



# FOCUS COLLEGE

## AGENT AGREEMENT

Between

**Focus College Ltd.  
(FC)**

and

**Sia Immigration Solutions Inc.  
(Agent)**

WHEREAS **FC** is a designated post-secondary private career college in the province of British Columbia, Canada.

AND WHEREAS **Agent** is in the business of recruiting students for enrolment into post-secondary institutions.

AND WHEREAS **FC** would like to utilize the recruiting services provided by **Agent**.

NOW THEREFORE in consideration of the mutual covenants herein contained and other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the Parties hereby agree as follows:

## CONSIDERATION

Subject to the terms and conditions of this Agreement, **Agent** agrees to provide **FC** with Student Recruitment Services in exchange for the applicable fees and commissions as set form in the attached Schedule A (the “Fee Schedule”) and any supplemental Fee Schedules as mutually agreed by the Parties in writing from time to time (collectively, the “Fees”).

## OBLIGATIONS

**FC** and **Agent** hereby agree to the following:

- **Agent** will introduce and recruit students to **FC** for its programs.
- To abide by all local and international laws and regulations applicable to post-secondary educational institutions.
- Not to recruit students for any illegal purposes.
- It is the responsibility of **the Agent** to check and verify the authenticity of original transcripts, certificates and other relevant documentation of students before forwarding them to **FC**.
- **Agent** is to review and be familiar with the Focus Enrolment Application. See Schedule C.
- Upon signing this agreement, **Agent** is accepting the responsibility of submitting the tuition fee and application fee payments to **FC** for their students and all students through their subagents.
- **Agent** will provide a copy of the approved visa to **FC** within 72 hours of receipt of such.
- In the case of student visa refusal, **the Agent** will provide the refusal copy to **FC** within **72** hours of receipt. **FC** will refund the student’s tuition fee paid to **FC** within 30 days of receiving the visa refusal letter and completed FC refund form from **Agent**.
- **Agent** is not authorized to issue any letters on behalf of **FC**
- It is the responsibility of **Agent** to advertise FC’s programs to their target audiences. **FC** will support **the Agent** by providing digital marketing material and participating in the seminars arranged by **the Agent** whenever possible.
- It is expressly stated and understood that **the Agent** is acting in its sole role as a recruiter and is entirely an independent contractor. At no time will **the Agent** represent itself as an employee of **FC**.
- **Agent** shall not engage in any fraudulent or unlawful activity or act beyond the terms of this agreement. Failure to comply can lead to immediate termination.
- The agent confirms that the agent or any of its associates will not solicit any of Focus College’s students to go to another institution. If the agent or its associates are found to be involved in any such kind of activity, FC is authorized to take legal action against the agent as well as recover its losses from the agent.
- The Agent shall maintain full transparency with prospective and enrolled students by providing a written contract outlining the terms of the relationship between the Agent and the student. This contract must include details of the services to be provided, associated fees (if any), refund policies, and any other obligations of the Agent. The contract shall be written in clear, understandable language and signed by both the Agent and the student. A copy of the signed contract must be retained by the Agent and made available to the College upon request.
- The Agent further agrees to ensure that all information provided to students is accurate, up-to-date, and in compliance with the College’s policies, and to notify students of any changes promptly and in writing.

## NON-EXCLUSIVITY

This Agreement forms a non-exclusive relationship between the Parties. Nothing in this Agreement limits **FC**’s ability to host, distribute or otherwise make available any courses or other content obtained from third parties.

## TERM AND TERMINATION

The term of this Agreement commences on the date this Agreement is signed by both the parties. The Initial One Year

Term shall be reviewed on an annual basis and renewed for successive one (1) year terms (each a “Renewal Term”) at the discretion of FC. Any termination or expiration of this Agreement shall be without prejudice to any other rights or remedies a Party may be entitled to hereunder or at law and shall not affect any accrued rights or liabilities of either Party nor the coming into or continuance in force of any provision hereof which is expressly or by implication intended to come into or continue in force on or after such termination or expiration. Upon termination or expiration of this Agreement for whatever reason, **Agent** will immediately deliver up any materials and any confidential and proprietary information which it has no contractual right to retain. In addition to the above:

- (a) **FC** may terminate this Agreement if the **Agent** breaches any of its representations or warranties, or any other material obligation under this Agreement, and fails to remedy such breach within five (5) days of receipt of notice from **FC**.
- (b) **FC** may terminate this Agreement immediately upon written notice if **Agent** makes an assignment for the benefit of its creditors or becomes bankrupt, or makes an application for relief under the provisions of any statute now or hereafter in force concerning bankrupt or insolvent debtors, or if a receiving order or receivership order is made against Agent, or any action whatsoever, legislative or otherwise be taken to effect Agent’s winding up, dissolution, suspension of operations or liquidation;
- (c) **FC** or **Agent** may terminate this agreement without cause by providing 90 days’ notice in writing.
- (d) Without limiting any other remedies available under this Agreement, at law or in equity, in the event of the termination of this Agreement for any reason:
  - (i) All unpaid amounts due in respect of the terminated services up to and including the effective date of termination shall, at **FC**’s option, become immediately due and payable; and
  - (ii) Any termination will be without prejudice to the accrued rights and liabilities of either party arising prior to the termination of this Agreement. The termination will not affect the coming into force or the continuation in force of any term which is expressly or by implication intended to come into or continue in force after any termination.

## SUB-CONTRACTING

**Agent** can appoint its sub-agents to refer students to **FC**, however **Agent** will be solely responsible to **FC** for all the actions of its sub-agents. If **FC** finds that any sub-agent has submitted fraudulent documents, the **Agent** will be held responsible and will be at risk of having their contract terminated. It will be **the Agent’s** responsibility to make sure the payments of all fees to **FC** are paid on time.

## CONFIDENTIALITY

**FC** and **Agent** hereby agree to the following:

- (a) *Parties’ Obligations.* Each of the Parties agrees to maintain in confidence any non-public information of the other Party, whether written or otherwise, disclosed by the other Party in the course of performance of this Agreement (“Confidential Information”). The Parties hereby agree that Confidential Information includes the terms and conditions of this Agreement, and any discussions related thereto. The receiving Party shall not disclose, use, transmit, inform or make available to any entity, person or body any of the Confidential Information, except as a necessary part of performing its obligations hereunder, and shall take all such actions as are reasonably necessary and appropriate to preserve and protect the Confidential Information and the Parties’ respective rights therein, at all times exercising at least a reasonable level of care. Each Party agrees to restrict access to the Confidential Information of the other Party to those employees or agents who require access in order to perform hereunder, and, except as otherwise provided, neither Party shall make Confidential Information available to any other person or entity without the prior written consent of the other

Party.

(b) *Exclusions.* Confidential Information shall not include any information that is:

- (i) already known to the receiving Party at the time of the disclosure.
- (ii) publicly known at the time of the disclosure or becomes publicly known through no wrongful act or failure of the receiving Party.
- (iii) subsequently disclosed to the receiving Party on a non- confidential basis by a third party not having a confidential relationship with the other Party hereto that rightfully acquired such information.
- (iv) communicated to a third party by the receiving Party with the express written consent of the other Party hereto; or
- (v) legally compelled to be disclosed pursuant to a subpoena, summons, order or other judicial or governmental process, provided the receiving Party provides prompt notice of any such subpoena, order, or the like to the other party so that such Party will have the opportunity to obtain a protective order or otherwise oppose the disclosure.

(c) *Destruction or Return of Confidential Information.* Upon expiration or termination of this Agreement for any reason, each Party shall promptly return to the other party, or destroy, as the Parties agree, all copies of the other Party's Confidential Information. All copies, notes or other derivative material relating to the Confidential Information shall be promptly retrieved or destroyed, as agreed, and no such material shall be retained or used by the receiving Party in any form or for any reason.

## INDEMNIFICATION

**FC** and **Agent** hereby agree to indemnify and hold harmless each other, their directors, officers, members, employees and agents from all losses insofar as such losses arise out of or are based on negligence or wrongful act or omission.

## COMMENCEMENT DATE

This agreement shall become effective on the date that **FC** ratifies the agreement.

## APPLICABLE LAW

This Agreement shall be governed by the laws of British Columbia, Canada.

By:

### FOCUS COLLEGE LTD.

105, 13655 104 Avenue, Surrey, BC, V3T 1W3, Canada

Phone: 250-861-5808, +1778-624-2010 Email: info@focuscollege.com

**NAME:**

**TITLE:**

**SIGNATURE:**

**DATE:**

By:

### Agent

Address: #301 246 2nd Avenue, Kamloops BC, Canada V2C 2C9

Phone: +1-604-786-1214

Email: accounting@siaimmigration.com

**NAME:** Manpreet Joshi

**TITLE:** Director

**SIGNATURE:**

*Manpreet Joshi*

**DATE:** 05-01-2025

## SCHEDULE A

### FINANCIAL ARRANGEMENTS & COMMISSION STRUCTURE

- **Agent** shall inform its referrals (students) and sub-agents about the following:
  - Application Fee is \$500 CAN, \$200 of which is payable (and non-refundable) with the Application Form. The remaining application fee will be collected with the tuition fee.
  - Any refunds owing will be calculated as per PTIB guidelines.
  - In case of visa refusal, all monies paid (less the \$200 Application Fee) will be returned to the student.
- **Student Acceptance Criteria**
  - Students must have secured a minimum of 60% marks in their grade 12 final exam.
  - Student must have a minimum of 6.0 band IELTS overall with nothing less than 5.5
  - FC will not accept any student with a gap of more than one year in their studies unless an acceptable reason is provided.
- Upon receipt of the Conditional Offer of Acceptance (COA) and Student Enrollment Contract, **Agent** will be responsible for submitting the signed student enrollment contract and paying the minimum 50% of the tuition fee on contract plus all other applicable fees.
  - Upon receipt of the signed student enrollment contract and minimum tuition payment along with all other applicable fees, **FC** will issue a Letter of Acceptance (LOA) to the student.
- Any outstanding monies are due immediately upon visa approval.
- **Agent must** provide an invoice to **FC** to claim their Commission.
- All payments are subject to administration charges which must be included with each payment. All administration charges are subject to change with 30 days written notice.
- **FC** will pay **Agent** a commission on the tuition fee of the first student contract only (maximum single contract length is 1 year) The commission percentages are structured as below. All bank charges incurred on the commission transfer will be deducted from the agent commission.
  - 20% Commission, if Agent sends us 1 to 10 students per intake
  - 25% Commission, if Agent sends us 11 to 25 students per intake
  - 30% Commission, if Agent sends us 26+ students per intake
- FC will offer the Agent **\$5000/Student** in commission for sending FC onshore students for FC's 1 year and longer programs, who do not require a PAL from FC.
- The administration fee for credit card payments is 4% and \$40.00 flat fee for all wire payments.
- Payment of all commissions due from tuition will be paid on an 'as-earned as received' basis which will follow the refund policy as stipulated by PTIB included in Schedule B.
- **FC** can revise this agreement at any time and will provide the **Agent** with 30 days' notice for any changes to this contract.
- **FC** shall not be responsible for any losses or debts incurred by **Agent** in relation to this agreement.

## SCHEDULE B

### **Tuition Refund Policy**

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Focus Colleges may not accept any tuition or related fees until it has provided a copy of the Focus College's Tuition Refund Policy to the student.

When a refund is due, Focus College must provide it to the student within 30 days of:

- Receiving a notice of withdrawal from a student
- Receiving a copy of refusal of a study permit
- Providing a student with a notice of dismissal
- Receiving an order from the registrar to issue a refund because a student was admitted in an approved program without meeting the admission requirements.
- The program end date included in the enrolment contract, if Focus College did not provide a work experience to a student within 30 days of the end date.
- The date on which the first 30% of the program would have been completed, if a student did not attend the first 30% of the program.

If a refund is due, the student record will include evidence that the refund was issued, either in the form of a cancelled cheque or copy of a wire transfer. The student records will also include a refund calculation.

Focus College will refund fees charged for textbooks or other course materials, including equipment and uniforms, if the student does not receive these course materials and any of the following apply:

- The student provides a notice of withdrawal to Focus College

Refunds apply to the amount of tuition paid or payable, as applicable, under a student enrolment contract. For example: Student A paid an institution the full \$12,500 owed under contract for a two-year program where the total tuition cost for the program was \$23,000. If the student were entitled to a refund of 50% of tuition paid or payable, the refund due to the student would be \$6,250.

Approved Programs – In-class, Combined Delivery, or Synchronous Distance Delivery	Refund Due
Before program start date, Focus College receives a notice of withdrawal:	
<ul style="list-style-type: none"> <li>No later than seven days after student signed the enrolment contract, and</li> <li>Before the program start date.</li> </ul>	100% of tuition and all related fees, other than application fee. Related fees include: administrative fees, application fees, assessment fees, and fees charged for textbooks or other course materials.
<ul style="list-style-type: none"> <li>No later than seven days after the program start date, the Focus College provides a notice of dismissal or receives a notice of withdrawal</li> </ul>	Focus College may retain up to 10% of tuition, to a maximum of \$1,000 paid or payable under a contract.

After program start date, Focus College provides a notice of dismissal or receives a notice of withdrawal (applies to all approved programs, other than solely asynchronous distance-education- only programs):	
<ul style="list-style-type: none"> <li>After the program start date, and up to and including 10% of instruction hours have been provided.</li> </ul>	Focus College may retain up to 10%-of tuition paid or payable under a contract.
<ul style="list-style-type: none"> <li>After the program start date, and after more than 10% but before 30% of instruction hours have been provided.</li> </ul>	Focus College may retain up to 30% of tuition paid or payable under a contract.
<ul style="list-style-type: none"> <li>After the program start date, and after more than 30% but before 50% of instruction hours have been provided.</li> </ul>	Focus College may retain up to 50% of tuition paid or payable under a contract.
<ul style="list-style-type: none"> <li>After the program start date, and after more than 50% of instruction hours have been provided.</li> </ul>	No refund due

Student does not attend – “no-show” (applies to all students except those enrolled in a program delivered solely by asynchronous distance education):	
<ul style="list-style-type: none"> <li>A student does not attend the first 30% of the program.</li> </ul>	Focus College may retain up to 50% of the tuition paid under a contract.

Approved Programs – In-class, Combined Delivery, or Synchronous Distance Delivery	Refund Due
Focus College receives a refusal of study permit (applies to international students requiring a study permit):	
<ul style="list-style-type: none"> <li>Before 30% of instruction hours would have been provided, had the student started the program on the later of the following:               <ol style="list-style-type: none"> <li>The program start date in the most recent Letter of Acceptance</li> <li>The program start date in the enrolment contract</li> </ol> </li> <li>Student has not requested additional Letter(s) of Acceptance.</li> </ul>	100% tuition and all related fees, other than application fee.

Approved Programs – Solely Asynchronous Distance Delivery	Refund Due
Before the program start date, Focus College receives a notice of withdrawal:	
<ul style="list-style-type: none"> <li>No later than seven days after student signed the enrolment contract, and</li> <li>Before the program start date.</li> </ul>	100% of tuition and all related fees, other than application fee. Related fees include: administrative fees, application fees, assessment fees, and fees charged for textbooks or other course materials.
<b>After program start date, Focus College provides a notice of dismissal or receives a notice of withdrawal (applies to only approved solely-asynchronous distance-education-only programs):</b>	
<ul style="list-style-type: none"> <li>No later than seven days after the program start date</li> </ul>	Focus College may retain up to 10% of tuition, to a maximum of \$1,000 paid or payable under a contract.
<ul style="list-style-type: none"> <li>Student has <b>completed</b> no more than 10% of the program</li> </ul>	Focus College may retain up to 10% of tuition paid or payable under a contract.
<ul style="list-style-type: none"> <li>Student has <b>completed</b> no more than 10% but less than 30% of the program</li> </ul>	Focus College may retain up to 30% of the tuition paid or payable under a contract.

Approved Programs – Solely Asynchronous Distance Delivery	Refund Due
<ul style="list-style-type: none"> <li>Student has <b>completed</b> more than 30% but less than 50% of the program</li> </ul>	Focus College may retain up to 50% of tuition paid or payable under a contract.
<ul style="list-style-type: none"> <li>Student has <b>completed</b> 50% or more of the program</li> </ul>	No refund due

**Completed** means the student has received an evaluation of their performance for the specified percentage of hours of instruction. If a student completed a portion of a program for which they did not receive an evaluation, that portion should not be included in the calculation of the percentage of the program completed.

Approved Programs – All Delivery Methods	Refund Due
Student enrolled in a program without having met the admission requirements for the program	
<ul style="list-style-type: none"> <li>If the student did not misrepresent the student's knowledge or skills when applying for admission and the registrar orders the Focus College to refund tuition and fees.</li> </ul>	100% tuition and all related fees, including application fees
Focus College does not provide a work experience	
<ul style="list-style-type: none"> <li>Focus College fails to provide the work experience within 30 days of the contract end date, unless the registrar determines that Focus College was prevented from doing so by circumstances beyond its control.</li> </ul>	100% tuition and all related fees, other than application fees

### Fees and tuition refund for programs that do not require approval

Programs that do not require approval – programs that have tuition of \$4,000 or more <u>and</u> that are not solely provided through distance education:	Refund Due
<ul style="list-style-type: none"> <li>The student does not attend the program, and</li> <li>The Focus College receives from the student a notice of withdrawal or a copy of refusal of a study permit no later than 30 days after the later of:               <ol style="list-style-type: none"> <li>the start date of the program in the most recent Letter of Acceptance</li> <li>the start date of the program in the enrolment contract.</li> </ol> </li> </ul>	100% tuition and all related fees, other than application fee

Focus College must pay the student within 30 days of receiving a notice of withdrawal or a copy of refusal of a study permit, as applicable.

## SCHEDULE C

### APPLICATION PROCESS FOR INTERNATIONAL STUDENTS

Canadian Immigration suggests starting the application process **at least six months** before arrival in Canada. Visa approvals can take up to eight weeks. For more information see the [CIC website](#).

Semester start dates are normally the first Monday of January, April, July and the 3rd Monday in September.

- The Confirmation of Acceptance letter will show the exact start date.
- Students should plan to arrive in Canada at least 1 week prior to program start date.

#### 1. Complete the Student Application and ensure to include the following:

- A completed Focus College Application form with 1<sup>st</sup> and 2<sup>nd</sup> different programs of choice
  - Attach all educational documents (report cards, certificates, diplomas, etc.) and experience letters (if needed).
- A copy of student's valid passport photo page with all identifying information
- A copy of IELTS certificate (if required for program of study)
- Payment options:
  - Credit card details on application
  - A copy of the direct bank transfer receipt
- Email the application form (PDF format only) with the following information in the Subject Line:
  - Student Full Name with date of birth mmddyyyy (ie: Andrew Smith 02141994)

***Applicable processing fees must be included in all credit card and wire payments.***

#### 2. Acceptance (or refusal) of application

If we cannot accept your application, you will be informed by email within 5 business days

**A Conditional Offer of Acceptance (COA) and Student Enrolment Contract** will be sent by email within 5 business days for all approved applications

- The Conditional Offer of Acceptance (COA) is not valid for Visa application purposes. It is to let the student know they have been offered a place in the program.

#### 3. Fees and Signed Contract

**Agent** or student must return the signed contract with 50% of the tuition fee on contract plus all other applicable fees. When **FC** receives the signed contract and payment, the student has been officially accepted to Focus College.

#### 4. Letter of Acceptance (LOA)

Once Focus College receives the signed contract and initial payment, a **Letter of Acceptance (LOA)** will be issued and emailed within 5 business days.

- The **Letter of Acceptance (LOA)** is valid for Visa purposes.

- Students should apply to the Canadian Embassy or Immigration Refugees and Citizenship Canada (IRCC) for their visa **as soon as** they receive their **Letter of Acceptance (LOA)**.
- **Letter of Acceptance (LOA)** is only valid for the term it is issued for.

## 5. Visa Approval or Refusal

All visa approvals and refusals must be emailed to Focus College within **72 hours of receipt**.

- **Visa approval:** Any outstanding monies must be paid immediately upon receipt of visa approval. Failure to pay may result in Agent suspension and/or denial of student entry to Canada by Immigration Canada.
- **Visa refusal:** the refusal letter must be emailed to Focus College.

## 6. Accommodation

If a student requires Focus College to arrange accommodation, the following should be provided to Focus College.

- The accommodation request form must be submitted **AT LEAST 60 days** before arrival.
- Submission of the \$500 accommodation finder's fee along with the first 3 months' rent.

## 7. College Check in

Students must report to Focus College **within 2 business days of arriving in CANADA**. Immigration Canada will be contacted, and the student will be reported, if the student fails to report to the College.

## 8. Orientation Week

Focus College will schedule an appointment for each student during Orientation Week (the week before program start date). At their orientation, students will receive the following information:

- A copy of the signed Student Enrolment Contract
- Program schedule
- Focus College Student Handbook
- Focus College International Student Guide
  - Social insurance
  - MSP - Health insurance
  - Bus / Transit schedule
  - The cost of living
  - Part time employment opportunities
  - Important bus routes, landmarks, additional student campus and community tour
  - Culture Shock and life in Canada