



AGENT AGREEMENT

06/20/2025

This agreement forms the basis of the working relationship between Excel Career College and its approved representatives and agents.

The purpose of this agreement is to allow agents/representatives to enrol genuine students into Excel Career College programs and receive a consulting / commission fee and other bonuses that may be agreed upon in writing by Excel Career College.

LAW AND JURISDICTION

This agreement shall be governed by and be construed in accordance with the laws of the Government of Canada, and the Province of British Columbia, without regard to conflict of laws principles that would require the application of the laws of another jurisdiction. The Parties irrevocably submit to the jurisdiction of the courts of the Province British Columbia and Canada.



THIS EDUCATIONAL AGENCY AGREEMENT (this “**Agreement**”) is made as of June 20th, 2025, by and between:

Excel Career College (EXCEL), whose registered head office is located at 9850 King George Blvd #130, Surrey, BC V3T 0P9, hereafter known as

(“**Excel**”)

-And-

Sia Immigration Solutions Inc. **whose registered office is located at #301 246, 2nd Ave Kamloops BC, V2C 2C9.**

(Agent / Representative: Hereafter known as “**AGENT**” and together with “Excel”, collectively, the “**Parties**” and each a “**Party**”)

Agency Legal Name	Sia Immigration Solutions Inc
Prop Director or Legal Entity	Manpreet Joshi
Company registration in your country	Canada, BC
Contact Person	Manpreet Joshi
Registered Organization Address	#301 246, 2nd Ave Kamloops BC, V2C 2C9.
Telephone	+1 604-786-1214
Email	mkj@siaimmigration.com



WHEREAS:

- (A) Excel is an independent college accredited by the Province of BC.
- (B) The Agent is a recognized, licensed and incorporated business providing educational consultancy services to prospective students and recruiting students for educational programs.
- (C) The Parties have indicated it is their intention to collaborate in the recruitment of students for the Programs.
- (D) Excel wishes to retain the Agent on a non-exclusive basis to provide, and the Agent wishes to provide to Excel the Services (as defined herein).

NOW THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. BACKGROUND

- 1.1. EXCEL CAREER COLLEGE is a private College.
- 1.2. The purpose of this agreement is to allow agents/representatives /recruiters to enrol eligible students into EXCEL CAREER COLLEGE programs and receive a consulting/commission fee and/or other bonuses that may be agreed upon in writing by EXCEL CAREER COLLEGE.
- 1.3. The AGENT must make itself aware of the conditions and requirements of Immigration, Refugees and Citizenship Canada (IRCC) as they are related to International Student recruitment, study permits or related international education conditions and comply with those requirements.

2. APPOINTMENT

- 2.1. Excel appoints the Agent to act as a non-exclusive agent of Excel in the location of Canada for student recruitment with respect to the Programs and to provide such services associated therewith and as contemplated herein in accordance with the terms and conditions of this agreement (the "Services").
- 2.2. The Agent accepts Excel's appointment and shall, during the term of this agreement, provide the Services in the Territory.

3. EXCLUSIVITY

- 3.1. For clarity, the Agent's appointment under this agreement is on a non-exclusive basis, and the Agent shall be free to provide its services to third parties during the term of this agreement provided that the Agent shall not provide such services in a manner that is inconsistent with any of the provisions herein.



4. TERM

- 4.1. This agreement shall come into force on the day first written above and shall continue in force and effect for an initial period of Eighteen (18) months (the “Initial Term”) unless otherwise terminated pursuant to Section 13.
- 4.2. Upon the expiry of the Initial Term, the Parties agree that with his agreement shall be renewed upon review with the same terms and conditions stipulated herein for successive terms of twelve (12) months, unless written notice is provided thirty (30) days prior to the renewal by one Party to the other indicating that it does not wish for the agreement to renew.

5. REPRESENTATIONS AND WARRANTIES

5.1. The Agent represents and warrants to EXCEL that:

- (a) it has the power and capacity to enter into this agreement and, if the Agent is a corporation, the execution, delivery and performance by the Agent of this Agreement has been duly authorized by all requisite corporate action on the part of the Agent and performance of the

Services or the obligations hereunder will not:

- (i) violate or conflict with the articles of incorporation, by-laws or any unanimous shareholder agreement of the Agent;
 - (ii) violate or conflict with any judgment, order, decree, statute, law, ordinance, rule or regulation applicable to the Agent; or
 - (iii) conflict with, or result in (with or without notice or lapse of time or both) any violation of, or default under, or give rise to a right of termination, acceleration or modification of any obligation or loss of any benefit under any contract or other instrument to which the Agent is a party;
- (b) no consent, approval, waiver or authorization is required to be obtained by the Agent from any Person (including any governmental authority) in connection with the execution, delivery and performance of this agreement;
- (c) at all times provide the Services in good faith and with fairness, consideration and objectivity and in a professional manner;
- (d) at all times, it shall perform the Services using personnel of required skill, experience, and qualifications, and in a professional and workman like manner in accordance with best industry standards for similar services;
- (e) it shall devote adequate resources to meet its obligations under this agreement;
- (f) it shall not make any payments for or on behalf of any prospective student;



- (g) it is in compliance with and shall perform the Services in compliance with, all applicable policies, laws, rules, regulations, and codes, including without limitation, the rules, regulations and policies of EXCEL, in force and as amended from time to time including, without limitation, the Code of Conduct for Educational Agents and the marketing guidelines contained therein, the Refund Policy (the “**Policies**);
- (h) as of the date hereof, there are no pending or, to the Agent’s knowledge, threatened claims, litigation, or other proceedings pending against the Agent by any third party which would impact the performance of the Agent's obligations under this agreement;and
- (i) the Services will be in conformity in all respects with all requirements or specifications stated in this agreement and any other specifications and requirements provided by EXCEL to the Agent.

6. AGENT’S OBLIGATIONS AND COVENANTS

6.1. The Agent shall (and the Services shall include):

- (j) actively promote the Programs to prospective students, utilizing local knowledge of studentneeds and market trends, and with specific regard to individual student needs, background and academic and career aspirations
- (k) assist prospective students to make an informed choice regarding a program of study and aid with the formal requirements involved in applying for admission to the Programs;
- (l) explain and ensure prospective students read, understand, and agree with all the terms of the student contract, including without limitation, the Refund Policy;
- (m) take responsibility to ensure that the student contract was signed by the prospective studentand not the prospective student's Agent or any other representatives;
- (n) provide the link to prospective students where they may submit an online application form together with other appropriate documentation listed therein;
- (o) inform the prospective student that if the prospective student submits any false statementsor documents such as passports, identification documents, transcripts, diplomas, certificates, test scores, references, résumés, or the applications themselves, which are forged, fraudulent, altered from the original, materially incomplete, obtained under false pretences,or otherwise deceptive in support of an application for admission, the application willcancel immediately, any payments shall be forfeited by the prospective student, and the prospective student will be accountable for any costs incurred by Excel for such actions;
- (p) provide prospective students with independent and truthful advice with respect to Excel, thePrograms, travel to their country and campus of study (including any immigration and visa requirements) and cost of living information;



- (q) maintain complete and accurate records relating to the provision of the Services under this agreement, including without limitation records of its correspondence and consultation with prospective students, for inspection by or on behalf of EXCEL during the term of this agreement and for three (3) years after any expiration or termination; and
- (r) inform EXCEL of market developments and emerging trends in student demand preferences.

7. EXCEL'S OBLIGATIONS AND COVENANTS

7.1.1. Excel shall:

- (s) At all times, act in good faith and with fairness, consideration and objectivity.
- (t) Provide the Agent with training and information about the Programs, admissions criteria and any updates thereof or related materials thereto; and
- (u) provide reasonably sufficient promotional material for the Agent to meet its obligations.

8. ASSIGNMENT AND SUB-AGENTS

- 8.1. The Agent is not permitted to delegate its rights, responsibilities or obligations under this agreement without the prior written consent of Excel, which may not be unreasonably withheld. Any purported assignment or delegation in violation of this Section is null and void. No permitted assignment or delegation relieves the Agent of any of its obligations under this agreement.
- 8.2. All agreements between the Agent and any sub-agent must be first approved by Excel in writing, which may not be unreasonably withheld.
- 8.3. When appointing any sub-agents, the Agent must take care to ensure: (i) the sub-agents have read and abide by the policies; and (ii) are suitably skilled, experienced, and qualified to perform the Services. It is acknowledged and agreed by the Agent that any breach by a sub-agent of this agreement or the Policies shall constitute a breach of this agreement by the Agent, and the Agent shall be held accountable for any costs associated with such breach.
- 8.4. Nothing herein shall be construed to establish a contractual relationship between Excel and any sub-agents.

9. FINANCIAL ARRANGEMENTS

- 9.1. In consideration for providing the Services, Excel shall pay to the Agent commission in accordance with Schedule 1 annexed hereto (the "**Commission**"), subject to the terms and conditions herein.
- 9.2. The Agent shall provide Excel with an invoice 30 days after the commencement of



program, accompanied by a statement of the names, student numbers, program of study and fees paid in respect of students recruited by the Agent (the “Invoice”).

- 9.3. All Commission payments shall be in respect of fees actually paid by students and received (in cleared funds) by Excel, net of any refunds and inclusive of value-added tax or any other similar tax or levy.
- 9.4. Upon receipt and verification of the Invoice, Excel shall pay the Agent any Commission sums due in respect of monies actually paid by students recruited by the Agent within 30 days of receipt of the Invoice (or such other time frame as may be agreed to in writing by the Parties).

10. MARKETING MATERIALS AND THE MARKETING GUIDELINES

- 10.1. The Agent shall be solely responsible for all operational and marketing expenses.
- 10.2. All marketing communications bearing Excel’s name, logos, associated marks, and/or the name, logos and associated marks of its programs, partners, students, employers, directors and/or the program must be pre-approved by Excel prior to publication. Marketing communications include public announcements, press releases, websites, prospectuses, brochures, advertising, and any other communications available either to the general public or to any third party or otherwise.
- 10.3. If the material submitted for approval is not in English, EXCEL will require an English translation.

11. LANGUAGE

- 11.1. This agreement is drafted in the English language. If this agreement is translated into any other language, the English language text shall prevail.
- 11.2. Any notice given under or in connection with this agreement shall be in the English language.

12. NO PARTNERSHIP OR THE AGENT

- 12.1. The Agent is and shall remain at all times an independent agent and not an employee of EXCEL. Nothing in this Agreement shall be construed to create any association, partnership, joint venture, fiduciary or employment relationship between the Parties, for any purpose, and neither Party has the authority to contract for or bind the other Party in any manner whatsoever.
- 12.2. Without limiting Section 12.1, the Agent and the Agent’s personnel or sub-agent shall not be eligible to participate in any benefit or compensation plans offered by EXCEL to its employees if such plans exist, including, without limitation, any payments under



any employment standards legislation.

- 12.3. EXCEL shall have no liability or responsibility for withholding or remitting any income, payroll, or other federal or provincial taxes, including employment insurance remittances, Canada Pension Plan contributions or employer health tax, or worker's compensation insurance premiums for the

Agent and the Agent's personnel or sub-agent. The Agent is responsible for these withholding, remitting and registration obligations, and shall indemnify EXCEL from and against any order, penalty, interest, taxes or contributions that may be assessed against EXCEL due to the failure or delay of the Agent to make any such withholdings, remittances or registration, or to file any information required by any law.

- 12.4. The Agent shall be fully responsible for the Agent's personnel or sub-agent and shall indemnify Excel against any claims made by or on behalf of any of the Agent's personnel or sub-agent, including, without limitation, any claim for unpaid wages, overtime, vacation pay, or any other claim under employment standards legislation, reasonable notice of termination, or any other claim whether arising pursuant to contract, statute, common law or otherwise. This Section shall survive the termination of this agreement and remain binding on the Agent.

13. TERMINATION

- 13.1. Any Party may terminate this agreement at any time by giving the other Party at least thirty (30) days written notice.

- 13.2. EXCEL may immediately terminate this agreement at any time and without notice to the Agent, acting in its sole discretion, if the Agent:

13.2.1. breaches any of the terms of this agreement in such a manner as to reasonably justify the opinion that the Agent's conduct is inconsistent with it having the intention or ability to give effect to the terms of this agreement;

13.2.2. suspends, or threatens to suspend, payment of its debts, or is unable to pay its debts as they fall due or admits inability to pay its debts;

13.2.3. commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors;

13.2.4. files a petition, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up or restructuring of the Agent;

13.2.5. is the subject of a bankruptcy petition or order or files an application, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the other Party (being a company);

13.2.6. acts in a manner which, in the opinion of EXCEL, is inconsistent with EXCEL's best



interests;

13.2.7. suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business or sells its business, whether by share or asset sale; and/or

13.2.8. is an individual and dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his or her own affairs or becomes a patient under any mental health legislation.

13.3. Without prejudice to any rights under this agreement or any other applicable rights or remedies, any Party may terminate this agreement with notice to the other Party (the “**Breaching Party**”) if the Breaching Party is in breach of its representations, warranties, obligations or covenants under this agreement, and if the breach is capable of remedy, the Breaching Party has failed to remedy the breach within fourteen (14) days of receiving written notice from the other Party notifying it of the breach and demanding its remedy.

14. CONSEQUENCES OF TERMINATION

14.1. Other than as set out in this agreement, neither Party shall have any further obligation to the other under this agreement after its termination.

14.2. Upon termination of this agreement, the Agent must cease the Services and all recruitment activities on behalf of EXCEL and must not hold itself out to be associated with EXCEL.

14.3. This Section and Section 15 and Section 16 shall survive termination of this agreement and remain in full force and effect along with any provision of this Agreement which expressly or by implication is intended to come into or continue in force on or after the termination of this agreement shall remain in full force and effect.

14.4. Termination of this Agreement, for any reason, shall not affect the accrued rights, remedies, obligations or liabilities of the parties existing at termination.

15. INDEMNITY

15.1. The Agent shall defend, indemnify, and hold harmless EXCEL, its parent company, subsidiaries, affiliates, successors, or assigns, Group and their respective directors, officers, shareholders, employees, representatives, and EXCEL’s customers (collectively, “**Indemnitees**”) from and against any and all loss, injury, death, damage, liability, claim, deficiency, action, judgment, interest, award, penalty, fine, cost, or expense, including reasonable legal and professional fees and costs, and the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers (collectively, “**Losses**”) arising out of or related to the Services or the Agent’s negligence, willful misconduct, or breach of this agreement.



The Agent shall not enter into any settlement without EXCEL's or Indemnitee's (as applicable) prior written consent.

- 15.2. In the event of any proceeding, litigation, investigation, or other proceedings by any regulatory entity against EXCEL relating to materials prepared by the Agent, the Agent shall provide all requested assistance to EXCEL in preparing its defence.
- 15.3. The Agent shall, at its expense, defend, indemnify, and hold harmless EXCEL and any Indemnitee against any and all Losses arising out of or related to any claim that any of the Services or Excel's or any Indemnitee's receipt or use thereof infringes or misappropriates any rights of a prospective student or third Party. In no event shall the Agent enter into any settlement without EXCEL's prior written consent.

16. CONFIDENTIALITY AND DATA PROTECTION

- 16.1. **Definition of Confidential Information:** "Confidential Information" shall mean any and all non-public information, including but not limited to student records, financial data, operational procedures, marketing strategies, and any other proprietary information, disclosed by the College to Agent for the purposes of this agreement.
- 16.2. **Obligations:** The Agent agrees to maintain the confidentiality of all Confidential Information received from the College and shall not disclose such information to any third party without the prior written consent of the College, except as required by law.
- 16.3. **Use of Confidential Information:** The Agent shall only use the Confidential Information for the purposes of providing services to the College as outlined in this agreement and shall not use such information for any other purpose without the prior written consent of the College.
- 16.4. **Protection of Confidential Information:** The Agent agrees to implement reasonable measures to protect the confidentiality of the Confidential Information, including but not limited to maintaining secure data storage and restricting access to authorized personnel only.
- 16.5. **Return of Confidential Information:** Upon termination or expiration of this agreement, or upon the request of the College, the Agent shall promptly return or destroy all Confidential Information received from the College, including any copies or reproductions thereof, and provide written certification of such return or destruction.

17. MISCELLANEOUS

- 17.1. This agreement, including all schedules, together with any documents incorporated herein by reference, constitutes the sole and entire agreement of the Parties with



respect to the subject matter of this agreement and supersedes all prior and contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral, with respect to such subject matter. The terms of this agreement prevail over any terms and conditions contained in any other documentation and expressly exclude any of the Agent's standard terms and conditions or any other document issued by the Agent under this agreement.

- 17.2. The headings in this agreement are for reference only and shall not affect the interpretation of this agreement.
- 17.3. The schedules attached hereto form an integral part of this agreement and are incorporated herein by reference.
- 17.4. This agreement may only be amended or modified in writing that specifically states that it amends this Agreement and is signed by an authorized representative of each Party.
- 17.5. Any notice or other communication required to be given to a Party under or in connection with this agreement shall be in writing and shall be delivered by hand or sent by pre-paid first-class post or other next working day delivery service providing proof of postage, at its registered office (if a company) or (in any other case) its principal place of business, or sent by fax to the other Party's main fax number. Notices sent in accordance with this Section will be deemed effectively given: (a) when received, if delivered by hand, with signed confirmation of receipt; (b) when received, if sent by a nationally recognized overnight courier, signature required; (c) when sent, if by facsimile (in each case, with confirmation of transmission) if sent during the addressee's normal business hours, and on the next business day if sent after the addressee's normal business hours; and (d) on the third day after the date mailed by certified or registered mail by the Canada Post Corporation, return receipt requested, postage prepaid.
- 17.6. No person other than a Party to this agreement shall have any rights to enforce any term of this agreement.
- 17.7. No waiver by any Party of any of the provisions of this agreement shall be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this agreement, no failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise



thereof or the exercise of any other right, remedy, power, or privilege. The rights and remedies under this agreement are cumulative and are in addition to and not in substitution for any other rights and remedies available at law or in equity or otherwise.

- 17.8. This agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this agreement delivered by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this agreement.
- 17.9. This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of the Province of British Columbia and the federal laws of Canada. The Parties irrevocably agree that the courts of British Columbia shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

THIS EDUCATIONAL AGENCY AGREEMENT has been executed by each of the undersigned as of the date first written above.

By: Excel Career College

Name: Sukhmani

Title: Administrative Manager

Signature: 

By: Sia Immigration Solutions Inc

Name: Manpreet Joshi

Title: Director

Signature: 



SCHEDULE 1 COMMISSION TERMS, RATES AND REQUIREMENTS

It is hereby agreed that EXCEL will pay to AGENT for every student that the AGENT enrolls into one of EXCEL programs.

- 1.1 EXCEL forms are signed, completed, and delivered to EXCEL offices.
- 1.2 AGENT will not be regarded as having recruited the student under this agreement unless AGENT submits the student's application for enrollment and that application also bears the agent's name and signature. If EXCEL receives the application directly from the student, the agent cannot add their name to the application, and the commission will not be payable.
- 1.3 It is the responsibility of the AGENT to ensure that they quote prices from the current tuition fee structure.
- 1.4 AGENT cannot promise or imply that EXCEL will offer a prospective student employment as a result of completing an EXCEL program.
suspension or withdrawal of our college's licenses to operate under the Education Services Act and Regulations.
It is the responsibility of the Agent to ensure that outstanding fees by any of their clients are paid on time to the college.
- 1.5 To assist students with application, processing and visa applications where applicable and legal, and ensure students understand program requirements and outcomes.
- 1.6 To ensure students read, understand and sign the refund policy and student handbook of EXCEL.

Commission Structure for Pharmacy Assistant short-term course (CAD):

Gross: \$1490.00

Commission: \$490.00

Net to Excel: \$1000.00

* No commissions are paid for Students who withdraw, do not register or do not pay their tuition fees in full