



## **AGENCY AGREEMENT**

**THIS AGREEMENT** is dated for reference the 31 day of May 2024.

**BETWEEN:**

**DEA CANADIAN COLLEGE**, (“The College”) a company duly incorporated under the laws of the Province of British Columbia, and having an office at #160–700 Marine Drive, North Vancouver, BC, V7M 1H3 Tel: 604-770-4659 (“College Address”)

**AND:**

**SIA Immigration Solutions Inc.** at 8318 120ST 304 3<sup>RD</sup> Floor.

**WHEREAS:**

- A. The College is in the business of providing educational services and operates an educational institution under the name of “DEA Canadian College.”, located at:  
#160- 700 Marine Drive, North Vancouver, BC V7M 1H3
- B. The College desires the Agent to act as its agent in recruiting local and international students to attend the school.
- C. The College has agreed to appoint the Agent as agent and the Agent has agreed to accept the appointment as agent for the College in recruiting students for the school on the terms and conditions provided in this Agreement.

**NOW THEREFORE THIS AGREEMENT WITNESSES** that in consideration of the representations, warranties, covenants and agreements here in after contained and for other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged by each of the parties), the parties represent, warrant, covenant and agree as follows:

**1. TERMS**

The Term of this Agreement shall be for a period of 1 year commencing May 23rd, 2024, and ending on May 23rd, 2025, or until terminated in accordance with the terms of this Agreement.



## **2. AGENT'S DUTIES AND RESPONSIBILITIES**

- 2.1 The Agent shall assist the College in the:
- a) Recruitment of local and international students to study in programs offered at DEA CANADIAN COLLEGE.
  - b) Maintenance and promotion of the name and reputation of DEA CANADIAN COLLEGE and its programs.
- 2.2 The Agent shall carry out his duties in a professional manner and shall at all times act in a way as to maintain and promote the name and reputation of the College and the School.
- 2.3 The Agent shall be solely responsible for all costs and expenses incurred in connection with his duties, including costs related to advertising in television, radio, newspapers, and other broadcast or print media.

## **3. AGENT'S COVENANTS**

- 3.1 The Agent covenants not to represent himself as, and covenants not to use the terms “counsellor” or “advisor” in any dealings in his capacity as Agent and may not otherwise suggest or imply that he is a counsellor or advisor of the school.
- 3.2 The Agent covenants not to sign any documents on behalf of a student or prospective student. All documents must be signed by the student personally if he is 19 years of age or older, or by the student’s parent or legal guardian if he is under 19 years of age. Documents tendered to the College by Agents on behalf of new students outside the Province of British Columbia must include a photocopy or other facsimile of one piece of government issued identification of the student or his or her parent or guardian.
- 3.3 The Agent covenants not to represent himself as a guardian of a student who is under 19 years of age.

## **4. REMUNERATION OF AGENT**

- 4.1 The Agent shall be entitled to receive a commission (the “Commission”) with respect to each student he / she successfully recruits to attend the school. For further clarification, a student who has had any contact with the College or the School directly at any time prior to the first meeting with the Agent, is deemed not to be a student which the Agent has successfully recruited, regardless of the extent of the Agent’s involvement and dealings with that student.
- 4.2 Subject to 4.4, The agent must pay us **\$1,340. 00 CAD** for each student., within 5 business days from the date the “Registration Form” is submitted to and received by the officer of the College who executed this Agreement, pending verification of information and approval by the Finance Department of the College.
- 4.3 Where a student receives a refund of any part of the tuition fees for whatever reason, subsequent to the Commission being paid to the Agent, the Commission shall be adjusted on a pro rata basis and the Agent shall forthwith refund the applicable portion of the Commission to the College. The College also reserves the right to withhold future commissions as a set off against commissions no

longer due to the Agent on account of refund given to a student. The College maintains sole discretion to determine whether a student receives a refund and has no obligation to consult with the Agent in the course of making that decision.

- 4.4 Both the College and the Agent accept equal responsibility to collect unpaid tuition from students, from whom a commission is due under this section, including cheques and transfers from students that does the College's financial institution, not honor. It is the Agent's duty to satisfy the Agent and the College that new students have the financial means to pay their tuition at the time of initial enrollment. Both the College and Agent agree to work together to resolve all student payment issues and take all reasonable steps to collect and enforce the College's right to collect the commission. The Agent agrees that commission is not payable on unpaid tuition regardless of the status of the student.

## **5. TERMINATION AND NON-COMPETITION**

- 5.1 This Agreement may be terminated by either party giving to the other party 30 days' written notice of his intention to so terminate.
- 5.2 The Agent covenants and agrees with the College that he will not, without the College's written consent, direct or attempt to divert any student or potential student away from the school or to any competitor by direct or indirect inducement or otherwise.
- 5.3 The Agent agrees that College student lists, tuition and other agreements between College and the students, lead data provided by the College to the Agent, pricing lists, marketing materials, teaching materials, and any other printed or electronic materials provided by the College to the Agent are the property of the College, and on termination of this contract for any reason, the Agent agrees to immediately return to the College or destroy all such material, at the discretion of the College, and may make no use whatsoever of these materials directly or indirectly for the Agent's personal use or for the benefit of any other company or business offering similar services as the Agency.
- 5.4 The Agent agrees that for 1 year following termination of this contract for any reason, the Agent is prohibited from entering into any employment or service contract with any company, person, or business ("Successor Contract") in the Province of British Columbia which offers educational services in the languages of Farsi or French except with the express written permission of the College. Such permission will not be reasonably withheld, and will be granted if the College deems, in its sole discretion that the subject matter of the Successor Contract does not directly compete with the College and cannot reasonably exploit the Agent's specific knowledge any of the information and materials described in section 5.4. The Agent agrees that all these materials which are not normally shared with prospective students are otherwise proprietary and confidential and shall at no time be shared with any competitors of the College.
- 5.5 The Agent acknowledges that breach of 5.3 or 5.4 could cause irreparable harm to the College and that the College has a right to seek injunction against the Agent in a court of competent jurisdiction for the return or destruction of materials in s. 5.4 or prohibiting the Agent from fulfilling a Successor Contract under s. 5.5
- 5.6 Termination without notice may be given by the College at any time prior to the probation period of 90 days following the entry of this contract, or for any cause regularly identified by courts of British Columbia within the context of employment law, including acts of dishonesty, sharing of information described under 5.4 with any person not authorized under this contract to see such information, or failing to meet performance objectives after receipt of due warning by the College.



## **6. RENEWAL**

6.1. On the expiry of this contract, the College and Agent agree that a new contract may be entered into, or the parties may continue under the terms of this Agreement on a month-to-month basis, terminable at anytime under s. 5.1. Intention to continue as a month-to-month contract may be communicated as offer and acceptance by telephone, email, or any notice provisions contained in this contract.

6.2 All rights and remedies continue to apply to a month-to-month agreement under s. 6.1 as if the parties are within the term of this agreement, including section 4 and 5 in their entirety.

## **7. RELEASE AND INDEMNITY**

7.1 The Agent hereby releases the College from all claims in relation to his actions as agent for the College and hereby agrees to indemnify and hold harmless the College from and against any and all liabilities, claims, damages, losses, costs, expenses, injuries, obligations, causes of action, suits, claims or judgements whatsoever arising in connection with his actions as agent or this Agreement.

7.2 In the event the Agent is required to indemnify the College as a result of any matter arising out of this Agreement, the Agent agrees to allow the College to deduct such amounts from any monies which the College may owe to the Agent, including any portion of any Commissions which are or may become due to the Agent.

## **7. ASSIGNMENT**

7.1 The Agent may not assign any part of this Agreement without the College's written consent, which consent may be arbitrarily withheld. The College may charge a reasonable fee in connection with evaluation and considering the Agent's request under this paragraph.

7.2 The College may at any time assign all or part of this Agreement.

## **8. NOTICES**

8.1 Any notice required to be given under this Agreement shall be in writing and shall be delivered, or faxed to the party concerned at the following addresses:

To the College: **DEA CANADIAN COLLEGE**  
**# 160-700 Marine Drive, North Vancouver, BC, V7M 1H3**

To the Agent: **SIA Immigration Solutions Inc. at 8318 120ST 304 3<sup>RD</sup> Floor.**



## **9. GENERAL**

### **9.1 Interpretation**

- a) The division of this Agreement into sections, and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement.
- (b) All references to the singular shall be construed to include the plural and vice versa. All references to the masculine shall be construed to include the feminine, neuter, or body corporate, where necessary.
- (c) If any provision in this Agreement is determined to be invalid or unenforceable in whole or in part, it shall be severable from the Agreement and the remaining part of the provision, and all other provisions shall continue in full force and effect.
- (d) The preamble recitals are incorporated into and form a part of this Agreement.

9.2 Further Assurances. The parties shall execute such further and other documents and do such further and other things as may be necessary to carry out and give full effect to the intent of this Agreement.

9.3 Entire Agreement. This Agreement constitutes the entire Agreement between the parties, there are no representations or warranties, express or implied, statutory or otherwise, and no agreements collateral hereto other than as expressly set forth or referred to herein.

9.4 Successors and Assigns. This Agreement shall ensure to the benefit of and be binding upon the parties and their respective successors and assigns.

9.5 Time of the Essence. Time shall be of the essence of this Agreement.

9.6 Disputes. The parties agree to resolve any disputes under this Agreement through the application of the *Private Career Training Institutions Agency (PTIB)* regulations of the *Private Training Act SBC 2015 c. 5*. In the event there is no dispute mechanism available within those provisions due to the nature of the dispute, either party is at liberty to exercise its rights to a court of competent jurisdiction within British Columbia.

9.7 Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of British Columbia.

9.8 Capacity and Solicitor's Advice. Each party acknowledges that it has full legal power and authority to enter into and perform its obligations under this Agreement. Each party further acknowledges that it has entered and executed this Agreement voluntarily after receiving the advice of independent solicitors.

9.9 Fax Counterpart. This Agreement may be executed in counterparts, including signed faxed copies, each of which so signed counterpart shall be deemed to be an original and such counterparts together shall constitute one and the same instrument.



**IN WITNESS WHEREOF** the parties hereunto set their respective hands and seals as of the day and year first above written

SIGNED, SEALED AND DELIVERED BY THE COLLEGE IN THE PRESENCE OF

Name Yalda Ahmadvand

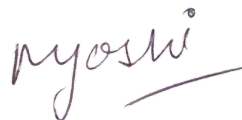
Address #160-700 Marine Drive, North Vancouver  
BC, V7M 1H3.

Occupation Director

  
**DEA CANADIAN COLLEGE**  
by its authorized signatory

SIGNED, SEALED AND DELIVERED BY THE AGENT IN THE PRESENCE OF

Name: **SIA Immigration Solutions Inc.**



By its authorized signatory

Address: **8318 120ST 304 3<sup>RD</sup> Floor.**

Occupation: CEO