's personnel or sub-agent, including, without limitation, any claim for unpaid wages, overtime, vacation pay, or any other claim under employment standards legislation, reasonable notice of termination, or any other claim whether arising pursuant to contract, statute, common law or otherwise. This Section shall survive the termination of this agreement and remain binding on the Agent.

9. TERMINATION

- 9.1 Any Party may terminate this agreement at any time by giving the other Party at least thirty (30) days written notice.

- 9.2 KCC may immediately terminate this agreement at any time and without notice to the Agent, acting in its sole discretion, if the Agent:

- (a) breaches any of the terms of this agreement in such a manner as to reasonably justify the opinion that the Agent's 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) files a petition, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up or restructuring of the Agent;
- (e) is the subject of a bankruptcy petition or order or files an application, 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 KCC, is inconsistent with KCC's best interests;
- (g) suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business or sells its business, whether by share or asset sale; and/or
- (h) is an individual and 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.

- 9.3 Without prejudice to any rights under this agreement or any other applicable

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rights or remedies, any Party may terminate this agreement with notice to the other Party (the “**Breaching Party**”) if the Breaching Party is in breach of its representations, warranties, obligations or covenants under this agreement, and if the breach is capable of remedy, the Breaching Party has failed to remedy the breach within fourteen (14) days of receiving written notice from the other Party notifying it of the breach and demanding its remedy.

10. CONSEQUENCES OF TERMINATION

- 10.1 Other than as set out in this agreement, neither Party shall have any further obligation to the other under this agreement after its termination.
- 10.2 Upon termination of this agreement, the Agent must cease the Services and all recruitment activities on behalf of KCC and must not hold itself out to be associated with KCC.
- 10.3 This Section and Section 15 and Section 16 shall survive termination of this agreement and remain in full force and effect along with any provision of this Agreement which expressly or by implication is intended to come into or continue in force on or after the termination of this agreement shall remain in full force and effect.
- 10.4 Termination of this Agreement, for any reason, shall not affect the accrued rights, remedies, obligations or liabilities of the parties existing at termination.

11. INDEMNITY

- 11.1 The Agent shall defend, indemnify, and hold harmless KCC, its parent company, subsidiaries, affiliates, successors, or assigns, Group and their respective directors, officers, shareholders, employees, representatives, and KCC’s customers (collectively, “**Indemnitees**”) from and against any and all loss, injury, death, damage, liability, claim, deficiency, action, judgment, interest, award, penalty, fine, cost, or expense, including reasonable legal and professional fees and costs, and the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers (collectively, “**Losses**”) arising out of or related to the Services or the Agent’s negligence, willful misconduct, or breach of this agreement. The Agent shall not enter into any settlement without KCC’s or Indemnitee’s (as applicable) prior written consent.
- 11.2 In the event of any proceeding, litigation, investigation, or other proceedings by any regulatory entity against KCC relating to materials prepared by the Agent, the Agent shall provide all requested assistance to KCC in preparing its defence.
- 11.3 The Agent shall, at its expense, defend, indemnify, and hold harmless KCC and any

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Indemnatee against any and all Losses arising out of or related to any claim that any of the Services or KCC's or any Indemnatee's receipt or use thereof infringes or misappropriates any rights of a prospective student or third Party. In no event shall the Agent enter into any settlement without KCC's prior written consent.

12. CONFIDENTIALITY AND DATA PROTECTION

- 12.1 Each Party undertakes and agrees that it shall not at any time disclose to any Person any Confidential Information of the other Party or of any member of the Group, except as permitted by Section 16.2 and shall not use the other Party's Confidential Information for any purpose other than to perform its obligations under this agreement.
- 12.2 Each Party may disclose the other Party's Confidential information 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 Confidential Information complies with Section 16.1. Such Party shall be held accountable for any such breach.
- 12.3 The Agent acknowledges and agrees to its obligations with respect to the collection, retention, use, processing, disclosure, transfer and protection of personal information, and all cyber incident, information security and data breach notification and record-keeping requirements of the prospective student's Personal Information as detailed in the *Personal Information Protection and Electronic Documents Act* (PIPEDA), the *Freedom of Information and Protection of Privacy Act* (FIPPA), the *Canadian Anti-Spam Legislation* (CASL), or any other applicable laws, rules, regulations, industry standards, codes and/or practices (collectively, "**Privacy and Data Security Laws**"). The Agent represents, warrants and covenants to KCC that it: (i) will not acquire any express or implied rights, title or interest in or to the Personal Information; (ii) will only use and maintain the Personal Information on KCC's behalf solely for the purposes of providing the Services and for no other purpose of any kind whatsoever and at all times in accordance with the terms of this agreement;
(iv) has adequate systems in place to comply with the terms, obligations and/or requirements of the Privacy and Data Security Laws and has provided a copy of such policies to KCC; (v) will comply with all terms, obligations and/or requirements of the Privacy and Data Security Laws in using and/or maintaining the Personal Information and in performing the Services; and (vi) will promptly and securely destroy the Personal Information upon the termination of this agreement.

The Agent further acknowledges and agrees that it shall be responsible for any breach by any of its officers, employees, or agents of the obligation set forth in this

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Section.

- 12.4 To the extent the Agent shares the Personal Information with KCC, the Agent shall:
- (i) ensure the lawful transfer of such Personal Information by: (A) issuing all necessary privacy notices appropriately issued; (B) obtaining the express consent of such transfer is obtain from the individual and in giving such consent, the individual is aware and understands the nature, purpose and consequences of the collection, use or disclosure of the Personal Information to which they are consenting; (ii) give adequate notice to any individual whose Personal Information may be processed under this agreement and the nature of such processing, which shall include 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 KCC, their successors and assignees; and (iii) process such Personal Information in accordance with the Privacy and Data Security Laws and only for the purposes of this agreement and not disclose or allow access to such Personal Information to anyone other than KCC.
- 12.5 The Agent acknowledges and agrees to: (i) ensure, assess and maintain that no proposed students are in contravention of Canadian sanctions laws including, but not limited to, the following: (a) Part II.1 of the *Criminal Code*, including *Regulations Establishing a List of Entities*; (b) *United Nations Act*, including the *Regulations Implementing the United Nations Resolutions on the Suppression of Terrorism* (RIUNRST); (c) *Special Economic Measures Act*; (d) *Freezing Assets of Corrupt Foreign Officials Act*; (e) *Justice for Victims of Corrupt Foreign Officials Act*; and (f) *Proceeds of Crime (Money Laundering) Act* (PCMLTFA); and (ii) promptly comply with any requests of KCC's sanctions compliance officer and any assessment procedures, mechanisms or policies implemented by KCC.
- 12.6 In this Section, references to 'controller', 'processor', 'data subject', 'personal data', 'personal data breach', 'processing' and 'appropriate technical and organizational measures' shall have the meaning prescribed in the *General Data Protection Regulation* (EU) 2016/679):
- (a) The Parties acknowledge that to the extent to which the Agent processes personal data on behalf of KCC, KCC is the controller, and the Agent is the processor. The Agent shall process personal data to only to perform the Services pursuant to this agreement, and to achieve this, the Agent will process personal data by forwarding completed student application forms (containing student personal data) to KCC. The categories of data subjects will be prospective students and the categories of personal data which will be processed are identity data, student data, contact data, transaction data, marketing and communications data, academic data and financial data. The Agent shall only process personal data for the duration of this agreement.

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- (b) Where acting as processor and without prejudice to the generality of Section 16.6(a), the Agent shall, in relation to any personal data processed in connection with this agreement and the Agent's performance of the services:
 - (i) Process personal data only on the documented written instructions of KCC as set out in Section 16.6 unless the Agent is required by applicable laws to otherwise process such personal data. If the Agent is relying on applicable laws as the basis for processing personal data, the Agent shall promptly notify KCC before performing the processing required by applicable laws unless such applicable laws prohibit the Agent from notifying KCC;
 - (ii) 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);
 - (iii) ensure that all personnel who have access to and/or process personal data are obliged to keep the personal data confidential.
 - (iv) assist KCC in responding to any request from a data subject, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
 - (v) notify KCC without undue delay on becoming aware of a personal data breach;
 - (vi) at KCC's written direction, delete or return personal data and copies thereof to KCC on termination of this agreement unless required otherwise by applicable laws; and
 - (vii) maintain complete and accurate records and information to demonstrate its compliance with this Section and allow KCC to audit the Agent's compliance with this Section and immediately

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(viii) inform KCC if, in the opinion of the Agent, an instruction infringes local data protection laws.

- 12.7 The Agent shall indemnify KCC and hold KCC harmless from any cost, claims, charge, damages, expense or loss incurred by KCC or for which KCC may become liable due to any failure by the Agent or its employees, sub-agents or agents to comply with any of its obligations under this Article. This Section shall survive terminations and be binding on the Agent.
- 12.8 Upon KCC's request, the Agent shall provide copies of privacy notices as referred to within this Article and such policies or other documents which evidence its practices and procedures in relation to data protection.
- 12.9 Both Parties consent that during the duration of this agreement, both Party 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 Agent agrees to keep confidential the specific terms of the agreement, including, but not limited to, commission rates and targets.
- 12.10 A Party shall be entitled, in addition to any other remedies available to it, to injunctive relief for any violation of this Article.

13. MISCELLANEOUS

- 13.1 This agreement, including all schedules, together with any documents incorporated herein by reference, constitutes the sole and entire agreement of the Parties with respect to the subject matter of this agreement and supersedes all prior and contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral, with respect to such subject matter. The terms of this agreement prevail over any terms and conditions contained in any other documentation and expressly exclude any of the Agent's standard terms and conditions or any other document issued by the Agent under this agreement.
- 13.2 The headings in this agreement are for reference only and shall not affect the interpretation of this agreement.
- 13.3 The schedules attached hereto form an integral part of this agreement and are incorporated herein by reference.
- 13.4 This agreement may only be amended or modified in writing that specifically states that it amends this Agreement and is signed by an authorized representative of each Party.

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- 13.5 Any notice or other communication required to be given to a Party under or in connection with this agreement 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. Notices sent in accordance with this Section will be deemed effectively given: (a) when received, if delivered by hand, with signed confirmation of receipt; (b) when received, if sent by a nationally recognized overnight courier, signature required; (c) when sent, if by facsimile (in each case, with confirmation of transmission) if sent during the addressee's normal business hours, and on the next business day if sent after the addressee's normal business hours; and (d) on the third day after the date mailed by certified or registered mail by the Canada Post Corporation, return receipt requested, postage prepaid.
- 13.6 No person other than a Party to this agreement shall have any rights to enforce any term of this agreement.
- 13.7 No waiver by any Party of any of the provisions of this agreement shall be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this agreement, no failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege. The rights and remedies under this agreement are cumulative and are in addition to and not in substitution for any other rights and remedies available at law or in equity or otherwise.
- 13.8 This agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this agreement delivered by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this agreement.
- 13.9 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 British Columbia and the federal laws of Canada. The Parties irrevocably agree that the courts of British Columbia 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).

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THIS EDUCATIONAL AGENCY AGREEMENT has been executed by each of the undersigned as of the date first written above.

By: **SIA Immigration Solution Inc.**

Name: Munish Joshi

Title: CEO

Signature: 

By: Kootenay Columbia College

Name: Keshav Singla

Title: President


Signature: _____

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SCHEDULE 1 COMMISSION TERMS, RATES AND REQUIREMENTS

It is hereby agreed that KCC will pay to AGENT for every student that the AGENT enrolls into one of KCC programs.

- 1.1 Consulting / Commission Fee: Please see the table on next page
- 1.2 Any agent fee is only payable 30 days after the program has started, and any refund periods as set by KCC has expired.
- 1.3 Consulting / Commission Fee will be paid after receipt of monies paid and all the necessary KCC forms are signed, completed, and delivered to KCC offices.
- 1.4 AGENT will not be regarded as having recruited the student under this agreement unless AGENT submits the student's application for enrollment and that application also bears the agent's name and signature. If KCC receives the application directly from the student, the Agent cannot add their name to the application, and the commission will not be payable.
- 1.5 If a student recruited by the Agent at any time undertakes any other program at KCC other than that which was specifically identified in the application for enrollment and for which the student was first recruited by the Agent, no fee or other amount will be payable KCC to the Agent.
- 1.6 It is the responsibility of the AGENT to ensure that they quote prices from the current tuition fee structure.
- 1.7 KCC will only take responsibility for monies received where an official receipt has been issued.
- 1.8 All other liabilities for monies lost will be denied.
- 1.9 It is the responsibility of the Agent to make sure that the student is paying the fee as per the agreed payment plan.
- 1.10 AGENT cannot promise or imply that KCC will offer a prospective student employment as a result of completing an KCC program.
- 1.11 In the case of an international student, at all times advise KCC of any information or concerns relating to the legal visa status of the student and/or any criminal activity known. This agreement covers the Agent and/or representative and includes their staff, principal, director, associates and sub-agents. The Agent indemnifies KCC against all and any loss which our colleges may suffer as a direct or indirect result of any agent's failure to comply any provision of this agreement, including without limitation any fine or cost to our colleges and any loss or damage arising from temporary or permanent suspension or withdrawal of our college's licenses to operate under the Education Services Act and Regulations.
- 1.12 The Agent may not bind KCC to any agreement whatsoever without having first obtained the express written consent of KCC in writing to do so. Particularly, the Agent



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acknowledges that the purpose of its appointment is only to introduce prospective students to Intech and that it may not bind the college to accept those students.

- 1.13 It is the responsibility of the Agent to ensure that outstanding fees by any of their clients are paid on time to the college.
- 1.14 To assist students with application, processing and visa applications where applicable and legal, and ensure students understand program requirements and outcomes.
- 1.15 To ensure students read, understand and sign the refund policy and student handbook of KCC.

Subject to the terms and conditions of the agreement, the Agent is entitled to commission fee rates as set forth in the table below on fees actually paid by students and received in cleared funds by KCC for specific programs, as applicable. The commission fee is inclusive of all taxes (GST, HST or other taxations required by provincial and/or federal governments), fees that local regulations require companies to collect for services rendered, value-added tax or any other similar tax or levy*.

Program	Tuition Fees	Commission
Onshore- 1 st semester	\$3500	\$1600
Visitor to Study-1 (per Sem)	\$5000	\$2500
Onshore MOA Program fee(6 months)	\$6500	\$2500

* No commissions are paid for Students who withdraw, do not register or do not pay their tuition fees in full.

From time to time, KCC may issue commission specials for the Programs that will increase commission rates for specific programs or intakes. Such rates, where applicable, will be issued as amendments to this agreement with specific dates and terms of the increased commission rates. This rate does not apply to KCC programs or other customized programs that are designed for individual clients or agencies, and payable commission rates, if applicable, are to be established outside of this agreement. Upon thirty (30) days' notice to the Agent, KCC reserves the right to amend the commission rates in Schedule 1 from time to time to reflect changes to the Programs or market conditions.

