

WhatCollege Recruitment Partner Agreement

This partnership agreement (the "Agreement") is made between You, hereinafter referred to as the recruiter (the "Agent", "Recruiter", "Recruitment Partner", "you"), and FirstPoint International Limited, hereinafter referred to as WhatCollege ("WhatCollege", "WhatCollege.com", "us", "we", "our"), with respect to the recruitment of international Students who are interested in applying for admission to WhatCollege Partners and use of the WhatCollege Platform (the "platform").

By agreeing to engage in services provided by Us, or use of Our platform, You agree to be bound by the terms and conditions of this Agreement. If you do not accept and agree to these terms, terminate your use of our platform, and inform us in writing expressing your willingness to terminate this agreement.

1. Definitions

In these Terms and Conditions:

- a) "**Agreement**" has the meaning set out in the first paragraph of these Terms and Conditions.
- b) "**Applicable Law**" means any domestic or foreign law, rule, statute, subordinate legislation, regulation, by-law, order, ordinance, protocol, code, guideline, treaty, policy, notice, direction or judicial, arbitral, administrative, ministerial or departmental judgment, award, decree, treaty, directive, or other requirement or guideline published or in force at any time during the Term which applies to or is otherwise intended to govern or regulate any person (including any Party), property, transaction, activity, event or other matter, including any rule, order, judgment, directive or other requirement or guideline issued by any Governmental or Regulatory Authority.
- c) "**WhatCollege Partner**" means any institution, companies, organizations, associations, or individuals that have entered into an agreement with WhatCollege to use or promote WhatCollege Services, or to enable their employees or Students to use or promote WhatCollege Services.
- d) "**WhatCollege Platform**" means the WhatCollege dashboard, website, and the WhatCollege Services, as modified from time to time.
- e) "**WhatCollege Services**" means WhatCollege's business of providing Students with the ability to investigate the process of becoming a Student at certain WhatCollege Partners (including by providing information respecting visa Applications and program information), and the ability to apply for admission to certain Programs of such institutions.
- f) "**Bribery Laws**" has the meaning set out in Section 8(a)(ix).
- g) "**Commission**" has the meaning set out in Section 12(a).
- h) "**Confidential Information**" means information considered confidential or proprietary by WhatCollege, including the WhatCollege Platform and Content, its business plan and strategy, any design, prototype, compilation of information, data, program, method, invention, license, technique or process, information relating to any WhatCollege service, WhatCollege's software, website and web platform, client and Student information, financial information, marketing information, intellectual property, business opportunities, or research and development.
- i) "**Contact**" means Recruiter's contacts, both existing and new, that are institutions, associations, or individuals to whom Recruiter promotes the WhatCollege Services in accordance with this Agreement.
- j) "**Content**" has the meaning set out in Section 2(b).
- k) "**Educational Records**" has the meaning set out in Section 10(b).
- l) "**Event of Default**" has the meaning set out in Section 20(b).
- m) "**Governmental or Regulatory Authority**" means any national, provincial, territorial, state, county, municipal,

quasi-governmental or self-regulatory department, authority, organization, agency, commission, board, tribunal, dispute settlement panel or body, bureau, official, minister, Crown corporation, or court or other law, rule or regulation-making entity having or purporting to have jurisdiction over WhatCollege, Recruiter, or any other person, property, transaction, activity, event or other matter related to this Agreement, including subdivisions and other entities created by, such entities.

- n) **"Initial Term"** has the meaning set out in Section 19.
- o) **"Party"** means each of WhatCollege and Recruiter, and **"Parties"** means WhatCollege and Recruiter collectively.
- p) **"Personal Information"** means information about an identifiable individual.
- q) **"Program"** means a study program, language programs, summer camps, including one of the academic programs or a program specifically designed to transition international Students (sometimes referred to as a pathway program), offered by the WhatCollege Partners.
- r) **"Public Official"** means any political party or political party official or candidate for office or any person: (a) holding a legislative, administrative, or judicial office; (b) employed or appointed by a Governmental or Regulatory Authority; or (c) employed or acting on behalf of an agency, department, corporation, board, commission, or enterprise that is controlled by a Governmental or Regulatory Authority.
- s) **"Recruiter"** means you, being the person agreeing to this Agreement, on your own behalf, or on behalf of any organization which you may represent.
- t) **"Recruitment Services"** has the meaning as described in Section 4.
- u) **"Renewal Term"** has the meaning set out in Section 19.
- v) **"Students"** means students that meet the criteria in these Terms and Conditions who have indicated a desire to become a student of an WhatCollege Partner in one of the countries in which WhatCollege Partners are located, and each one is a "Student".
- w) **"Term"** means the Initial Term and any Renewal Terms.
- x) **"Territory"** means the country of residence of Recruiter, unless otherwise agreed by WhatCollege.
- y) **"Trademarks"** has the meaning set out in Section 18(a).

2. Changes to Terms and Conditions and WhatCollege Website

- a) Except where prohibited by Applicable Law, WhatCollege reserves the right to change these Terms and Conditions at any time without notice. Your continued access to or use of the WhatCollege Platform after any changes to these Terms and Conditions indicates Recruiter's acceptance of such changes. It is Recruiter's responsibility to review these Terms and Conditions regularly.
- b) WhatCollege reserves the right to change any information, material, or content (including, pricing, features and availability of the WhatCollege Platform and WhatCollege Services) contained on or provided through the WhatCollege website (the "Content") at any time, and from time to time, without notice.

3. Use of the WhatCollege Website

As a condition of Recruiter's use of the WhatCollege Platform, Recruiter covenants, represents and warrants that: (a) Recruiter has reached the age of majority in Recruiter's jurisdiction of residence; (b) Recruiter possesses the legal authority to create a binding legal obligation; (c) Recruiter will use the WhatCollege Platform in accordance with these Terms and Conditions; (d) all information supplied by Recruiter to WhatCollege or the WhatCollege Platform is true, accurate, current and complete; and (e) if Recruiter is accessing or using the WhatCollege Services and WhatCollege Platform on behalf of another person or a corporate entity, that Recruiter has the authority to bind such person or entity to this Agreement.

4. Recruitment Services and Obligations

Subject to the restrictions in these Terms and Conditions, WhatCollege hereby engages Recruiter, on a non-exclusive basis, in the Territory, to be WhatCollege's representative during the Term and to perform the following services (the "Recruitment Services"):

- a) promote WhatCollege Partners and the Programs, to institutions, families and Students at seminars, fairs, meetings, through Recruiter's website and other media prepared by Recruiter, and any other appropriate opportunities, in each case, with integrity and accuracy;
- b) identify Students in an honest, ethical and responsible manner;
- c) recruit and assist in the recruitment of Students to enroll in Programs, including assisting Students to complete forms or applications for Programs;
- d) before the Student completes an application to an WhatCollege Partner, ensure that the Students are given accurate information about:
 - i. the WhatCollege Partners and their facilities, equipment and resources;
 - ii. the Programs;
 - iii. the WhatCollege Partners' relevant tuition and fees and refund requirements;
 - iv. living in Canada, the United States, United Kingdom or other applicable country, including information about campus location and costs of living;
 - v. the minimum level of language ability, educational qualifications and work experience required for acceptance into a Program;
 - vi. the fact that the Student has visa requirements that must be satisfied; and
 - vii. the fact that Students must have a primary purpose of studying and must study on a full-time study basis.
- e) ensure that Students submit complete applications for Programs, and all required supporting documentation, on or before the deadlines set by WhatCollege;
- f) obtain signed personal information consents from Students to allow Recruiter to share information with the WhatCollege Partners and WhatCollege and authorizing the Recruiter to deal with the WhatCollege Partner on behalf of the Student (Data Subject) (The WhatCollege Partners' specific consent document will be downloadable via the Student account);
- g) arrange for Students to take any relevant academic and language tests, and ensure such testing is performed with integrity and by qualified institutions;
- h) verify that all Students' degrees and transcripts are authentic by, at a minimum, physically reviewing all required documents in their original form or certified copies thereof;
- i) ensure that relevant fees and charges accompany Students' applications;
- j) collect and forward, within five days of receipt, all fees and charges payable to WhatCollege or WhatCollege Partners by Students;
- k) advise Students that they are required to provide WhatCollege with a physical address (that is not Recruiter's address);
- l) advise Students that they are required to provide WhatCollege with an email address (that is not Recruiter's email address);
- m) if a Student's visa application is refused, advise the Student that he or she is entitled to a refund of the Student's fees and obtain an address (not Recruiter's address) from such Student and forward such address to WhatCollege to enable WhatCollege to process the refund (The actual amount of a refund paid by an

WhatCollege Partner is not controlled by WhatCollege and is subject to each of the WhatCollege Partner's policies.);

- n) perform such other services and provide such reports or information as requested by WhatCollege, including tuition deposit receipts, copies of visas and any other information requested by WhatCollege;
- o) report to WhatCollege on Student activity and provide WhatCollege with market insights regarding the recruitment of Students in the Territory;
- p) be fully responsible for all acts of Recruiter's sub-agents or designees; and
- q) support WhatCollege's representatives, where required, to finalize Students' registrations for the Program;
- r) provide the offer document and visa document to the Student within 24 hours of receiving the offer documents;
- s) work proactively with WhatCollege to convert Students issued with offer documents to confirmation stage and hence to enrolment; and
- t) Recruiter will not contact WhatCollege Partner at any point without having written consent from WhatCollege.

5. Non-Exclusive Relationship; Change or Rejection of Recruiter

- a) Nothing herein will be construed as granting Recruiter any exclusive rights to perform the Recruitment Services set forth herein or otherwise to promote the WhatCollege Services.
- b) Recruiter acknowledges that WhatCollege is free to use other recruitment partners and resources to find and pursue sales opportunities, or to find and pursue sales opportunities directly.
- c) If a Student indicates that the Student intends to use a different recruiter in place of Recruiter, WhatCollege reserves the right to disqualify or replace a recruiter of record for any Students, at any time, which could mean that Recruiter could be rejected, disqualified or removed from the provision of the Recruitment Services for a Student.
- d) If a Student intends to use Recruiter in place of another recruiter, Recruiter should follow the policy and procedures provided by WhatCollege to change the recruiter of record for a Student. Recruiter can submit a recruiter of record transfer form at any time before a Student tuition deposit has been received by the WhatCollege Partner in the UK or before the Student accepts an offer in the United States. The complete policy and procedure that a Recruiter must follow can be found at <https://www.WhatCollege.com> and such policy and procedures may be updated from time-to-time by WhatCollege. WhatCollege may contact each Student directly or with Recruiter's assistance to confirm a change of recruiter.

6. WhatCollege Partners

Recruiter acknowledges and agrees that Recruiter is authorized only to represent WhatCollege under this Agreement as expressly authorized by WhatCollege, not any of WhatCollege Partners to which Students may apply through the WhatCollege Services, and must therefore: (a) not make any specific reference to WhatCollege Partners in providing the Recruitment Services, including by using the name, logo or other information respecting the WhatCollege Partners other than the name of the WhatCollege Partner in a manner approved by WhatCollege as a representative of WhatCollege; and (b) immediately forward to WhatCollege any orders or other requests received by Recruiter relating to the WhatCollege Services.

7. Fees for WhatCollege Services

- a) All applications for WhatCollege Services submitted by Recruiter on behalf of a Student will be subject to acceptance by WhatCollege (which acceptance may be made verbally). WhatCollege reserves the right to accept or reject any application, order, or request in its sole discretion.

- b) The prices and other terms of sale of the WhatCollege Services will be determined solely by WhatCollege.
- c) Recruiter has no authority to negotiate or finalize sales on behalf of WhatCollege (except in case-by- case situations where such authority is expressly granted by WhatCollege in writing in advance), or to accept any cancellation of orders or applications or otherwise represent WhatCollege except as specifically described in this Agreement.

8. Recruiter Representations and Warranties

- a) Recruiter covenants, represents, and warrants that Recruiter:
 - i. has the full power to enter into this Agreement and to perform Recruiter's obligations hereunder;
 - ii. has in place any necessary licenses and permissions to perform the Recruitment Services in the Territory;
 - iii. will comply with all Applicable Laws in the provision of the Recruitment Services and performing its obligations under this Agreement;
 - iv. will perform the Recruitment Services in a professional manner that reflects favourably at all times on the reputation of WhatCollege;
 - v. will not engage in deceptive, dishonest, misleading, illegal or unethical practices that might reasonably be detrimental to WhatCollege or the WhatCollege Services, including:
 - i. suggesting to Students that they can come to Canada or the United States, United Kingdom or other on a student visa with a primary purpose other than full time study;
 - ii. encouraging Students, who do not comply with academic, language or visa requirements,
 - iii. to submit applications;
 - iv. making any representations or offer any guarantees to Students about whether they will be granted a student visa;
 - v. submitting any false visa documentation;
 - vi. engaging in false or misleading advertising or recruitment statements; or
 - vii. making inaccurate claims of association with WhatCollege or with any WhatCollege Partners;
 - vi. will not make any representations, warranties or guarantees about WhatCollege, the WhatCollege Services, or any WhatCollege Partners available through the WhatCollege Services, unless expressly authorized in writing by WhatCollege, as applicable;
 - vii. will not use marketing and informational material unless provided by or approved by WhatCollege;
 - viii. is not and, if Recruiter is an entity, Recruiter's owners, directors, officers or principals, are not, a Public Official, and Recruiter will, and will promptly inform WhatCollege of any changes in this regard;
 - ix. is familiar with the Corruption of Foreign Public Officials Act (Canada), the Bribery Act 2010 (c.23) (England and Wales), and the Foreign Corrupt Practices Act (United States), as well as all other Applicable Laws in the United States, Canada and the Territory pertaining to anti- bribery and anti-corruption ("Bribery Laws");
 - x. will, at all times, comply with all Bribery Laws in carrying out Recruiter's obligations under this Agreement and will not take any action or fail to take any action that could cause WhatCollege to violate any Bribery Laws;
 - xi. will, at all times, comply with the Family Educational Rights and Privacy Act, 20 U.S.C. & 1232g, and its implementing regulations, 34 C.F.R. & Pt. 99;
 - xii. will, at all times, charge Students a reasonable fee for the services provided by Recruiter to such Students that is in accordance with industry standards in the Student's country of residency or where the Student has been recruited;
 - xiii. will not release or disclose the Educational Records of any Student without the express written authorization of the Student; and
 - xiv. will promptly respond in reasonable detail to any notice from any WhatCollege reasonably connected with the obligations of such Recruiter contained in this Section 8 and to furnish applicable documentary support for such response upon request from WhatCollege.
- b) RECRUITER COVENANTS, REPRESENTS AND WARRANTS THAT RECRUITER WILL NOT:
 - i. PROVIDE ANY IMMIGRATION OR VISA RELATED ADVICE, AT ANY STAGE OF AN APPLICATION OR PROCEEDING (INCLUDING PRIOR TO AN APPLICATION BEING MADE), TO STUDENTS UNLESS RECRUITER COMPLIES WITH APPLICABLE LAW IN THE COUNTRY TO WHICH THE STUDENT IS APPLYING AND, IF REQUIRED, BEING REGISTERED PURSUANT TO SUCH APPLICABLE LAW, INCLUDING, TO THE EXTENT APPLICABLE TO CANADIAN

RECRUITERS, COMPLYING WITH AN ACT TO AMEND THE IMMIGRATION AND REFUGEE PROTECTION ACT S.C. 2011, C.8, AS UPDATED OR AMENDED FROM TIME TO TIME, AND THE REGISTRATION REQUIREMENTS REFERRED TO THEREIN;

- ii. CHARGE A RELATED FEE OR OTHER CONSIDERATION TO STUDENTS FOR ANY IMMIGRATION OR VISA RELATED ADVICE UNLESS QUALIFIED UNDER APPLICABLE LAW; AND
- iii. WILL RE-DIRECT STUDENTS TO A REGISTERED ADVISOR.

9. Suspension; Preventative and Corrective Action

- a) If WhatCollege becomes aware that Recruiter has failed to comply with any of Recruiter's obligations or restrictions in this Agreement, including if WhatCollege becomes aware that Recruiter, an individual counsellor employed by Recruiter, sub-agent or a particular branch office or region of Recruiter has committed: (i) a material breach of this Agreement; or (ii) any Event of Default, WhatCollege reserves the right, in its discretion, to immediately: (A) suspend Recruiter's ability to use the WhatCollege Services and WhatCollege Platform; (B) put Recruiter on probation, for a period determined by WhatCollege; (iii) take immediate preventive and corrective action against Recruiter, an individual counsellor employed by Recruiter, sub-agent or a particular branch office or region of Recruiter, including in accordance with subsection.
- b) Without limiting WhatCollege's ability to terminate this Agreement in accordance with Section 20, if required by WhatCollege, Recruiter will participate in preventative and corrective action, including: perform or require that Recruiter, individual counsellors employed by Recruiter, sub-agents or a particular branch office or region of Recruiter attend Recruiter or WhatCollege training sessions; and review or require that such persons review all the documentation required to represent WhatCollege professionally at all times, as provided by WhatCollege.
- c) If Recruiter is suspended pursuant to Section 9(a) or this Agreement is terminated, for whatever reason, WhatCollege reserves the right, without limiting its other rights and remedies, to: (i) contact any of Recruiter's Students directly; (ii) notify WhatCollege Partners and publish a notice regarding Recruiter's suspension or termination. Recruiter will not be entitled to any Commission for any Student who is not, at the time, enrolled at an WhatCollege Partner.
- d) WhatCollege may suspend Recruiter's use of the WhatCollege Platform if Recruiter does not use the WhatCollege Platform.
- e) If a Recruiter is suspended for non-use of the WhatCollege Platform or commits a breach of this Agreement or other Event of Default, any Students listed under a Recruiter's profile will revert back to the common pool within the WhatCollege Platform, and if any Students also applied through another recruiter or directly to WhatCollege, in addition to Recruiter, such Students will be removed from Recruiter's dashboard of the WhatCollege Platform.
- f) During a period of suspension, a Recruiter: (i) cannot apply for new Students; (ii) cannot apply for new Programs for existing Students; (ii) can access all existing Students of Recruiter and respond to notes and other enquiries from such Students. A suspension does not mean Recruiter's account has been terminated. If suspended, Recruiter should contact Recruiter's WhatCollege account manager directly or Us.

10. Privacy

- a) How WhatCollege handles personal information is governed by WhatCollege's privacy policy accessible via: <https://www.WhatCollege.com/privacy-policy>
- b) Recruiter covenants, represents and warrants that: (i) as a necessary party enabling WhatCollege to carry out its obligations to the WhatCollege Partners, Recruiter and WhatCollege has a legitimate educational interest in access to the educational records and information (the "Educational Records") concerning Students; and (ii) in the United States Recruiter and may have access to such Educational Records subject to and in accordance with 34 C.F.R. 99.31(a)(1)(B).
- c) Notwithstanding Section 16(f), Recruiter will not disclose any Personal Information of Students other than in accordance with the performance of the Recruitment Services except with the permission of WhatCollege

- d) Recruiter will use organizational and technical measures to safeguard any personal information of Students in its possession and control.
- e) Recruiter will store, process, transmit and otherwise use all personal information of Students in compliance with Applicable Law, including laws applicable to privacy.
- f) Recruiter will not use personal information of Students for any reason other than for the performance of the Recruitment Services for the Students and for communicating with WhatCollege Partners and WhatCollege.
- g) Recruiter will immediately notify WhatCollege if it becomes aware of a security or privacy breach affecting the personal information of Students.

11. WhatCollege Obligations

- a) During the Term, WhatCollege will provide Recruiter with WhatCollege Services information, sales and other assistance as may reasonably be necessary for Recruiter to perform the Recruitment Services hereunder.
- b) From time to time, WhatCollege may provide written or electronic materials to Recruiter to aid in the performance of the Recruitment Services. Recruiter will use such materials only for the purpose of performing the Recruitment Services and specifically for the purposes specified by WhatCollege in relation to such materials, and will not copy, publish, modify, alter or otherwise improperly use such materials, including to represent the WhatCollege Services inaccurately or to provide to any competitor of WhatCollege.
- c) WhatCollege will duly process all completed applications received (but is under no obligation to accept any Students referred by Recruiter).
- d) WhatCollege may monitor and evaluate the activities of Recruiter, including performing regular face-to-face meetings, telephone correspondence, requesting reports detailing Student recruitment processes, progress and outcomes, in addition to requesting information regarding Recruiter's activities via Student and parent feedback.

12. Recruiter Commission; Return of Commission

- a) Subject to Recruiter's compliance with the terms of this Agreement, including the exclusions in Section 13 and the requirements in Section 15, in consideration for Recruiter's provision of the Recruitment Services, WhatCollege will pay a commission for any Student that Recruiter successfully recruits in a calendar year, based on the estimated commission shown on Recruiter's dashboard on the WhatCollege website (the "Commission"), being a percentage of the commission that WhatCollege receives from the WhatCollege Partner or other amount. Recruiter acknowledges that the actual Commission paid could be higher or lower than the estimate shown on the dashboard.
- b) Subject to Recruiter's compliance with the terms of this Agreement, including the exclusions in Section 13 and the requirements in Section 15, Recruiter will receive the Commission 30 days after WhatCollege receives the funds from the WhatCollege Partner when the Student has landed in either Canada, the United States or the United Kingdom, as applicable, if the Student:
 - i. is enrolled in a qualified Program at the WhatCollege Partner, as selected through WhatCollege;
 - ii. has paid the respective Program fees to the WhatCollege Partner they will be attending; and
 - iii. successfully begins their education in the selected Program and attend the minimum number of classes prescribed by the WhatCollege Partner.
- c) For greater certainty, WhatCollege will NOT pay Commission if the Student:
 - i. withdraws before the Program commences for whatever reason and does not begin their education
 - ii. is accepted into the WhatCollege Partner, but is not granted a study permit;

- iii. withdraws from the Program before attending a certain number of classes (specific to each institution);
 - iv. does not pay their tuition fee; or
 - v. lands in Canada or the United States or the United Kingdom but does not attend the institution selected.
- d) If a Student withdraws or is withdrawn from a Program before paying tuition in full, or if as a result of a Student's withdrawal, WhatCollege or an WhatCollege Partner is required to refund all or a portion of the Student's paid tuition, Recruiter will refund to WhatCollege any Commission paid to Recruiter pro rata based on the amount of paid tuition refunded. The actual amount of a refund paid by an WhatCollege Partner is not controlled by WhatCollege and is subject to each of the WhatCollege Partner's policies
- e) If more than one Recruiter makes a claim for a Commission for the same Student, payment of the Commission will be made to Recruiter that has submitted a tuition receipt on behalf of the Student.
- f) For Students receiving a reduced tuition rate due to an awarded scholarship or Students receiving a reduced tuition rate in the form of a Program waiver, Recruiter will receive Commission based on the decreased tuition amount.
- g) For Students who elect to pay according to a payment plan, Recruiter will receive Commission calculated based on the amount actually paid by the Student at the time the Commission is paid to Recruiter.

13. Exclusions From Commission Payments

- a) Recruiter will not receive a Commission for Students that apply to a United States WhatCollege Partner, and who at the time of application are known by Recruiter will become United States citizens, United States permanent residents or conditional permanent residents, or who hold other eligible non-citizen immigration designations.
- b) Recruiter will not receive a Commission for Students that apply to a Canadian WhatCollege Partner, and who at the time of application are known by Recruiter will become Canadian citizens, Canadian permanent residents or conditional permanent residents, or who hold other eligible non-citizen immigration designations.
- c) Recruiter will not receive a Commission for Students that apply to a United Kingdom WhatCollege Partner, and who at the time of application are known by Recruiter will become United Kingdom citizens, United Kingdom residents or conditional permanent residents, or who hold other eligible non-citizen immigration designations.
- d) Recruiter will not receive Commission: (i) if fraudulent documents are submitted to WhatCollege on behalf of a Student; (ii) if a Recruiter provides fraudulent advice to a Student; or (iii) if Students are recruited through WhatCollege's own recruiting efforts.

14. Recruiter Expenses

- a) Recruiter will be solely responsible for all expenses incurred as a direct or indirect result of the performance of the Recruitment Services, including expenses for advertising, promotional activities, travelling to roadshows, and meeting Students. Recruiter will not be entitled to reimbursement of such expenses by WhatCollege, unless the Parties otherwise expressly agree in writing.
- b) Recruiter will pay, at Recruiter's expense, all applicable federal, provincial and local taxes under Applicable Law associated with Recruiter's provision of the Recruitment Services, including income taxes, and all other amounts required to be paid in respect of money paid to Recruiter will be at Recruiter's expense unless otherwise agreed to in writing by WhatCollege.

15. Creation of Invoice Template

- a) To receive Commission Recruiter must create an WhatCollege invoice template and must:
 - i. review the list of Students on the invoice, including name, date of birth, and current Program of the Student;
 - ii. complete the bank details section of the invoice; and
 - iii. complete the company details section of the invoice.
- b) Recruiter commission payments will be transferred to the bank account of the business that is registered with WhatCollege in the country where the business is located.
- c) If the beneficiary named on the bank account is different than the name registered with WhatCollege due to the type of entity, such as a proprietary business where the bank account might be in the name of the owner instead of the business name, the Recruiter must provide a declaration letter. Additionally, proof of ownership must be presented mentioning the above facts and relieving WhatCollege of any future liability. The account should be in a bank in the country of domicile of the Recruitment Partner.
- d) If the beneficiary name is different and not covered above (proprietary business), the Recruiter needs to provide a declaration letter, along with proof of ownership, relieving WhatCollege from any future liability. The account should be in a bank in the country of domicile of the Recruiter.
- e) No payment will be made to a bank account of any relatives or family members of a Recruiter.
- f) No payment will be made to a bank account in a country other than the country where the Recruitment Partner's business is registered as per WhatCollege's records.

16. Confidential Information

- a) Recruiter must keep the terms of this Agreement and all information provided by WhatCollege confidential, except to the extent required to perform the Recruitment Services.
- b) Recruiter acknowledges that, during the course of this Agreement, Recruiter may be exposed to Confidential Information.
- c) At all times during the Term and at all times following termination of this Agreement, whether voluntary or involuntary:
 - i. Recruiter will maintain all Confidential Information in strict confidence, will take all necessary precautions against unauthorized disclosure of the Confidential Information, and will not directly or indirectly, disclose, allow access to, transmit or transfer any Confidential Information to a third party without the knowledge and express written consent of WhatCollege;
 - ii. Recruiter will not use, disclose or reproduce the Confidential Information except as reasonably required in the performance of the Recruitment Services and with the knowledge and express written consent of WhatCollege; and
 - iii. Recruiter will advise WhatCollege immediately in writing of any misappropriation, disclosure, conversion or misuse by any person of any Confidential Information of which Recruiter may become aware.
- d) Recruiter will immediately return to WhatCollege all Confidential Information which is in Recruiter's possession or control upon the earlier of a request by WhatCollege or the termination of this Agreement (whether voluntary or involuntary).
- e) Recruiter specifically acknowledges and agrees that damages may not be an adequate remedy to compensate WhatCollege for any breach of Recruiter's obligations contained herein, and accordingly Recruiter agrees that in addition to any and all other remedies available, WhatCollege will be entitled to obtain relief by way of a temporary or permanent injunction to enforce these obligations.

- f) The non-disclosure obligations of Recruiter under this Agreement will not apply to Confidential Information which Recruiter can establish:
- i. is, or becomes, readily available to the public other than through a breach of this Agreement;
 - ii. was disclosed, lawfully and without breach of any contractual or other legal obligation, to Recruiter by a third party without any confidentiality obligation attached to such information;
 - iii. was lawfully known to Recruiter without any confidentiality obligation prior to receipt of the Confidential Information from WhatCollege; or
 - iv. was independently developed or discovered by Recruiter outside of the course of Recruiter's performance of their obligations under this Agreement, without any reference to any Confidential Information obtained directly or indirectly from WhatCollege.
- g) Recruiter may also disclose Confidential Information if and only to the extent that Recruiter is required to do so by Applicable Law, provided that Recruiter gives WhatCollege sufficient notice to enable WhatCollege to seek an order limiting or precluding such disclosure.

17. Non-Competition and Non-Solicitation

- a) During the Term and for a period of 18 months after the termination or expiry of this Agreement, in the countries in which Recruiter has performed the Recruitment Services, Recruiter agrees that Recruiter will not (whether directly or indirectly, individually or in partnership or jointly or in conjunction with or for the benefit of any person):
- i. solicit (which term will include the acts of soliciting, recruiting, inducing or attempting to influence) any WhatCollege Partner to use products or services that directly compete with the WhatCollege Services (unless Recruiter obtains express prior written consent from WhatCollege permitting Recruiter to sell, promote the sale of, advertise, or accept orders for such competing products, which consent may relate to specific WhatCollege Partners or to all WhatCollege Partners); or
 - ii. use Content without permission;
 - iii. create a platform to compete with the WhatCollege Platform;
 - iv. solicit (which term will include the acts of soliciting, recruiting, inducing or attempting to influence) any employee of WhatCollege to leave the employ of WhatCollege.
- b) Recruiter acknowledges that a breach of this Section 17 will cause irreparable harm to WhatCollege, and that WhatCollege is therefore entitled to a permanent and interlocutory injunction prohibiting Recruiter from engaging in such activity upon reasonable apprehension of such breach. Recruiter confirms that the obligations set out in this Section 17 are fair and reasonable, and that, given Recruiter's general knowledge and experience, they will not preclude Recruiter from becoming gainfully employed or from otherwise working elsewhere in its industry for third parties during the Term, or following the expiration or termination, of this Agreement, and Recruiter therefore waives all defences to the strict enforcement of this Section 17.

18. Intellectual Property

- a) Subject to the terms and conditions of this Agreement, WhatCollege hereby grants Recruiter, during the Term, a personal, non-exclusive, revocable, non-transferable license to use, reproduce and display WhatCollege's trademarks and service marks (the "Trademarks") solely for the purposes of performing the Recruitment Services and in accordance with any trade-mark guidelines provided to Recruiter from time-to-time.
- b) Recruiter acknowledges that they do 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 WhatCollege Services or WhatCollege Platform, or any part thereof. Any rights not expressly granted under this Agreement are reserved.
- c) RECRUITER MUST NOT COPY CONTENT FROM THE WHATCOLLEGE WEBSITE FOR THE PURPOSE OF

SELLING SUCH CONTENT OR SETTING UP A COMPETING WEBSITE.

- d) Any goodwill arising from the use of the Trademarks by Recruiter will accrue to WhatCollege.

19. Term

Subject to early termination or expiry of this Agreement: (a) the term of this Agreement will be 12 months from the date that Recruiter agrees to this Agreement through the WhatCollege website (the "Initial Term"); (b) the Initial Term will automatically renew for subsequent 12-month terms on the anniversary of this Agreement (each, a "Renewal Term").

20. Termination and Suspension

- a) This Agreement may be terminated by either Party for any reason, without cause, upon 30 days' written notice addressed to the other Party.
- b) WhatCollege will track breaches of this Agreement by Recruiters, including (each, an "Event of Default" and together, "Events of Default"):
- i. Recruiter's that use dishonest business practices, including engaging in false, misleading or unethical advertising and recruitment practices;
 - ii. Recruiters that habitually submit applications for Students who either use I-20 or a study permit to enter United States or Canada, United Kingdom and fail to enroll or immediately transfer to another institution;
 - iii. Recruiters that submit applications with fraudulent transcripts or falsified bank statements;
 - iv. Recruiters that are negligent, careless, or incompetent;
 - v. Recruiters that send Students who cannot afford to pay all of their educational expenses;
 - vi. Recruiters that mislead Students about fees they must pay; or
 - vii. Recruiters that charge unreasonable non-industry standard fee in the Student's country of residency or where the international Student(s) has been recruited (WhatCollege reserves the right to determine if a fee is unreasonable);
- c) This Agreement may be terminated by WhatCollege immediately upon notice for cause if:
- i. Recruiter commits a material breach of this Agreement, including an Event of Default or consistently fails to properly perform and observe its obligations under this Agreement, and fails to rectify the breach within 30 calendar days of WhatCollege delivering notice of the breach, Event of Default or consistent failure to perform; or
 - ii. Recruiter commits a breach of any representations of Recruiter in this Agreement; or
 - iii. Recruiter becomes insolvent, or a receiver or receiver manager is appointed for any part of the property of Recruiter, or Recruiter makes an assignment, proposal or arrangement for the benefit of its creditors or Recruiter files an assignment in bankruptcy, or any proceedings under any bankruptcy or insolvency laws are commenced against Recruiter.

21. Effect of Termination or Expiry

- a) Upon termination or expiry of this Agreement, Recruiter must:
- i. submit all applications and fees from Students received up to the date of termination.
 - ii. immediately cease holding itself out as authorized to recruit on behalf of WhatCollege or any of the WhatCollege Partners and immediately cease all recruitment for WhatCollege and the WhatCollege Partners; and
 - iii. immediately cease using any Trademarks, advertising, promotional or other material supplied by WhatCollege or the WhatCollege Partners and return all such material to WhatCollege by registered mail or a reputable international courier, at Recruiter's expense.
- b) The termination of this Agreement by either Party does not affect any accrued rights or remedies of either Party.

- c) Any provision of this Agreement which expressly states that it is to continue in effect after termination or expiration of this Agreement, or which by its nature would survive the termination or expiration of this Agreement, including this Section 21 and Section 17 will do so.

22. Disclaimer

- a) Recruiter will be solely responsible for all of the Recruitment Services and activities undertaken under this Agreement. WhatCollege expressly disclaims all liability for any claims, losses or damages arising out of such Recruitment Services and activities, including any claims, losses or damages relating to representations made by Recruiter to Students or other third parties.
- b) The WhatCollege Platform and the Content are provided “as is” without warranty or condition of any kind. Use of the WhatCollege Platform or the Content is at Recruiter’s own risk. WhatCollege does not make any representations, warranties or conditions about the quality, accuracy, reliability, completeness, currency, or timeliness of the WhatCollege Platform or the Content. The WhatCollege Platform and the Content may include errors, omissions and inaccuracies, including pricing errors. WhatCollege does not assume any responsibility for any errors, omissions or inaccuracies in the WhatCollege Platform or the Content. In addition, WhatCollege expressly reserves the right to correct any pricing errors on the WhatCollege Platform. WhatCollege makes no guarantees about the availability of specific services.
- c) To the fullest extent permitted by law, WhatCollege disclaims all warranties, representations and conditions of any kind with respect to the WhatCollege Platform and the Content whether express, implied, statutory or collateral, including any implied warranties and conditions of merchantability, merchantable quality, fitness for a particular purpose or non-infringement, that arise out of a course of dealing or trade, or that the WhatCollege Platform or the Content are or will be error-free or will operate without interruption.

23. Recruiter Set-off and Indemnities

- a) Notwithstanding any other provision of these Terms and Conditions, if a Governmental or Regulatory Authority deems Recruiter to be an employee of WhatCollege and asserts that WhatCollege is responsible for making any source deductions or other payments on monies paid to Recruiter, then WhatCollege will be entitled to start making such source deductions, and unless the Parties agree otherwise at that time, to deduct an amount equal to any source deduction or retroactive assessment, together with any costs, penalties and expenses (including legal fees and costs on a solicitor and own client basis) incurred by WhatCollege related to such assertions or deductions, from any amounts then payable by WhatCollege to Recruiter under this Agreement.
- b) Recruiter will defend, indemnify and hold harmless WhatCollege and all of its officers, directors, employees and agents from and against any claims, causes of action, demands, recoveries, losses, damages, fines, penalties or other costs or expenses of any kind or nature including reasonable legal and accounting fees:
 - i. brought in connection with or as a result of:
 - A. Recruiter’s breach of any of Recruiter’s covenants, warranties, representations or obligations under these Terms and Conditions, including Recruiter’s violation of any Applicable Law; or
 - B. Recruiter’s infringement, misappropriation or violation of the rights of a third party, including any intellectual property rights; or
 - C. Recruiter’s use of the WhatCollege Platform or the Content; or
 - ii. for any amounts that are not recovered by WhatCollege by way of setoff as described in Section 23(a), within 30 days after WhatCollege receives a written demand for such amounts from WhatCollege.

24. Limitation of Liability

- a) To the maximum extent permitted under Applicable Law, in no event will WhatCollege be liable, whether based on warranty, contract, tort, negligence, strict liability or any other legal theory, for any indirect,

incidental, consequential, special, exemplary or punitive damages, lost profits, loss of use, loss of data, personal injury, fines, fees, penalties or other liabilities, whether or not WhatCollege is advised of the possibility of such damages, resulting from or related to the use of, or the inability to make use of, the WhatCollege Platform or the Content.

- b) To the maximum extent permitted under Applicable Law, in no event will the total aggregate liability of WhatCollege in connection with or under this Agreement or Recruiter's use of, or inability to make use of, the WhatCollege Platform or the Content, or for any other claim related in any way to Recruiter's or a Student's use of, or inability to make use of, the WhatCollege Platform or the Content exceed the sum of 2,000 Canadian dollars. For greater certainty, the existence of one or more claims under this Agreement will not increase the maximum liability amount.
- c) Nothing in this Agreement limits WhatCollege's liability for fraud, personal injury or death to the extent found to be caused by WhatCollege's negligence or wilful misconduct.
- d) The limitations in this Section reflect the allocation of risk between the Parties. The limitations specified in this Section will survive and apply even if any limited remedy specified in this Agreement is found to have failed of its essential purpose.

25. Geographic Application of the WhatCollege Platform

Not all of the WhatCollege Platform is available in all jurisdictions. Furthermore, nothing on the WhatCollege Platform constitutes an offer or solicitation to buy or sell any product or service to anyone in any jurisdiction in which such an offer or solicitation is prohibited by Applicable Law.

26. General Restrictions

a) No Unlawful or Prohibited Use

Recruiter will not, without WhatCollege's prior written permission, use the WhatCollege Platform and the Content for purposes other than the Permitted Use. Without limiting the generality of the foregoing, Recruiter will not, and will not permit anyone else to: (i) "frame", "mirror" or otherwise incorporate the WhatCollege Platform or the Content or any part thereof on any commercial or non-commercial website; (ii) access, monitor or copy any part of the WhatCollege Platform or the Content using any robot, spider, scraper or other automated means or any manual process for any purpose without our express written permission; (iii) violate the restrictions in any robot exclusion headers on the Content or the WhatCollege Platform or bypass or circumvent other measures employed to prevent or limit access to the WhatCollege Platform; (iv) take any action that imposes, or may impose, in WhatCollege's discretion, an unreasonable or disproportionately large load on the WhatCollege Platform; (v) deep-link to any portion of the WhatCollege Platform for any purpose; (vi) remove (or permit anyone else to remove) any watermarks, labels or other legal or proprietary notices included in the WhatCollege Platform or the Content; (vii) modify or attempt to modify (or permit anyone else to modify or attempt to modify) the WhatCollege Platform or any Content, including any modification for the purpose of disguising or changing any indications of the ownership or source of the WhatCollege Platform or the Content; (viii) use the WhatCollege Platform or the Content as part of any service for sharing, lending or multi-person use, or for the purpose of any other institution, except as specifically permitted by the WhatCollege and only in the exact manner specified and enabled by the WhatCollege; (ix) attempt to, assist, authorize or encourage others to circumvent, disable or defeat any of the security features or components, such as digital rights management software or encryption, that protect the WhatCollege Platform or the Content; (x) copy, reproduce, modify, distribute, transfer, sell, publish, broadcast, perform, transmit, publish, license or circulate in any form any part of the WhatCollege Platform or the Content; (xi) create derivative works based on the WhatCollege Platform or the Content, in whole or in part, or to decompile, disassemble, reverse engineer or other exploit any part of the WhatCollege Platform or the Content; (xii) use the WhatCollege Platform in a manner that violates the rights (including to intellectual property rights) of any third party, including by providing, uploading or transmitting any content or submissions that violate such third-party rights; or (xiii) upload to or transmit through the WhatCollege Platform any content or submission that is offensive, hateful, obscene, defamatory or violates any applicable laws, in each case as determined by WhatCollege in its sole discretion.

b) Third Party Websites

The WhatCollege Platform may provide links to third party websites, including to those of WhatCollege Partners. WhatCollege does not endorse the information contained on those web sites or guarantee their quality, accuracy, reliability, completeness, currency, timeliness, non-infringement, merchantability or fitness for any purpose. The content in any linked web site is not under WhatCollege's control, and if Recruiter chooses to access any such website, Recruiter does so entirely at Recruiter's own risk.

c) Viruses

The downloading and viewing of Content is done at Recruiter's own risk. WhatCollege cannot and does not guarantee or warrant that the WhatCollege Platform or the Content are compatible with Recruiter's computer system or that the WhatCollege Platform or the Content, or any links from the WhatCollege Platform or the Content, will be free of viruses, worms, trojan horses or disabling devices or other code that manifests contaminating or destructive properties. You are responsible for implementing safeguards to protect the security and integrity of Recruiter's computer system, and Recruiter is responsible for the entire cost of any service, repairs or connections of and to Recruiter's computer system that may be necessary as a result of Recruiter's use of the WhatCollege Platform.

d) Communications Not Confidential or Secure

WhatCollege does not guarantee the confidentiality of any communications made by Recruiter through the WhatCollege Platform or over the internet. Although WhatCollege generally adheres to the accepted industry practices in securing the transmission of data to, from and through the WhatCollege Platform, Recruiter understand, agree and acknowledge that WhatCollege cannot and does not guarantee the security of data transmitted over the Internet or public networks in connection with Recruiter's use of the WhatCollege Platform.

27. General

a) Feedback

Recruiter will notify WhatCollege of any feedback or suggestions from Recruiter or Students relating to the WhatCollege Platform or Content, including any suggestions for modifications or enhancements to the WhatCollege Platform or Content. Recruiter hereby irrevocably assigns and transfers to WhatCollege all worldwide right, title and interest, and all intellectual property rights, in and to all such feedback or suggestions. Recruiter will procure the waiver of any moral rights in and to such feedback or suggestions.

b) Construction

Except as otherwise provided herein, the Parties rights and remedies under this Agreement are cumulative. The terms "include" and "including" mean, respectively, "include without limitation" and "including without limitation." The headings of sections of this Agreement are for reference purposes only and have no substantive effect. Any rule of construction to the effect that any ambiguity in this Agreement will be resolved against the drafting party will not be applied to the interpretation of this Agreement.

c) Force Majeure

Neither Party will be liable for delays caused by any event beyond its reasonable control, except non-payment of amounts due under this Agreement will not be excused by this provision.

d) Independent Contractors

Each Party will perform its obligations hereunder as an independent contractor, and nothing contained in this Agreement will be construed to create or imply a joint venture, partnership, principal agent, or employment relationship between the Parties. Except as expressly authorized by WhatCollege in this Agreement, Recruiter will neither act nor purport to be acting as the legal agent of WhatCollege, nor enter into any agreement on behalf of WhatCollege or otherwise bind or purport to bind WhatCollege in any manner whatsoever. Recruiter is solely responsible for carrying their own workers' compensation insurance and any other required and necessary insurance mandated in the jurisdiction(s) in which Recruiter operates.

e) Notices

Any notices, reports or other communications required or permitted to be given under this Agreement will be in writing, including email, and will be sufficient if delivered by hand or sent by registered mail, courier or facsimile addressed to Recruiter or WhatCollege at their respective addresses as advised in writing. Any such notices, reports, or other communications will be deemed to have been received by the Party to whom they were addressed: (i) upon delivery by hand, (ii) five business days after being sent by registered mail, (iii) upon delivery by courier, as evidenced by the courier receipt, (iv) upon successful receipt confirmation report after being sent by facsimile; or (v) if sent by email, upon receipt by the sender of a delivery receipt confirmation.

f) No Waiver

No waiver by either Party of a breach or omission by the other Party under this Agreement will be binding on the waiving Party unless it is expressly made in writing, including email, and signed, or affirmed by email, by the waiving Party. Any waiver by a Party of a particular breach or omission by the other Party will not affect or impair the rights of the waiving Party in respect of any subsequent breach or omission of the same or different kind.

g) Assignment, Subcontracting and Succession

Except as expressly permitted herein, Recruiter will not assign or subcontract or purport to assign or subcontract any of Recruiter's rights or obligations under this Agreement without first obtaining WhatCollege's prior written consent. If such consent is given on any particular occasion, it will still be required for all subsequent assignments and subcontracts. This Agreement will be binding upon the Parties hereto and their respective lawful successors and permitted assigns. Recruiter will remain primarily responsible for the performance of all of Recruiter's obligations in this Agreement notwithstanding the subcontracting of any of its obligations hereunder.

h) Severability

If any one or more of the provisions of this Agreement will for any reason be held to be invalid, illegal, or unenforceable in any respect, any such provision will be severable from this Agreement, in which event this Agreement will be construed as if such provision had never been contained herein.

i) Governing Law

- a. This Agreement will be governed by and construed under the laws of England & Wales. The Parties hereby waive any right to a trial by jury with respect to any lawsuit or judicial proceeding arising or relating to this Agreement. In construing, interpreting and enforcing this Agreement, choice of law principles will not apply. The WhatCollege Platform and the Content are intended for use only in jurisdictions where they may be lawfully offered for use.
- b. Except as restricted by Applicable Law, Recruiter hereby consents to the exclusive jurisdiction and venue of courts in England & Wales of the United Kingdom in all disputes arising out of or relating to the use of the WhatCollege Platform or the Content.

j) Entire Agreement/Modification

This Agreement constitutes the entire agreement between the Parties and supersedes all previous agreements and understandings relating to the subject matter hereof. This Agreement may not be altered, amended, or modified except by a written instrument signed by the duly authorized representatives of both Parties.

k) Electronic Agreement

Recruiter acknowledges and agree that by clicking on the "I AGREE" button (or similar buttons or links as may be designated by WhatCollege to show acceptance of this Agreement and/or agreement to become an WhatCollege Recruiter), Recruiter is entering into a legally binding contract. Recruiter hereby agrees to the use of electronic communication in order to enter into contracts, place orders and create other records and

to the electronic delivery of notices, policies and records of transactions initiated or completed in relation to the substance of this Agreement. Furthermore, Recruiter hereby waives any rights or requirements under any laws or regulations in any jurisdiction which require an original (non-electronic) signature or delivery or retention of non- electronic records, to the extent permitted under mandatory Applicable Law. A printed version of this Agreement and of any notice given in electronic form will be admissible in judicial or administrative proceedings based upon or relating to this Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

l) English language

It is the express will of the parties that this Agreement and all related documents have been drawn up in English.

28. Contact

- a) Any questions regarding this Agreement, or any questions, complaints, claims or other legal concerns relating to WhatCollege or its business, should be directed to Us via the contact details provided at the top of this agreement.