

This Master Agreement dated May 05, 2025 (the “Effective Date”)

Between:

Sia Immigration Solutions Inc.

(“Agent”)

-and-

Portage College

WHEREAS the Agent provides recruitment and referrals of suitable prospective students for the 2 (Two) academic years.

AND WHEREAS Portage College seeks student referrals for international students for academic programs from the Agent.

NOW THEREFORE Portage College and the Agent agree as follows:

1. Definitions

Capitalized terms used and not otherwise defined elsewhere in this Agreement having the following meanings:

- 1.1. **“Prospective Students”** means people who may be interested in attending Portage College.
- 1.2. **“Student”** or **“Students”** have the meanings provided in Section 3.1(a) of this Agreement.
- 1.3. **“Other General and Service Fees”** means any fees charged by Portage College to students that are not Tuition, including without limitation, application fees, program specific fees, student services fee, recreation and athletics fee, insurance, residence fees, students’ association fees, and any other fees that may be charged to the students from time to time.
- 1.4. **“Personal Information”** has the same meaning as its definition in the *Freedom of Information and Protection of Privacy Act*, RSA 2000, c F-25, as amended from time to time.
- 1.5. **“Tuition”** means the registration fee for the Programs, including the international student fee. It excludes any mandatory non-instructional fees that every student pays.
- 1.6. **“Agreement”** means this Master Agreement, all Order Forms, and all schedules,

exhibits, documents and attachments appended hereto and terms incorporated by reference into any of the foregoing.

- 1.7. “**Recruitment Partner**” means a third-party under contract or employment with the Agent that prospective applicants to Portage College may encounter as they pursue their international study goals.
- 1.8. “**Programs**” means the registered undergraduate higher education courses offered by Portage College and made available to foreign students.
- 1.9. “**Materials**” means the Program Information and other marketing materials (including logos) provided by Portage College to the Agent and brochures for inclusion on the Agent-Student Channels.
- 1.10. “**Program Information**” means Academic Program course information provided by Portage College to the Agent including course descriptions, information on funding arrangements, admissions criteria, course timetables, and accommodation information.
- 1.11. “**Commission**” means the commissions payable to the Agent per Section 3 of this Agreement.
- 1.12. “**Agent-Student Channels**” means the platforms and services through which the Agent engages with Prospective Students.

2. Student Referral

- 2.1. The Agent may refer Prospective Students who meet or exceed entrance requirements for the Academic Program by submitting an application to Portage College on the Prospective Student’s behalf, as the Prospective Student’s agent.
- 2.2. Throughout the Term the Agent shall: (i) promote and market Portage College and the Programs; and (ii) through the Agent-Student Channels and networks, facilitate the recruitment of Prospective Students worldwide for the Programs, including by assisting Prospective Students to search for Programs for which they meet the admission details and requirements, and assisting in the completion of forms and applications for Programs.
- 2.3. The Agent must receive a Prospective Student’s express written consent to release their personal information prior to submitting such an application.
- 2.4. Prior to submitting an application on behalf of a Prospective Student, the Agent shall provide written notice to the Prospective Student of the admission requirements to the Programs, procedures, refund policy, program withdrawal, and English language proficiency requirements.
- 2.5. The Agent is not responsible for the Prospective Students’ academic performance or personal behavior while attending Portage College or living in the campus municipalities.

- 2.6. The relationship between Portage College and the Agent is that of an independent service provider. Nothing in this Agreement shall be construed to create a partnership, joint venture, or agency relationship. The Agent has no authority to make representations on behalf of Portage College, nor does the Agent have any authority to contract on behalf of Portage College.
- 2.7. Notwithstanding anything to the contrary herein, the parties' rights and obligations under this Agreement shall be non-exclusive.

3. Commission

- 3.1. Portage College will pay the Commission as follows:
- a) The Agent will receive a commission for each Prospective Student (a) whose application for admission to the Program is submitted to Portage College through the Agent, (b) who verifies that the Agent has helped the Prospective Student apply to Portage College, (c) who has been accepted into and enrolled in a Program, (d) who is eligible to study in Canada under Canada's immigration laws, (e) who has fully paid the Tuition and Other General and Service Fees applicable to the Program in that semester, **and** (f) who remains enrolled in the Program beyond the last day that students may withdraw from the Program with a refund (each a "**Student**" and collectively "**Students**").
 - b) A commission of 15% of Tuition for Programs completed per Section 3.1(a) above will be paid for the first two (2) semesters of study for each Student who is enrolled in the Program.
 - c) The Agent will provide a list of Students (including Last Name, First Name, Portage College Student ID, and Date of Birth) for verification and calculation of Commissions by Portage College (the "**List**"). The List will be sent to Portage College within 30 days of the Program start date, following which Portage College shall verify or note any deficiencies in the List to the Agent within 30 days of receipt of the List. Following verification or deficiency correction (as applicable), the Agent shall furnish an invoice to Portage College for Commissions, which shall be payable within thirty (30) days of their receipt by Portage College.
- 3.2. All Commissions shall be inclusive of all Goods and Services Taxes (GST) and all other local and foreign taxes.
- 3.3. If Portage College provides a Tuition refund to a Student for a Program, the Agent shall forthwith reimburse Portage College for any Commissions paid to the Agent with respect to said Student (a "**Reimbursement**"). Furthermore and without limiting the Agent's obligation to pay a Reimbursement, Portage College may deduct and set-off some or all of any Reimbursement against Commissions payable to the Agent.

- 3.4. All invoiced Commissions are due net-30 days from the invoice date. Overdue amounts not subject to a good faith dispute may incur interest charges at a maximum rate of 1.5% per month or 19.56% APR. Subject to a Reimbursement, all amounts paid are non-refundable unless explicitly stated otherwise. Portage College is responsible for providing complete and accurate billing and contact information to the Agent and notifying the Agent of any changes to such information.
- 3.5. If Portage College wishes to raise a good faith dispute with respect to an invoice, it must do so within fifteen (15) days of its receipt of an invoice by notifying the Agent thereof. In such a case, Portage College and the Agent will work cooperatively in good faith to resolve the dispute.

4. Responsibilities of Agent

- 4.1. The Agent shall:
- a) refer Prospective Students who are suited for the Programs offered through Portage College;
 - b) promptly deliver to Portage College all applications received from Prospective Students;
 - c) ensure that English language proficiency testing of Prospective Students is carried out in accordance with the Portage College Admission Policy;
 - d) respect all existing deadlines and administrative procedures of Portage College as set out in Portage College's published materials, including without limitation its course calendars; and
 - e) accurately represent to Prospective Students the amounts of Tuition and Other General and Service Fees.
- 4.2. The Agent may retain Recruitment Partners to fulfill its obligations under this Agreement, provided always that the Agent's retention of a Recruitment Partner shall not relieve the Agent of any obligations to Portage College under this Agreement.
- 4.3. The Agent shall not:
- a) make any guarantees or representations whatsoever to Prospective Students regarding: (i) their acceptance into a Program; (i) whether they will be granted a student visa; (ii) employment during, or following, the completion of any Programs; (iii) the likelihood of awards of financial aid or scholarships
 - b) enter into any contractual arrangements on behalf of Portage College;
 - c) take any action which would result in Portage College's non-compliance with any law;
 - d) engage in false or misleading advertising or recruitment practices;

- e) make any false or misleading comparisons between Portage College and any other education institution;
- f) accept or hold any Tuition or Other General and Service Fees; or
- g) publish any Materials whatsoever unless first approved in writing by Portage College.

5. Responsibilities of Portage College

5.1. Portage College shall:

- a) be solely responsible for the review, evaluation and acceptance of applications for the Programs received from the Agent and for notifying Prospective Students of their acceptance into the Programs;
- b) provide the Agent with admissions requirements and timelines (including any general or country specific academic requirements and requirements and timelines for transfer students), English proficiency requirements and/or additional requirements such as resume/CV, statement of purpose, portfolio and/or reference requirements, details of Programs, Tuition and Other General and Service Fees details, any related promotional Materials, opening and closing dates for programs, letter-of-acceptance turn-around times, online academic calendar, available spaces in the Programs, any additional key information for Prospective Students and other Materials necessary to perform the recruitment services and as otherwise may be reasonably requested by the Agent;
- c) make reasonable efforts to provide the Agent with updates and/or changes to Program admission requirements;
- d) acknowledge receipt of applications from Prospective Students;
- e) make reasonable efforts to process applications of Prospective Students in respect of whom the Agent has provided recruitment services and issue a letter of offer/rejection within a reasonable time of Portage College's receipt of such application; and
- f) provide a single point of contact to the Agent for each of the following functional areas: (i) admissions; (ii) finance/commissions; (iii) Program requirements; and (iv) Program information and Materials.

6. Representations and Warranties

6.1. The Agent represents and warrants to Portage College, and acknowledges that Portage College is relying on such representations and warranties in entering into this Agreement, that:

- a) the Agent has the legal capacity and authority to enter into this Agreement and to perform all of its obligations hereunder;

- b) this Agreement has been duly authorized and executed by the Agent and is a legally binding agreement enforceable against the Agent;
- c) the Agent has the requisite skills, knowledge, resources, licenses and permits required to carry out its obligations hereunder and shall conduct itself in accordance with the business and ethical standards customary to the industry and in full compliance with all applicable statutes, laws, and regulations governing the Agent;
- d) any Recruitment Partners retained by the Agent are bound by enforceable confidentiality agreements containing terms at least as restrictive as those found in Section 8 herein;

7. Indemnity

- 7.1. The Agent forever releases and will indemnify and save harmless Portage College, its directors, officers, employees, students and agents from and against any and all demands, actions, suits, damages, costs, expenses, liabilities or fees whatsoever, including, without limitation, legal fees and disbursements on a solicitor and own client basis, that Portage College, or any of them, or anyone else may incur, suffer or allege by reason of the Agent's breach of this Agreement, or the inaccuracy of any representations or warranties of the Agent herein, or any other act or omission of the Agent, its directors, officers, employees, Recruitment Partners, agents, contractors or sub-contractors.

8. Confidentiality

- 8.1. "**Confidential Information**" means all confidential information of Portage College or the Agent or any of their licensors, customers, employees or other service providers that has acquired knowledge in connection with or as a result of entering into this Agreement, including without limitation, industry data and information concerning the past, present or future customers, suppliers, technologies, systems, products, strategies, business models or processes. Confidential Information does not include any information that: (i) is or becomes generally available to the public; (ii) is or becomes available on a non-confidential basis from a third-party source; (iii) was in a party's possession prior to entering into this Agreement (iv) was or is independently developed without using any Confidential Information; or (v) is subject to applicable freedom of information or other legislation which requires public disclosure, only when and to the limited extent that disclosure is required under such laws.
- 8.2. Portage College and the Agent shall: (i) protect and safeguard the confidentiality of the Confidential Information with at least the same degree of care as they would protect their own confidential information, and in no event with less than a commercially reasonable degree of care.
- 8.3. If Portage College or the Agent becomes aware of any disclosure, loss of or

unauthorized access to Confidential Information, they shall promptly notify the other party.

- 8.4. If Portage College or the Agent are required by applicable law or legal process to disclose any Confidential Information, it shall, prior to making such disclosure, use commercially reasonable efforts to notify the other party of such requirements.
- 8.5. Portage College and the Agent each acknowledge that they would each be irreparably harmed if Confidential Information is disclosed. Therefore, each agrees that either shall be entitled to seek injunctive relief against any actual or threatened breaches of the confidentiality obligations herein without the necessity of showing actual damages or showing that monetary damages would not afford an adequate remedy.
- 8.6. On expiry or termination of this Agreement, each party shall promptly securely destroy or deliver to the other party all Confidential Information, except to the extent required to comply with applicable law.
- 8.7. Unless otherwise specified in this Agreement, any information relating to Prospective Students shall be processed by the Agent in accordance with its applicable privacy policies and procedures and legal and regulatory obligations under applicable laws.
- 8.8. The Agent acknowledges that Portage College is subject to the *Freedom of Information and Protection of Privacy Act* of Alberta ("FOIP"). The Agent agrees that it will perform its obligations under this Agreement in accordance with FOIP.

9. Term and Termination

- 9.1. This Agreement will commence on the Effective Date and continue for 2 years thereafter, following which the term shall automatically renew for additional one (1) year periods until terminated as set out below (the "Term").
- 9.2. Portage College or the Agent may terminate this Agreement for any reason upon providing at least ninety (90) days written notice to the other party.
- 9.3. Portage College or the Agent may terminate this Agreement immediately for cause on providing ten (10) days written notice to the other party of a material breach of any obligation in this Agreement.
- 9.4. Portage College or the Agent may terminate this Agreement immediately if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation, or assignment for the benefit of creditors.

- 9.5. Upon receipt of a notice of termination:
- a) The Agent will cease to refer, recruit, or submit applications on behalf of any new Prospective Students; and
 - b) The Agent will continue to assist any existing Prospective Students to complete the application process for previously submitted applications.
- 9.6. Upon termination of the Agreement, the Agent will provide a list of Students to Portage College for (i) any Commission payments that are outstanding at the date of termination and (ii) any Commission payments which, but for the termination, would have otherwise become due.
- 9.7. Portage College shall have no liability to the Agent arising from the termination of this Agreement.

10. Limitation of Liability

- 10.1. Portage College shall not have any liability arising out of or in connection with this Agreement or the services provided hereunder for any loss of profits, loss of revenues, loss of opportunity, loss of use, loss of data, loss of business or loss of goodwill, or for any fines or penalties, or for any indirect, special, incidental, consequential, cover, business interruption or punitive damages, whether an action is based in contract, tort, negligence, strict liability or any other legal theory, even either have been advised of the possibility of such damages.
- 10.2. Any claim by the Agent against Portage College in connection with this Agreement must be made within two (2) years of the event giving rise to the claim.

11. Intellectual Property

- 11.1. Subject to the terms and conditions of this Agreement, Portage College grants the Agent, during the term of this Agreement: (i) a non-exclusive and revocable license to use, reproduce and display Portage College's trademarks and logos and enable the Agent's employees and Recruitment Partners to use such trademarks solely for the purposes of providing the services hereunder and promotional Materials, and in accordance with any guidelines provided by Portage College and (ii) access and use the Program information containing the trademarks. At Portage College's written request, the Agent shall promptly modify or remove any of Portage College's trademarks.
- 11.2. Nothing in this Agreement shall affect Portage College's and the Agent's ownership of and rights to its respective intellectual property. Portage College and the Agent each acknowledge and agree that it does not acquire any intellectual property or other proprietary rights under this Agreement, including any right, title or interest in and to patents, copyrights, trademarks, industrial designs, confidential information, or trade secrets, whether registered or

unregistered, relating to the intellectual property of the other party, its affiliates and their respective licensors, other than as expressly set out in this Agreement.

- 11.3. Portage College and the Agent may collect and use data, information, or insights for its business purposes, including industry analysis, benchmarking, analytics, marketing, training, and improving and developing its products and services. Portage College and the Agent will anonymize and disclose such usage data in aggregate form only in a manner that does not identify Portage College and the Agent confidential information.

12. General

- 12.1. This Agreement shall enure to the benefit of the Portage College and the Agent and be binding on their respective successors, administrators and permitted assignees.
- 12.2. The Agent may not assign this Agreement, or any of its rights, responsibilities, or obligations under this Agreement, without the prior written consent of Portage College.
- 12.3. Whenever the singular is used it is deemed to include the plural and when one gender is used, it shall include all genders, as the context may require.
- 12.4. This Agreement encompasses the entire agreement between the parties and supersedes all previous understandings and agreements, whether oral or written. This Agreement may only be amended by an instrument in writing signed by both parties hereto.
- 12.5. The remedies under this Agreement are cumulative and may be exercised independently or in combination with others. No remedy is exclusive or dependent on any other remedy. The specifying or use of a remedy under this Agreement does not limit rights to use other remedies available at law generally.
- 12.6. If any section or part of a section of this Agreement is found to be illegal or unenforceable, then that section or part of section will be considered separate and severable, and the remaining parts or sections will not be affected and will be enforceable to the fullest extent permitted by law.
- 12.7. The waiver by a party of a default under this Agreement is not a waiver of any subsequent default. No obligation or term of this Agreement will be considered to have been waived by a party unless the waiver is in writing. The failure of any party to exercise any right, power or option given to it in this Agreement, or to insist upon the strict compliance with any of its terms or conditions, shall not constitute a waiver of any provision of this Agreement.
- 12.8. Force Majeure. Neither Portage College or the Agent will be liable to the other for any failure or delay to perform under this Master Agreement if such failure or

delay is caused by an event beyond its reasonable control, including, for example, an act of God, act of government, flood, fire, earthquake, civil unrest, act of terror, strike or other labor problem, Internet service provider failure or delay or denial of service attack.

- 12.9. This Agreement may be executed in two or more counterparts, electronic or otherwise, each of which when so executed and delivered shall be deemed for all purposes an original, but all such counterparts shall constitute one and the same agreement
- 12.10. Any notice required to be given by either party will be deemed to be properly delivered if delivered in writing by registered mail or email at the following address:

To Portage College:

9531 94 Ave
Lac La Biche, AB
T0A 2C0
Email:

To Agent: Sia Immigration Solutions Inc.

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

Email: apps@siaimmigration.com

IN WITNESS WHEREOF the Portage College and the Agent have duly executed this Agreement.

Portage College

Per: _____

Agent: Sia Immigration Solutions Inc.

Manpreet Joshi

Per: _____