

## SERVICES AGREEMENT

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THIS SERVICES AGREEMENT (the “**Agreement**”) is made as of the 14 day of April, 2025,

BETWEEN:

*International Business University & 9<sup>th</sup> floor, 80 Bloor Street W, M5S 2V1 Toronto*

Attention: International Education  
Email: [international.agency@ibu.ca](mailto:international.agency@ibu.ca)

(hereinafter called the "IBU")

- and -

Name: Sia Immigration Solutions Inc.

Mailing Address: #301 246 2nd Avenue,  
Kamloops, BC, Canada - V2C2C9

Telephone: +1-778-257-5709

Email Address: [apps@siaimmigration.com](mailto:apps@siaimmigration.com)

*[The information provided above must match the information provided in the Purchase Requisition]*

(hereinafter called the "**Agent**")

WHEREAS the IBU, an IBU established pursuant to Ontario Regulation wishes to attract international applicants to apply to and enroll at the IBU;

AND WHEREAS the Agent has the experience, capacity and capability to recruit, promote and market the IBU to potential students in countries **excluding the following specified regions and countries: South Asia including India, Bangladesh, Nepal, Sri Lanka, Bhutan, Pakistan and all countries in Africa.** (“the **Territory**”);

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AND WHEREAS the IBU wishes to retain the services of the Agent on the terms and conditions set out herein and the Agent agrees to provide such services to the IBU.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

**1. Definitions.** For the purpose of this Agreement, the following terms shall have the respective meanings specified:

- (a) **"Academic Year"** means the one (1) year period of time from the month of September in a given year up to and including the month of August of the subsequent year, which period encompasses the Fall, Winter and Summer semesters.
- (b) **"Authority"** means any government authority, agency, body or department, whether federal, provincial or municipal, having or claiming jurisdiction over the Agreement; and **"Authorities"** means all such authorities, agencies, bodies and departments;
- (c) **"Business Day"** means any day other than a Saturday or Sunday or a public or bank holiday in the Province of Ontario;
- (d) **"Claims"** means all liability, claims, demands, losses, costs, damages (including, but only to the extent included in a third party claim, incidental indirect, consequential and special damages or any loss of use, revenue or profit, by any person, entity or organization), expenses (including legal, expert and consultant fees), actions, causes of action, suits, or other proceedings by whoever made, sustained, brought or prosecuted; including for breaches of confidentiality or privacy or for third party bodily injury (including death), personal injury, property damage or breach of Intellectual Property rights, whether related to the provision of the Deliverables or otherwise relating to the Agreement;
- (e) **"Confidential Information"** means all information in any form, whether written, electronic, or oral, owned, used or licensed by the IBU or its past, present, or future subsidiaries, parents, affiliates, licensors and associated or related entities, including without limitation, information about their respective businesses, business interests, assets, liabilities, software, scientific interests, Intellectual Property, donors, customers, employees, current or former students, student applicants, officers, web site users, suppliers, and the personally identifiable information of any donors, customers, employees, current or former students, officers, or web site users, and any other information that is not otherwise generally, lawfully available to third parties or is treated by the IBU or any of its past, present, or future subsidiaries, parents, affiliates, licensors and associated or related entities, as confidential information or a trade secret (whether or not identified as confidential). Confidential Information does not include information that is lawfully available to the public or the Agent other than through the Agent's breach of this Agreement

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or the breach by any other person of any confidentiality obligations owed to the IBU or any of its past, present, or future subsidiaries, parents, affiliates, licensors and associated or related entities;

- (f) **“Conflict of Interest”** includes, but is not limited to, any situation or circumstance where the Agent’s other commitments, relationships or financial interests (i) could or could be seen to exercise an improper influence over the objective, unbiased and impartial exercise of its independent judgment; or (ii) could or could be seen to compromise, impair or be incompatible with the effective performance of its contractual obligations;
- (g) **“Agent’s Intellectual Property”** means Intellectual Property owned by the Agent prior to its performance under the Agreement or created by the Agent during the Term of the Agreement independently of the performance of its obligations under this Agreement;
- (h) **“Deliverables”** means everything developed for or provided to the IBU in the course of providing the Services under the Agreement or agreed to be provided to the IBU under the Agreement by the Agent or its directors, officers, employees, agents, partners, affiliates, volunteers or subagents, any and all concepts, techniques, ideas, information, documentation and other materials, however recorded, developed or provided and which are set out in greater detail in Appendix A – Services;
- (i) **“Direct Damages”** means direct or general damages including:
  - (a) damages that are reasonably contemplated as being the probable consequences of breach of this Agreement, but exclude those damages that, in order to be reasonably contemplated, require knowledge of special circumstances, which are not known by both parties; and
  - (b) damages that are reasonably foreseeable as being the probable consequences of a tort that falls within the scope of this Agreement, subject to any express limitation or negation of the tort duty, or of the right to sue in tort, set out in this Agreement.
- (j) **“Indemnified Parties”** means the IBU, its directors, officers, employees, students, and volunteers;
- (k) **“Industry Standards”** include, but are not limited to (a) the provision of any and all labour, supplies, equipment and other goods or services that are necessary and can reasonably be understood or inferred to be included within the scope of this Agreement or customarily furnished by persons providing Deliverables of the type provided hereunder in similar situations in Ontario and; (b) adherence to commonly accepted norms of ethical business practices, which shall include the Agent establishing, and ensuring adherence to, precautions to prevent its employees or agents from providing or offering gifts or

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hospitality of greater than nominal value to any person acting on behalf of or employed by the IBU;

- (l) **"Intellectual Property Rights"** means all intangible, intellectual, proprietary and industrial property rights, whether or not registered or registrable, and all tangible embodiments and derivative works thereof, howsoever created and wherever located, including without limitation all: (i) trademarks, trade names, service marks, slogans, domain names, URLs or logos; (ii) copyrights, moral rights, neighboring rights, and other rights in works of authorship; (iii) industrial designs, integrated circuit topographies, and mask works; (iv) patents and patent applications, patentable and nonpatentable ideas, inventions, innovations, arts, processes, manufactures, developments, and improvements; and (v) trade secrets, confidential information, know-how, show-how, and shop rights, and all applications, registrations, renewals, extensions, continuations, divisions, reissues, and restorations relating to any such rights (where applicable) now or hereafter in force and effect throughout all or any part of the universe (including any rights in any of the foregoing);
- (m) **"Requirements of Law"** mean all applicable requirements, laws, statutes, codes, acts, ordinances, orders, decrees, injunctions, by-laws, rules, regulations, official plans, permits, licenses and authorizations, that now or at any time hereafter may be applicable to either the Agreement or the Deliverables or any part of them;
- (n) **"Services"** has the meaning ascribed thereto in Section 5;
- (o) **"Term"** has the meaning ascribed thereto in Section 2; and
- (p) **"Work Product"** means all Technologies and Works made or conceived or reduced to practice or learned by the Agent in the course of this Agreement (whether for the benefit of the School or any of its past, present, or future subsidiaries, parents, affiliates, licensors and associated or related entities) either alone or jointly with others, and whether before or after the date of this Agreement, that: (i) are related to the IBU's business, or to the business of any of the IBU's past, present, or future subsidiaries, parents, affiliates, licensors and associated or related entities; (ii) result from the Agent's engagement with and/or provision of Services to the IBU; (iii) result from the use of premises or property (including computer systems, engineering facilities and Confidential Information) owned, licensed, leased, or contracted for by the School (or the IBU's past, present, or future subsidiaries, parents, affiliates, licensors and associated or related entities) or provided to the Agent by the School; or (iv) are an improvement, enhancement, innovation, modification, correction, update, upgrade, derivative, revision, modification, translation, abridgement, condensation, expansion, transformation, adaptation, or other development of, to, from or based upon existing IBU Technologies and Works.

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2. **Term.** This Agreement shall commence on the date referenced above and continue for an initial period of two (2) years ending on 13th April, 2027, (the "**Term**") unless terminated earlier in accordance with this Agreement. The Term may be extended by mutual written agreement between the parties hereto within thirty (30) days prior to the expiration of the Term (the "**Renewal Notice Period**"). If both parties agree to a renewal of this Agreement, such renewal period shall be for a term of one (1) year (the "**Renewal Term**") for a maximum of up to two (2) one-year terms. For the avoidance of doubt, if there is no renewal of this Agreement, this Agreement shall automatically terminate following expiration of the Term.

3. **Termination.** This Agreement may be terminated prior to the expiration of the Term, or Renewal Term as the case may be, and be of no further force or effect in any of the following circumstances:

- (a) immediately upon mutual written agreement between the parties hereto;
- (b) by IBU for any reason, following thirty (30) days prior written notice to the Agent, without liability, cost or penalty (except for payment for Services performed through to the effective termination date), and without prejudice to any other rights or remedies under this Agreement or otherwise;
- (c) immediately by the IBU upon any loss of status of or restriction on the Agent's ability to carry on business or perform the Services, including upon the commencement of any voluntary or involuntary proceedings in respect of the Agent or the property of the Agent which affects the enforcement rights of creditors generally, including, without limitation, bankruptcy, insolvency, receivership or winding-up proceedings, or any other proceedings dealing with creditors' collective interests generally;
- (d) immediately by the IBU upon any material breach of the terms of this Agreement by the Agent, including, without limitation, acts or omissions constituting a substantial failure of performance, or non-compliance with any IBU policies in accordance with Section 6, provided that notice in writing of such breach has been delivered to the Agent and has not been cured within fifteen (15) days following receipt of notice or within such further time period as is mutually agreed to by the parties;
- (e) immediately by the IBU if the IBU determines, in its sole discretion, that the Agent is not performing the Services to the satisfaction of the IBU or the Agent is adversely affecting the status or reputation of the IBU, provided that notice in writing of such lack of satisfactory performance has been delivered to the Agent and has not been cured within fifteen (15) days following receipt of notice or within such further time period as is mutually agreed to by the parties;
- (f) immediately by the IBU where the Agent, prior to or after executing this Agreement, makes a material misrepresentation or omission or provides materially inaccurate information to the IBU;

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- (g) immediately by the IBU where the Agent subcontracts for the provision of part or all of the Deliverables or assigns this Agreement without the IBU's knowledge or consent and that subcontractor violates any terms of this Agreement; or
- (h) immediately by the IBU if the Agent has failed to successfully recruit a student who is accepted by the IBU during any one (1) year period of this Agreement.

The above rights of termination are in addition to all other rights of termination available at law, or events of termination by operation of law.

4. **Agent's Obligations on Termination** On termination of this Agreement, the Agent shall, in addition to its other obligations under this Agreement and at law:

- (a) promptly return to the IBU or destroy, at the IBU's option, all property of the IBU that is in the Agent's possession or control, including core marketing materials, School Calendars and Confidential Information (as defined below), whether in hard copy or in electronic form.
- (b) cease providing the Services and cease representing itself as an Agent of the IBU and shall pay all amounts owing (if any) to the IBU immediately.
- (c) execute such documentation as may be required by the IBU to give effect to the termination of this Agreement.
- (d) comply with any other instructions provided by the IBU, including but not limited to instructions for facilitating the transfer of its obligations to another Agent.
- (e) This Section shall survive any termination of this Agreement.

5. **Services.** The Agent shall provide, on a non-exclusive basis, the services and advice as more specifically described in the attached Appendix A (the "**Services**"). The Services shall be provided to the IBU on an as-needed basis upon request by the IBU, and nothing herein is intended to guarantee that the IBU shall utilize the services of the Agent. Should the Agent subcontract any of the Services of this Agreement then the signing agent is wholly and completely responsible for that subcontract and any issues or actions that may arise and any breach of the terms and conditions of this Agreement as a result. Any actions taken related to violation of this Agreement by the Agent or any of their agents shall be at the sole discretion of the IBU and subject to the terms and conditions that may be imposed by the IBU. Nothing contained in this Agreement shall create a contractual relationship between any subcontractor/ subagent or its directors, officers, employees, agents, partners, affiliates or volunteers and the IBU.

6. **Service Standards.** The Agent represents, warrants and covenants that:

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- (a) the Agent and the Agent's personnel have the required skills, qualifications, expertise and experience to perform the duties and exercise the responsibilities required to perform the Services;
- (b) the Services shall be performed in a competent and professional manner and in accordance with, and shall not violate, applicable laws, rules or regulations, and standards prevailing in the industry in the Territory and any other jurisdiction where the Agent carries on business, as well as laws and regulations applicable to the IBU and it has, or shall obtain, all necessary licenses or permits required to comply with such laws, rules or regulations;
- (c) there is no legal proceeding in progress, pending, threatened or affecting the Agent that involves a possibility of a material judgment or restriction against the Agent, or its performance of the Services;
- (d) in performing the Services, the Agent shall comply with all instructions and specifications of the IBU and shall adhere to all standards, policies and procedures of the IBU;
- (e) the Agent shall comply with the conditions set by the IBU and provided to the Agent during training sessions, as such conditions may be updated, amended or replaced from time to time;
- (f) if any of the Deliverables, in the sole opinion of the IBU, are inadequately provided or require corrections, the Agent shall forthwith make the necessary corrections at its own expense as specified by the IBU in a rectification notice and such corrections shall be administered promptly;
- (g) the Agent shall not incorporate into any Deliverables anything that would restrict the right of the IBU to modify, further develop or otherwise use the Deliverables in any way that the IBU deems necessary, or that would prevent the IBU from entering into any agreement with any Agent other than the signing Agent for the modification, further development of or other use of the Deliverables;
- (h) the IBU retains the right to inspect, stop, or alter the work of the Agent to ensure the Agent's conformity with this Agreement and the needs of the IBU;
- (i) the Agent is liable for the acts and omissions of its directors, officers, employees, agents, partners, affiliates, volunteers and subagents (the "**Agent's Personnel**"). This paragraph is in addition to any and all of the Agent's liabilities under this Agreement and under the general application of law. The Agent shall advise these individuals and entities of their obligations under this Agreement and shall ensure their compliance with the applicable terms of this Agreement.



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In addition to any other liabilities of the Agent pursuant to this Agreement or otherwise at law or in equity, the Agent shall be liable for all damages, costs, expenses, losses, claims or actions arising from any breach of this Agreement resulting from the actions of the Agent's Personnel. This paragraph shall survive the termination or expiry of this Agreement.

7. **Non-Exclusive.** The IBU acknowledges that the Agent is retained on a non-exclusive basis and the IBU acknowledges that the Agent is free to provide services to other organizations provided the provision of such services does not constitute a conflict of interest or impair the ability of the Agent to perform its obligations pursuant to this Agreement.

8. **Compensation and Payment.**

- (a) *Compensation.* In full consideration for the performance of the Services, the IBU shall pay the Agent the compensation plus applicable taxes, less any amounts of reimbursement for cancellations, as set out in Appendix B. There shall be no expenses claimed or other charges payable by the IBU under this Agreement to the Agent other than the Rates set out in Appendix B. The Agent shall provide a detailed invoice to the IBU each month for the Services provided and any cancellations in the prior month. The IBU shall pay such invoices within forty-five (45) days of receipt in accordance with the IBU's policies for payment by electronic funds transfer sent to the bank account that the IBU has on file for the Agent as identified by the Agent. If payments are to be made in any other form, any and all costs (such as bank charges) are to be absorbed by the Agent.
- (b) *Agent's Payment Upon Termination.*
  - (i) Upon termination of this Agreement, the IBU shall only be responsible for the payment of the Deliverables provided under the Agreement, up to and including the effective date of any termination. Termination shall not relieve the Agent of its warranties and other responsibilities relating to the Deliverables performed or money paid. In addition to its other rights of hold back or set off, the IBU may hold back payment or set off against any payments owed if the Agent fails to comply with its obligations on termination.
  - (ii) The IBU shall not be responsible for paying commissions to the Agent in respect of students whose application is received by the IBU following the date of termination or expiration of the Term.
- (c) *No Benefits.* The Agent agrees that it shall not be entitled to participate in, or receive any benefits from, any employee benefit programs or plans operated by the IBU including, but not limited to, vacation pay, overtime, statutory holidays and health benefits.



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- (d) **Taxes.** The Agent acknowledges and agrees that the IBU shall not withhold or deduct from any payments made to Agent any taxes such as but not limited to Income Tax and the Ontario Employers' Health Tax, withholdings, source deductions, employment insurance premiums or pension plan contributions. If the Agent is resident in Canada, then the Agent's invoice must contain the Agent's registered business number. The Agent is solely responsible for payment of all applicable taxes and other governmental charges arising out of Agent's activities under this Agreement, including but not limited to federal and provincial income taxes, HST, provincial sales taxes, employment insurance premiums, employer health tax, Canada Pension Plan and any other taxes, mandated contributions or business license fees as required, and any interest or penalties related to any of the foregoing. If HST is not to be paid to the Agent, then supporting documentation is to be provided to the IBU prior to submission of an invoice for commission.
- (e) **Indemnity.** The Agent shall indemnify and save harmless the IBU from any and all fees, assessments, levies, rates, taxes, interest, penalties or other charges made, demanded, assessed or otherwise claimed by any provincial or federal government or other body of competent jurisdiction in respect of any monies paid to the Agent under this Agreement. Without limiting the foregoing, if the IBU is assessed or reassessed by any applicable federal or provincial authority or if any claim is made against the IBU respecting any failure by the IBU to deduct or withhold any amount required by applicable law, the Agent shall pay to the IBU the amount of money that may be required by the applicable authority to be paid by the IBU to satisfy fully any claim made by such authority against the IBU.
- (f) **Withholding.** The IBU reserves the right to withhold payment to the Agent under this Section 8 in instances where an invoice is in dispute. Any dispute in respect of an invoice shall be dealt with in accordance with Section 19.

9. **Expenses.** In accordance with the IBU's policies, the Agent shall be solely responsible for all disbursements and out-of-pocket expenses, including, without limitation, all salaries, wages, benefits and other amounts owing to its employees, agents and representatives, and travel expenses, incurred by the Agent in the performance of the Services. The Agent shall provide and supply at its own expense all office facilities, equipment, materials and supplies required to perform the Services, save and except the Agent Handbook, annual Calendar and other materials produced by the IBU and specified as being provided by the IBU in this Agreement.

10. **Independent Contractor.** It is expressly understood and intended by the parties hereto that the Agent is an independent Agent and not an employee, dependent Agent, agent, partner or joint venturer of the IBU. Nothing contained herein shall be deemed or construed to create between the parties hereto a partnership, employment relationship, dependent Agent relationship or joint venture. The Agent shall retain sole and absolute discretion in the manner and means of performing the Services under this Agreement, and the Agent's performance will not be controlled by the IBU in any respect. The Agent acknowledges that the Agent and the Agent's employees, agents, and subagents (as applicable) have no

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right or reasonable expectation of employment by the IBU and shall not be entitled to any benefits whatsoever otherwise made available to IBU employees. The Agent shall not have the authority to enter into any contract or agreement to bind the IBU and shall not represent to anyone that the Agent has such authority.

### 11. **No Conflicts; Non-Infringement.**

- (a) *No Conflicts.* The Agent represents and warrants that neither the execution and delivery by the Agent of this Agreement, nor the performance by the Agent or any of its representatives of any acts contemplated by this Agreement (including the provision of the Services), will conflict with, or result in any breach of, or cause a default (with or without notice or lapse of time or both) under any term or condition contained in any contract (including any confidentiality agreement, consulting agreement, employment agreement, non-compete agreement or similar agreement with any other person or entity) or order to which the Agent or such representative is a party or a signatory, individually or as an officer, or by which the Agent or such representative is bound.
- (b) *Non-Infringement.* The Agent represents and warrants that its provision of the Services will not violate any applicable laws or in any way infringe upon the Intellectual Property Rights of third parties. The Agent further represents and warrants that it has obtained assurances with respect to any Agent Intellectual Property and Third-Party Intellectual Property and that any rights of integrity or any other moral rights associated therewith have been waived.

12. **Indemnity.** The Agent agrees to save, defend, indemnify, and hold harmless the IBU and its governors, directors, officers, employees, agents and representatives from and against all liability, losses, taxes, attorneys' fees, claims, judgments, suits, damages or injury to persons or property that results from, arises out of, is caused by, or is claimed to be caused by the performance of the Services or any other acts, errors, or omissions of the Agent, or any officer, employee, or agent of the Agent in connection with this Agreement, including without limitation any such claims brought against the Indemnified Parties by applicants who receive the Agent's Services. The Agent further agrees to indemnify and hold harmless the Indemnified Parties from any liability incurred or suffered by any of the Indemnified Parties by reason of the Agent's failure to pay to the appropriate tax authority any taxes, interest or penalty applicable to the Services hereunder. The IBU shall in no way be responsible for the personal injury and liability insurance of the Agent arising from performance of the Services hereunder, including any coverage under the provincial Workers Safety & Insurance Act.

### 13. **Liability.**

- (a) Neither party shall be liable for any consequential, indirect, incidental or special damages (meaning damages requiring special knowledge by one party of the other's circumstances), including lost profits or lost opportunity costs, suffered by the other party with respect to

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any Claims arising out of or in connection with this Agreement but this shall not limit liability for Direct Damages.

- (b) The Agent agrees that the Indemnified Parties shall not be liable for any property damage, bodily injury (including death) or personal injury to the Agent or for any third-party Claims against the Agent arising in the course of the performance of the Agent's obligations under or in connection with this Agreement, except to the extent the damage or injury is caused by the negligence or willful misconduct of any of the Indemnified Parties.
- (c) The IBU shall have no liability for any act or omission of the IBU or its directors, officers, employees and agents in connection with or related to this Agreement or the failure to provide materials to the Agent, or any costs, losses, damages or expenses arising from the Agent's performance of the Services under this Agreement. The Agent agrees that it shall not bring any claim or join in any proceedings against the IBU for any costs, losses, damages or expenses suffered in connection with this Agreement.

14. **Limitation of IBU's Liability.** The Agent acknowledges and agrees that:

- (a) the remedies, recourse or rights of the Agent shall be limited to the IBU and to the right, title and interest owned by the IBU in and to all of the IBU's personal property;
- (b) the Agent unconditionally and irrevocably waives and releases all other claims, remedies, recourse or rights against the Crown in right of Ontario in respect of the Agreement, and agrees that it shall have no remedies, recourse or rights in respect of the Agreement against the Crown in right of Ontario, any Ministry, Minister, agent, agency, servant, employee or representative of the Crown or any director, officer, servant, agent, employee or representative of a Crown agency or a corporation in which the Crown owns a majority of the shares or appoints a majority of the directors or members, other than the IBU and its assets; and
- (c) the IBU's maximum aggregate liability for any and all claims and damages arising out of or related to this Agreement, whether arising in contract, tort, strict liability, statute or otherwise, shall not exceed the total value of fees paid pursuant to Section 8(a). The limits of liability are exclusive as to all remedies and the liability cap shall not be increased under any circumstances. The Agent expressly acknowledges and agrees to this limitation and will arrange for such additional insurance coverage as it may deem necessary.

15. **Non-Solicitation.** During the Term, and for a period of twelve (12) months after the termination of this Agreement, the Agent shall not, directly or indirectly:

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- (a) solicit or induce any client, customer, supplier or student of the IBU with whom the Agent worked, communicated or represented while engaged by the IBU for the purpose of any other business that is in competition with the IBU; or
- (b) solicit, recruit, induce or attempt to induce an officer, employee, Agent or independent Agent of the IBU to terminate his/her employment with the IBU or assist any other person or business to do so.

### 16. Confidential Information and Non-Disclosure.

- (a) Confidentiality. The Agent acknowledges that in the performance of the Services hereunder, the Agent and its personnel, employees, representatives, agents and authorized third party providers may have access to Confidential Information belonging to and protected by the IBU. Notwithstanding the preceding, the Agent and the IBU acknowledge and agree that it is their mutual intent to limit Agent's access to Confidential Information, to the extent reasonably practicable, while permitting Agent to provide the Services efficiently. The Agent will only access Confidential Information to the extent required for it to provide the Services and will not disclose Confidential Information. The Agent will use the same degree of care to protect the confidentiality and security of documents, materials and information, which by their nature ought to be treated as confidential and which belong to the IBU, from disclosure to third parties as it uses to protect its own confidential information of similar importance (but in any event, no less than reasonable care). Accordingly, the Agent will, both during and after the Term, maintain the confidentiality of all Confidential Information, and will bind its personnel, employees, representatives, agents and authorized third party providers to the

terms and conditions of this Agreement. The Agent will limit access to Confidential Information to those of its personnel, employees, representatives, agents and authorized third party providers who require such access for Agent to provide the Services and will ensure that such personnel, employees, representatives, agents and authorized third party providers have received sufficient training in privacy to ensure that the Agent is able to comply with its obligations under this Agreement in connection with Confidential Information.

- (b) Use of Confidential Information. The Agent and its personnel, employees, representatives, agents and authorized third party providers as applicable will use and disclose the Confidential Information only during the Term of this Agreement and only as required in the performance of the Services and for no other purpose, during or after the term of this Agreement, except as expressly permitted under this

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Agreement. The Agent will not use or disclose any Confidential Information for its own personal or business advantage, or the advantage of any other person or entity.

- (c) If the Agent learns of an unauthorized use or disclosure of Confidential Information, it will notify the IBU immediately.
- (d) Nothing in this Agreement will prevent the Agent's disclosure of Confidential Information that is required to be disclosed under applicable laws or legal process. If the Agent is required by law, court order or other lawful action by the Government of Ontario or the Government of Canada or their agencies to disclose any Confidential Information it must:
  - (i) promptly notify the IBU so that it may seek a remedy or waive compliance with this section;
  - (ii) provide only the Confidential Information that is legally required; and
  - (iii) exercise reasonable efforts to obtain assurance that the Confidential Information will not be further disclosed.
- (e) Return of Confidential Information. The Agent will at any time upon request by the IBU, and immediately upon the termination or expiry of this Agreement, promptly return to the IBU, or destroy, all originals and copies of Confidential Information and all paper and electronic documents and other records containing Confidential Information, and any other property belonging to, or relating to the business of, the IBU or its subsidiaries, parents, affiliates and associated or related entities, except to the extent that the Agent is legally required to retain the Confidential Information. Such Confidential Information that cannot be destroyed shall continue to be subject to Section 16(a). For clarity, the obligations of the Agent under this Agreement in regard to information collected for the purposes of providing the Services will survive the expiration or termination of the Agreement until the Agent has destroyed all copies of such information. Upon request by the IBU, the Agent will certify in writing its compliance with this Section.
- (f) Use of Other Persons' Confidential Information The Agent represents and warrants that the Agent does not have in its possession, will not bring onto the IBU's premises, obtain, use or disclose, for the Agent's benefit or the IBU's benefit, any Confidential Information or any intellectual property belonging to any other person, except to the extent that such Confidential Information or intellectual property is obtained in the course of, and for the purpose of, providing Services pursuant to this Agreement.
- (g) Liability The Agent shall be liable or responsible for any and all claims, expenses, losses and damages of any kind, arising out of or attributed to, directly or indirectly,

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the Agent's breach, or the breach by any of the Agent's personnel, employees, representatives, agents and authorized third party providers of the provisions of this Section 16.

- (h) FIPPA The Agent acknowledges that the IBU is subject to the Freedom of Information and Protection of Privacy Act (Ontario) (FIPPA) and may be obliged to disclose parts or all of this Agreement pursuant to an access request made under FIPPA.
- (i) Injunctive Relief If a court of competent jurisdiction determines that the Agent has breached, or attempted or threatened to breach, these confidentiality obligations to the IBU, the IBU will suffer irreparable harm and that monetary damages will be inadequate to compensate the IBU for such breach. Accordingly, the IBU, in addition to and not in lieu of any other rights, remedies or damages available to it at law or in equity, shall be entitled to seek appropriate injunctive relief and other measures restraining further attempted or threatened breaches of such obligations.
- (j) Termination The provisions of this Section 16 shall survive the expiration or termination of this Agreement.

17. **Intellectual Property.** The IBU grants the Agent a non-exclusive, non-transferable license to use certain trademarks, logos, trade names or other intellectual property of the IBU/I BU as the IBU may specify to the Agent from time to time (the "IBU IP") solely and exclusively for the purposes of the Agent performing the Services under this Agreement. The Agent shall have no right or interest to the IBU IP except as expressly provided herein. The IBU may revoke the license in this Section at any time. The Agent shall submit all documents, advertisements or other materials using any of the IBU IP to the School for approval prior to usage. Upon the termination or expiration of this Agreement, the Agent shall immediately cease using all School IP or IBU IP for any purpose whatsoever.

18. **Insurance.** The Agent acknowledges that the Agent is solely responsible for arranging for the insurance coverage applicable to the province/state/country where they are registered to do business and will promptly provide proof of such insurance upon request by the IBU.

19. **Dispute Settlement.** Without limiting any other provision of this Agreement, the parties hereto agree that each of them will make bona fide efforts to resolve by amicable negotiations any and all disputes arising out of or pertaining to this Agreement, in particular:

- (a) either party may deliver to the other party a written notice of dispute describing the particulars of the matter in dispute;
- (b) the parties shall appoint one or more representatives to meet in person or by phone to discuss the matter;

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- (c) if the representatives of the parties cannot resolve the matter within fifteen (15) business days, or within such further time period as is mutually agreed by the parties, the parties escalate the matter to be resolved between the Agent and the Director of Student Recruitment and Partnerships of the IBU.

### 20. **General.**

- (a) Notice. Any notice or demand to be given to any party to this Agreement shall be in writing and shall be either: (i) personally delivered; (ii) sent by registered mail, postage prepaid; (iii) sent by courier; or (iv) sent by facsimile, email or similar method of recorded communication. Any notice given pursuant to this Agreement shall be sent to the intended recipient at its address as provided on the first page of this Agreement. Any party may from time to time change its address by written notice to the other party given in accordance with the provisions of this Section. Any notice given by personal delivery or by courier shall be deemed to have been received on the date of delivery. Any notice given by registered mail shall be deemed to have been received on the third business day following the date of mailing. Any notice given by facsimile, email or similar method of recorded communication shall be deemed to have been received on the same date of transmission.
- (b) No Assignment. This Agreement is non-assignable by the Agent without the prior written consent of the IBU, which consent may be arbitrarily withheld.
- (c) Time of the Essence. Time is of the essence of this Agreement.
- (d) Enurement. This Agreement shall inure to the benefit of and be binding upon each party and its successors.
- (e) Amendment. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by both parties hereto.
- (f) Governing Law. The parties hereto agree that this Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.
- (g) Jurisdiction. All suits, actions, claims and causes of action relating to the construction, validity, performance and enforcement of this Agreement shall be in the courts of Ontario in Toronto, Ontario.
- (h) Entire Agreement. This Agreement, Appendix A - Services, Appendix B - Compensation, and Appendix C - Insurance, constitute the entire agreement between the parties hereto pertaining to its subject matter and supersedes all prior



## SERVICES AGREEMENT

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and contemporaneous agreements, understandings, negotiations and discussions, whether oral or written, of the parties and there are no warranties, representations or other agreements between the parties in connection with its subject matter except as specifically set forth in this Agreement.

- (i) Severability. In the event that any provision of this Agreement is found to be invalid, voidable or unenforceable, the parties agree that unless such provision materially affects the entire intent and purpose of this Agreement, such invalidity, voidability or unenforceability shall affect neither the validity of this Agreement nor the remaining portions herein, and that the provision in question shall be ineffective only to the extent of that invalidity, voidability or unenforceability.
- (j) Waiver. No waiver of any provision of this Agreement shall be binding unless executed in writing by the party granting the waiver. No waiver of any provision of this Agreement shall constitute a waiver of any other provision, nor shall any waiver constitute a continuing waiver unless otherwise expressly provided.
- (k) Force Majeure. Except as expressly provided otherwise in this Agreement, neither party hereto will be liable for any failure or delay in its performance under this Agreement due to any cause beyond its reasonable control that could not have been avoided by the exercise of reasonable foresight, including acts of war, acts of God, earthquake, flood, pandemic, embargo, riot, sabotage, terrorism, labour shortage or dispute, or governmental act, provided that the party affected by such failure or delay gives the other party prompt notice of such cause, and uses its reasonable commercial efforts to promptly correct such failure or delay in performance.
- (l) Extended Meanings. In this Agreement, words importing the singular number include the plural and vice versa and words importing gender include all genders.
- (m) Headings. The division of this Agreement into Sections and the insertion of headings are for convenience of reference only and shall not affect its construction or interpretation.
- (n) Termination. Provisions of sections which, by their nature, must remain in effect beyond the termination or expiry of this Agreement survive the termination or expiry of this Agreement for any reason.
- (o) Independent Legal Advice. The Agent acknowledges that it has been encouraged to obtain independent legal advice regarding this Agreement and the execution thereof, and that the Agent has either (a) personally selected its own legal counsel, obtained independent legal advice from such counsel and relied on such advice in evaluating the legal and financial consequences of execution of this Agreement, or

## SERVICES AGREEMENT

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(b) voluntarily chosen not to do so, and the Agent hereby waives any objections or claims it may make resulting from any failure on his part to obtain such advice. The parties hereto each acknowledge and represent that they have not relied on the other party for advice and are executing this Agreement freely, voluntarily and without duress.

- (p) Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original and all of which taken together shall constitute one and the same instrument. A counterpart delivered by facsimile shall constitute an original counterpart for all purposes of this Agreement.

*Signature page to follow*

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above.

The Agent:

Name: Sia Immigration Solutions Inc.

Per: Manpreet Joshi Name: Manpreet Joshi  
Title: Director  
*I have the authority to bind the Agent.*

The IBU:

Per:  Name: Jason Gangaram  
Title: Director of Recruitment, Admissions & Partnerships

*I have the authority to bind the IBU.*

## SERVICES AGREEMENT

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### APPENDIX A

#### SERVICES

1. **This Agreement is effective for any countries excluding the following specified regions countries: South Asia includes India, Bangladesh, Nepal, Sri Lanka, Bhutan, Pakistan) and all countries in Africa.**
2. The IBU grants the Agent the non-exclusive right to represent the IBU for the purpose of recruiting international applicants for admission to the IBU in Canada.
3. The Agent accepts the foregoing appointment and agrees to provide promotion, marketing and recruitment services to actively and accurately promote the IBU within the Territory, as defined in this Agreement, for the purpose of recruiting international applicants to the IBU.
4. The Agent shall deliver the Services in the Territory. The Agent acknowledges and agrees that its rights to recruit students in the Territory are non-exclusive and the IBU may, in its sole discretion, appoint another agent or agent(s) to perform similar or identical services in the Territory or any part thereof at any time.
5. Prior to commencing the Services, the Agent and its employees and Personnel shall attend the training session(s) provided by the IBU's Regional Manager for the Territory (the "Regional Manager") or designate. The Agent acknowledges that it and its employees and Personnel cannot provide the Services without having first completed such training to the satisfaction of the IBU.
6. The Agent shall attend any additional training sessions provided by the IBU from time to time for the purpose of updating the Agent's knowledge about the IBU and its policies and procedures.
7. The IBU agrees to provide marketing material and international recruitment information packages to the Agent and to provide updated materials on an annual basis and to provide additional copies upon request. All such materials are subject to change without notice. Notwithstanding the foregoing, it is the Agent's responsibility to ensure it has all complete, up-to-date and accurate information and materials from the IBU in order for it to perform the Services at all times.
8. The IBU shall provide core marketing materials to the Agent at the training sessions or deliver them to the Agent upon the Agent's request. The Agent shall use such marketing materials in its performance of the Services. If the Agent wishes to

## SERVICES AGREEMENT

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use other marketing materials not provided by the IBU, the Agent must submit such materials to the IBU for its prior written approval. The Agent shall promptly make any changes to such materials as the IBU may advise in its discretion. The IBU shall have the right to use any marketing materials produced by the Agent for its advertising or marketing purposes at any time upon request.

9. The Agent shall keep records of its promotion and marketing activities, including the location of its activities and the names and contact information of potential students. The Agent shall provide regular market updates of its activities in the Territory (including reasonable details) to the IBU upon request.
10. The Agent shall pre-screen all applicants to ensure their eligibility to enter Canada on a study permit.
11. The Agent shall recruit only those applicants whom it believes can meet the academic and admission requirements of the IBU.
12. The Agent shall provide applicants with an agent-stamped application form that includes the Agent number assigned by the IBU. The Agent shall forward such applications to the IBU for consideration for admission.
13. As part of the Services, the Agent shall assist applicants with completing their applications to the IBU, making payments to the IBU, visa applications, and providing any other assistance relating to the applicant's application to and enrollment at the IBU.
14. The Agent shall ensure that all information it provides to applicants is true, accurate, complete and not misleading or false in any way. The Agent shall not, directly or indirectly, make any misrepresentation or mislead applicants about whether or not the IBU will accept the applicant, the nature of the courses and programs offered by the IBU or any other matter concerning the IBU and the applicant's application thereto. The Agent shall not make any representation or statement that is inconsistent with or contrary to the IBU's policies and procedures in any way. The Agent shall disclose to applicants that they may apply directly to the IBU without the assistance of the Agent.
15. The Agent acknowledges that the IBU retains full and complete discretion about whether or not to accept an applicant for enrollment. The Agent shall not make any representations or statements that an applicant has been accepted by the IBU unless the IBU has provided formal notice of acceptance to an applicant. The Agent shall have no authority to accept an applicant or guarantee an applicant's acceptance by the IBU.

## **SERVICES AGREEMENT**

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16. The Agent will ensure that that all students under the age of 18, in Canada without a custodial parent, attending an IBU school have a custodian in the Toronto region who is a Canadian Citizen or Permanent Resident of Canada as per IRCC regulations.
17. The Agent will provide the IBU with contact information for parent(s), official custodian(s), and home stay families (if student is not residing with the official custodian) of each student.
18. The Agent will provide the IBU with all required information for the international student program including study permit status, arrival times, and home stay information.
19. The Agent will be evaluated every year on performance. Director/ Manager of Student Recruitment will work with the Agent to set a target of the number of students the Agent will recruit for the IBU.

## **APPENDIX B**

## SERVICES AGREEMENT

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### COMPENSATION

1. If IBU accepts any of the Agent's applicants for admission to the IBU (each, an "**Applicant**"), the IBU shall pay the Agent a commission as provided below.
2. The commission shall be based on full-time and part-time enrollment and full tuition fees paid to the IBU. For an Agent to be eligible to receive the commission, an Applicant recruited by the Agent must be enrolled and the full tuition fees must be paid beyond the last date for withdrawal from the given semester, as published by the IBU and may be amended from time to time. The commission shall not be payable in instances where an Applicant does not pay semester tuition fees in full before the semester ends or where an Applicant withdraws from study at the IBU before the last withdrawn day of classes in a given semester.
3. The Agent shall be eligible to receive commissions for recruiting Applicants for full-time or part-time basis of IBU Degree and Master's degree programs.
4. The commission fee will be paid to the Agent two weeks after the final withdrawn date of each semester (for clarity, this is the 8<sup>th</sup> week of the semester) for the first four semesters in undergraduate and graduate programs. The commission is calculated based on school tuition fees only and does not include fees such as the application fee, ancillary fees, medical insurance fees, or homestay fees.

#### **The Commission Payment for full-time students for each Academic year:**

5. Upon recruitment of fee-paying students for enrolment with the IBU, the IBU agrees to pay the Agent's commission fee as follows.

#### **International Full-time Students – Undergraduate and Graduate Programs**

IBU will pay the flat commission fee for the first four semesters of undergraduate and graduate student enrolment for each student recruited listed in the table below.

#### **Undergraduate / Graduate**

Number of Students per semester	Sem1	Sem2	Sem3	Sem4	Total
Unlimited	\$1250	\$1250	\$750	\$750	\$4,000



## SERVICES AGREEMENT

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### **Domestic Students – Undergraduate and Graduate Programs**

IBU will pay the flat commission fee for the first four semesters of undergraduate and graduate student enrolment for each student recruited listed in the table below.

#### **Undergraduate / Graduate**

Sem 1	Sem 2	Sem 3	Sem 4	Total
\$750	\$750	\$250	\$250	\$2,000

The Agent agrees that any commissions paid to the Agent's subcontractors will be the sole responsibility of the Agent and will be remitted by the Agent as agreed between the Agent and any their subcontractors.

The IBU and the Agent agrees that all monetary amounts referred to herein shall be in Canadian dollars, except if it is expressly mentioned in another currency.

6. If there is a dispute about an invoice, the IBU shall be entitled to withhold the commission until the dispute is resolved to the satisfaction of the IBU. The Agent shall provide all records and documentation requested by the IBU to substantiate the details of the invoice.

## SERVICES AGREEMENT

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*Company Name*

### Commission Invoice

Invoice Date:

Invoice Number:

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**IBU**

**Attention: International Education**

#	Applicant Name	Applicant ID	Commission Term (23S, 23F, etc.)	Program Name	1st or 2nd Semester	Commission Amount

**Total (in CAD):**

Please select from the following (**You can select one option and remove the other to keep your invoice simple and easy to read**)

**Option 1 - Wire Transfer** \_\_\_\_\_ (extra bank service charge may accrue)

Beneficiary's Name:

Bank name:

Bank Address:

Bank Code:

Account Number:

SWIFT Code:

**Option 2 – Direct Deposit** \_\_\_\_\_ (Y/N)

Company Mailing Address \_\_\_\_\_