

Agreement between**Alexander College**

Vancouver Campus
#100-570 Dunsmuir
Vancouver, B.C. Canada V6B 1Y1
Tel: (604) 681-5815. Fax: (604) 681-5819

Burnaby Campus
4805 Kingsway
Burnaby, B.C. Canada V5H 4T6
Tel: (604) 435-5815. Fax: (604) 435-5895

(“Alexander College”)

And

Company Name: Sia Immigration Solutions Inc.
Address: 3152 Mara Road, Kamloops, BC, Canada, V2B 7B2
Tel: 778-257-5709
Fax:
Email: kr@siaimmigration.com/ns@siaimmigration.com

(the “Education Agent”)

BACKGROUND:

- A. Alexander College operates a post-secondary education institution which has received the Education Quality Assurance (“EQA”) designation by the province of British Columbia.
- B. The Education Agent has the capability and network to recruit international students for Alexander College's programs and to conduct such recruitment activities in compliance with the applicable EQA Standards (as defined below);
- C. Alexander College agrees to receive student referrals from the Education Agent and the Education Agent agrees to provide referral services to Alexander College under the terms and conditions set forth below;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and obligations contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Certain Defined Terms

- (a) **“Eligible Programs”** means the academic courses required for the student to complete the following programs offered by Alexander College: University Transfer, Associate Degrees, and English as an Additional Language (EAL).
- (b) **“EQA Standards”** means the institutional quality assurance standards set by the province of British Columbia by which an institution may receive the Education Quality Assurance designation, including those standards published by the Ministry of Post-Secondary Education and Future Skills of the Province of British Columbia, or its successors.
- (c) **“Tuition”** refers to the portion of tuition associated with the Eligible Programs (not including any other fees or applicable taxes).

2. Relationship Between the Parties.

- (a) This Agreement does not grant or imply any exclusive arrangements between Alexander College and the Education Agent.
- (b) The Education Agent’s relationship with Alexander College will be that of an independent contractor, and nothing in this Agreement should be construed to create an employer-employee relationship. The Education Agent is not an employee or agent of Alexander College and is not authorized to make any representation, warranty, contract, or commitment on behalf of Alexander College unless expressly stated otherwise in this Agreement.
- (c) The Education Agent will be solely responsible for all tax returns and payments required to be filed with or made to any federal, provincial or local tax authority with respect to the Education Agent’s performance of the Services and receipt of compensation under this Agreement.
- (d) Because the Education Agent is an independent contractor, Alexander College will not withhold, remit or make payments for social security, unemployment insurance or disability insurance or obtain worker’s compensation insurance on the Education Agent’s behalf.
- (e) The Education Agent agrees to accept exclusive liability for complying with all applicable provincial and federal laws, including obligations such as payment of taxes, social security, disability and other contributions based on the compensation provided to the Education Agent under this Agreement

3. Confidentiality Obligations

- (a) Both Parties acknowledge that, in the course of carrying out their respective obligations under this Agreement, each of them will communicate and collaborate concerning their

respective business operations and future business opportunities (the “**Authorized Purpose**”) to the other and such discussions will require the disclosure of information that the Parties deem proprietary and confidential.

- (b) As used throughout this Agreement, the term “Confidential Information” means information not generally known to third parties and which is proprietary to the Party disclosing such information (the “Disclosing Party”) including information relating to individuals, business systems and strategies, technology, finances, operational methods, data and technical specifications, and other business affairs of the Disclosing Party. All information of the Disclosing Party that is disclosed to the other Party (the “Receiving Party”) or to which the other Party obtains access, whether originated by the Receiving Party or by the Disclosing Party or others, will be presumed to be Confidential Information.
- (c) It is understood that unauthorized disclosure or use, whether intentional or unintentional, of any of the Confidential Information would be detrimental to the Disclosing Party. Accordingly, each Party agrees:
 - (i) not to disclose to any third party the object and scope of the discussions between the Parties, except as required by law or as may be necessary to enforce the terms hereof;
 - (ii) not to use any of the Confidential Information for any purpose other than for or in connection with the Authorized Purpose; and
 - (iii) to maintain all of the Confidential Information in confidence and not to disclose any portion of the Confidential Information to any person or entity not authorized hereunder without the prior written consent of the Disclosing Party.
- (d) Both the Education Agent and Alexander College agree to keep the details of this Agreement confidential, and that the content of this Agreement will be treated as Confidential Information.

4. Responsibilities of the Education Agent

- (a) The Education Agent represents and warrants that it is duly qualified, and has the requisite licenses, permits, approvals, and authorizations required, to perform its obligations and to provide the services under this Agreement.
- (b) In providing the referral services set out herein, the Education Agent will: (i) act honestly and in good faith; (ii) exercise the degree of care, diligence and skill that a reasonably prudent person would exercise in comparable circumstances; (iii) devote sufficient time, attention and ability in order to perform the services; (iv) observe and comply with all applicable laws, ordinances, codes and regulations of government agencies, including

federal, provincial, state, municipal, and local governing bodies of any country having jurisdiction over the Education Agent or any part of the services being provided; and (v) observe and comply with any policies and rules set by Alexander College from time to time.

(c) Without limiting the generality of the forgoing, the Education Agent agrees to represent Alexander College accurately and in an ethical manner to prospective and currently enrolled students. The Education Agent will comply with all applicable laws of the jurisdiction in which the Education Agent operates and agrees to comply with the EQA Standards and all guidelines and codes of practice as set forth by the Province of British Columbia. This includes ensuring that all information provided to students is accurate, complete, and not misleading.

(d) The Education Agent will provide the following services:

(i) refer **and assist** individual students who are qualified for the Eligible Program(s) **and to apply for admission to such Eligible Programs;**

(ii) provide prospective **and currently enrolled students** with current, accurate, and transparent information about Alexander College including: details on quality assurance requirements, admission policies, language proficiency standards, credential assessments, programs, courses, services, supports, tuition, refund policies, terms, grading and academic standing policies, operating procedures, policies that impact students.

(iii) provide information to prospective and currently enrolled students on supports for health and safety services, education assistance, learning support services and local community integration support services; and

(iv) inform students about housing and residence options, as well as costs and living conditions in British Columbia.

(e) The Education Agent must maintain transparent relationships with students through written contracts that govern the relationship between the student and the Education Agent.

(e) The Education Agent agrees to respect all existing deadlines and administrative procedures on the understanding that suggestions for improvement will be given due consideration.

(f) The Education Agent will not publicly advertise or display any information concerning Alexander College's name, logo, or other promotional materials without prior written consent from Alexander College. Any materials created by the Education Agent pursuant to this Agreement must be reviewed and approved by Alexander College to ensure

compliance with the EQA Standards. The Education Agent further acknowledges that all logos, trademarks, images, and videos provided by Alexander College remain the sole property of Alexander College.

- (g) The Education Agent will update their website to include information about Alexander College and provide a link to help students visit the Alexander College homepage. The Education Agent's website should include links to Alexander College's website page(s) that sets out information on Alexander College's operations (including class schedules, term/program start dates, scheduled breaks, etc.), and information and eligibility requirements for financial assistance, scholarships, bursaries and awards.
- (h) The Education Agent will assist students with the application for admission, including collecting the required documents, and submitting the required documents to Alexander College. The Education Agent must ensure that students understand all the terms and conditions of their enrollment, including any enrollment deadlines and refund policy established by Alexander College from time to time (including those published on its website).
- (i) Other than the Application for Admission fee specified by Alexander College, the Education Agent is not authorized to collect any fund on behalf of Alexander College and will not represent to any prospective students that it is authorized to do so. The Education Agent will promptly remit any application fee collected from prospective students to Alexander College.

5. Responsibilities of Alexander College

- (a) Alexander College agrees to provide the Education Agent with ongoing support, including additional information, **targeted training on expectations**, and regular updates on programs and admission policies. Training will also be provided upon request. All new education counselors working for the Education Agent must undergo training at least once before promoting Alexander College.
- (b) Provided that the Education Agent has referred at least one student who has registered, enrolled, and paid Tuition in an Eligible Program, Alexander College will issue, at the written request of the Education Agent, such certificate or authorizing confirming the validity of the Education Agent's appointment by Alexander College under this Agreement and to provide services to prospective students as set out in this Agreement. Such certificate should not be used for any other purposes other than to confirm the Education Agent's authorization to provide the referral services for Alexander College as set out herein.

- (c) Alexander College will respond to all Education Agent inquiries in a reasonably timely manner and will evaluate all applications for admission within a reasonable time frame and consistent with its admission policies.

6. Calculation and Payment of Commission

Provided that the Education Agent is in compliance with the terms and conditions set out herein, Alexander College shall pay the applicable commissions for each student referred to Alexander College as specifically set out in **Schedule A** attached to this Agreement.

7. Terms

This Agreement will be in effect from [MM DD, YYYY] 03/20/2025 to [MM DD, YYYY] 03/19/2028, subject to Section 8 of this Agreement. If this Agreement remains in effect as of [MM DD, YYYY] 03/19/2028, this Agreement may, upon written request by the Education Agent, be renewed for another three-year period.

8. Termination

- (a) This Agreement may be terminated by Alexander College **without cause** at any time if the Education Agent does not submit any new, completed application for admission within any one-year period.
- (b) Either party has the right to terminate this Agreement **without cause**, by providing notice in writing, a minimum of thirty (30) days in advance. If the Agreement is terminated without cause by Alexander College pursuant to this section, the Education Agent will be eligible to receive any commission earned for any student referred by the Education Agent under this Agreement and submitted by the Education Agent through the myAC Agency Portal on or before the termination of this Agreement.
- (c) Without limiting any of its other rights and remedy hereunder, Alexander College will not accept students from the Education Agent and may terminate this Agreement immediately **for cause** if:
- (i) the Education Agent fails to comply with the EQA Standards; or
 - (ii) the Education Agent breaches any terms of this Agreement.
 - (iii) if Alexander College becomes aware or has reasonable ground to believe that the Education Agent is:
 - A. providing immigration advice, unless the Education Agent is authorized to do so as a licensee in good standing with the College of Immigration and

Citizenship Education Agents, or a member of a law society of a province or territory of Canada;

B. engaging in, or has previously engaged in, dishonest recruitment practices such as falsifying study permit documents for applicants or students or facilitating the enrollment of international students while knowing that the international student does not intend to comply with the conditions of their study permit; or

C. otherwise in breach of applicable laws and regulations.

(d) Upon termination, the Education Agent will immediately cease all recruitment activities on behalf of the Alexander College and return (or, if instructed by Alexander College, destroy) all materials provided by Alexander College. The Education Agent will immediately discontinue the use of any materials or information provided by Alexander College.

(e) The Education Agent agrees to indemnify and hold harmless Alexander College from any claims, damages, liabilities, and expenses arising out of or related to the Education Agent's breach of this Agreement, for any violation of EQA Standards, and for any conducts and violations set out in Section 7(c).

9. Governing Law; Dispute Resolution

This entire Agreement is governed by and construed in accordance with the laws of the Province of British Columbia, Canada. In the event of a dispute between the parties, both parties agree to resolve the matter through Vancouver International Arbitration Centre under its **Domestic Commercial Arbitration Rules of Procedure or International Commercial Arbitration Rules of Procedure**.

(a) Time is of the essence in this Agreement.

(b) No amendment to or modification, rescission, termination or discharge of this Agreement is effective unless it is in writing, identified as an amendment to or modification, rescission, termination or discharge of this Agreement and signed by each party.

(c) Neither the failure of any Party to require the performance of any term of this Agreement, nor the waiver by any Party of any breach under this Agreement, will prevent a subsequent enforcement of any such term or be deemed a waiver of any subsequent breach of this Agreement.

(d) The Education Agent may not assign (including for greater certainty by way of subcontracting) any of its rights, interests, benefits, remedies and obligations under this



Agreement without the prior written consent of Alexnader College (which may be withheld at its sole and absolute discretion).

- (e) This Agreement is binding on and enures to the benefit of the Parties and their respective successors and permitted assigns.
- (f) This Agreement benefits solely the Parties and their respective successors and assigns and nothing in this Agreement, express or implied, confers on any other Person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.
- (g) This Agreement, including and together with any related exhibits, schedules, attachments and appendices, together with any documents contemplated by this Agreement to be provided concurrently with or in connection with this Agreement, constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein and therein, and supersedes all prior and contemporaneous understandings or agreements regarding such subject matter.

10. Signatures and Counterparts

This Agreement may be signed manually or electronically in one or more counterparts, each of which will be deemed to be an original copy and all of which, when taken together, will be deemed to constitute one and the same agreement or document.

[signature page follows]



IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the dates set forth below.

ALEXANDER COLLEGE, by its authorized signatory

Shaun Dhillon

Name: Shaun Dhillon

Title: Marketing Manager

Date: March 25th, 2025

[Education Agent], by its authorized signatory

Manpreet Joshi

Name: Manpreet Joshi

Title: Managing Director

Date: 03/21/2025

Schedule A – Commission and Referral Policy

(1) Eligibility for Receiving Commission

- (a) The Education Agent is not eligible to receive any commission until **student** has successfully registered and paid the applicable Tuition for an Eligible Program.
- (b) The Commission is not payable with respect to any student:
 - (i) who has previously enrolled at Alexander College (whether such student enrolled in an Eligible Program or any other program offered by Alexander College);
 - (ii) who enrolls in programs other than Eligible Programs; or

(2) Calculation of Commissions

- (a) Commission payable to the Education Agent is calculated as follows:
 - (i) with respect to any international student, **20%** of the Tuition fees for Eligible Programs paid by such student for their first three terms at Alexander College; and
 - (ii) with respect to any student who is a Canadian citizen or a Canadian permanent resident, **15%** of the Tuition fees for Eligible Programs paid by such student for their first three terms.
- (b) For the purposes of clarification, the commission amount calculated above is inclusive of all applicable taxes including GST, HST, or any other valued added or excise taxes. It is the Education Agent's responsibility to report and remit any applicable taxes to the relevant governmental tax authorities. Alexander College will have no responsibility or be held liable for any taxes the Education Agent may be levied by the relevant governmental tax authorities.

(3) Payment of Commission

- (a) The eligible commission amount is payable only when all the conditions bellow are met:
 - (i) the student has registered for the courses at Alexander College;
 - (ii) the classes have commenced, and the registration is closed at Alexander College;
 - (iii) the student has paid the Tuition fees in full; and
 - (iv) the Education Agent has submitted an accurate commission invoice.

- (b) Alexander College will pay the eligible commission amount to the Education Agent within four weeks from the date that the Education Agent submits the commission invoice through the myAC agency portal.
- (c) If a student fails to pay the Tuition or Tuition is refunded for any reason, the Commission is not payable to the Education Agent.

(4) Referral Policy and Procedures

- (a) A student will only be considered to be referred by the Education Agent if such student's application for admission is submitted by the Education Agent through the myAC Agency Portal.
- (b) The Education Agent is solely responsible to ensure that it has entered the specified information (including its business name and details) correctly on the applicable declaration form.
- (c) Any referral submitted by the Education Agent through the myAC Agency Portal will be valid for three terms after the student has been admitted; if the student does not register for courses in the Eligible Program within such period, the referral will no longer be valid and Alexander College will have no obligations to pay any commission with respect to such student.
- (d) Alexander College will only accept referrals that meets the criteria set out in this Agreement.