

Contract (Retainer Agreement)

By and Between

THE CLIENT

AND:

9902996 CANADA CORPORATION, doing business as ImmigCanada Immigration Consulting Firm., **represented by Eivy Joy Quifo**, hereafter, the "CONSULTANT", 4781 Van Horne Avenue Suite 210 Montreal, Quebec Canada H3W 1J1.

PREAMBLE:

The CLIENT hereby agrees to retain the CONSULTANT for a period of one (1) year to provide legal counsel and assistance in connection with the preparation, submission and update of an expression of interest under Immigration, Refugees and Citizenship Canada's (IRCC's) "Express Entry" selection system for Canadian immigration, and the CONSULTANT does hereby agree to provide such services, the whole subject to the following terms and conditions.

NOW THEREFORE IT IS AGREED AS FOLLOWS:

1. ENGAGEMENT OF CONSULTANT

The CLIENT hereby agrees to engage the CONSULTANT in order to assist him or her with the preparation, submission and update of a single expression of interest for economic immigration to Canada under IRCC's "Express Entry" selection system set forth in the Ministerial Instructions issued on December 1, 2014 (the EXPRESS ENTRY PROFILE), subject to the terms and conditions set forth below.

The CONSULTANT agrees to use his best efforts to assist the CLIENT and fulfill his obligations under this Contract. The CLIENT expressly acknowledges that the submission of the EXPRESS ENTRY PROFILE to the IRCC's pool of eligible candidates does not guarantee that the CLIENT will be invited to apply for a Canadian permanent residence visa. The CLIENT further acknowledges that the CONSULTANT has no control over the processing times or the actions or decisions of the Canadian immigration authorities and/or any individuals or organizations not related to the CONSULTANT.

The CONSULTANT shall provide assistance exclusively from Canada. The CONSULTANT shall provide services under the terms of this Contract until the CLIENT receives an invitation to apply for Canadian permanent residence, or for a period of one (1) year from the execution of this Contract, whichever occurs earlier.

2. DUTIES OF THE CONSULTANT

The CONSULTANT shall be responsible for the performance of the following duties:

- Review the CLIENT's qualifications, and advise the CLIENT as to what must be done in order to maximize the CLIENT's eligibility and ranking for economic immigration to Canada;
- Assist the CLIENT in the preparation of the EXPRESS ENTRY PROFILE and advise the CLIENT about the necessary documents required to complete the EXPRESS ENTRY PROFILE;
- Review the CLIENT's EXPRESS ENTRY PROFILE and mandatory documents prior to submission of the EXPRESS ENTRY PROFILE to the Canadian immigration authorities;
- Assist the CLIENT with gaining access to the Canada Job Bank, if applicable, and other job search resources;
- Assist the CLIENT with any necessary updates to the EXPRESS ENTRY PROFILE;
- Advise the CLIENT about the necessary evidence required that best represents the CLIENT's language proficiency, work experience, education and training, and civil status for submission of the expression of interest to the IRCC pool of eligible candidates;

- Track the CLIENT's expression of interest with the Canadian immigration authorities for the duration of this Contract;
- Make written and/or oral representations to the Canadian immigration authorities, as necessary.

3. DUTIES OF THE CLIENT

The CLIENT shall be responsible for the performance of the following duties:

- Provide valid contact information, including email, telephone, and mailing address, to the CONSULTANT, at all times during the validity of this Contract, and immediately notify the CONSULTANT of any changes in contact information;
- Follow the CONSULTANT 's reasonable advice in order to maximize eligibility and ranking for economic immigration to Canada;
- Immediately disclose to the CONSULTANT all information related to any and all current or prior criminal charges and/or convictions, as well as any health issues that have affected or affect the CLIENT or any of his/her dependents;
- Provide all information and documents requested by the CONSULTANT and the Canadian immigration authorities in a timely, accurate, honest and forthright manner and, where necessary, have the same translated accurately into English or French at the expense of the CLIENT;
- Immediately advise the CONSULTANT if there are any changes to the CLIENT's personal information, language proficiency, work experience, education and training, or civil status, or if the CLIENT receives a validated offer of employment in Canada or a certificate of nomination from a Canadian province or territory;
- Ensure that all educational and professional credentials claimed (the CREDENTIALS) are complete and have been obtained from an institution that is recognized and accredited by the governing body responsible for such accreditation in the country of issue or study, as the case may be, and have the credentials assessed according to the requirements of the Canadian immigration authorities at the CLIENT's expense;
- Provide sufficient documentation to support all qualifications claimed, including, but not limited to, proof of language proficiency and Canadian equivalence of the CREDENTIALS, as advised by the CONSULTANT and/or required by the Canadian immigration authorities; the CLIENT hereby acknowledges that providing false or misleading information may result in being banned from Canada for a period of five (5) years;
- Demonstrate possession of sufficient unencumbered funds so as to be able to support the CLIENT and his/her dependents upon their arrival in Canada, in accordance with the norms and guidelines established by Canadian immigration authorities;
- Immediately advise the CONSULTANT of any and all written, electronic or telephone communication received by the CLIENT from Canadian immigration authorities;
- Attend all interviews if called upon to do so by Canadian immigration authorities. The CLIENT is responsible for making all necessary travel arrangements at his or her own expense;
- Pay the fees required by the Canadian immigration authorities for the handling and processing of the CLIENTS'S EXPRESS ENTRY PROFILE if and when applicable;
- Pay the fees required for the evaluation of language ability, professional, vocational or educational qualifications by the appropriate authorities, as well as for the translations in the format required by Canadian immigration authorities, if and when applicable;

- Pay to the CONSULTANT "In Trust" all of the fees payable to the CONSULTANT, as set forth in the section CONSULTANT FEES. The CLIENT expressly agrees that it is the CLIENT's entire responsibility to ensure that the said fees arrive in full, in the designated currency, including any applicable taxes, at the CONSULTANT's principal place of business in Montreal, Canada.

4. CONSULTANT FEES

The CLIENT agrees to pay to IMMIGCANADA IMMIGRATION CONSULTING FIRM IN TRUST the amount of **USD 2,490** minus the affiliate discount of 20% for a total is **USD 1,992** on the account of Consultant Fees as per the following schedule:

- The sum of **USD 996** immediately upon execution of this Contract by the CLIENT.
- The sum of **USD 996** immediately upon confirmation from the CONSULTANT that the CLIENT's EXPRESS ENTRY PROFILE has been submitted to IRCC, or 30 days after execution of this Contract, whichever occurs earlier.

The CLIENT agrees that the CONSULTANT shall not be required to commence or continue carrying out his Duties herein set forth until such time as the CONSULTANT has received the said fees in trust.

The CLIENT authorizes the CONSULTANT to release the first installment of CONSULTANT FEES from his trust account after the CONSULTANT has established a file in his office for the CLIENT and reviewed the CLIENT's qualifications. The CLIENT authorizes the CONSULTANT to release the second installment of CONSULTANT FEES from his trust account upon conclusion of this Contract.

The CLIENT expressly recognizes that only the CONSULTANT is authorized to issue receipt(s) for payment of the CONSULTANT's fees and that the said receipt(s) will only be issued upon the reception of the CONSULTANT's fees by the CONSULTANT as herein set forth.

The CLIENT expressly recognizes that the fees quoted above are for the preparation, submission and update of the EXPRESS ENTRY PROFILE only. The CLIENT further acknowledges that additional CONSULTANT FEES shall be payable to retain the CONSULTANT to assist with additional services, including but not limited to, applications for permanent residence in Canada, applications for provincial or territorial nomination, applications for a Labour Market Impact Assessment or validation of a job offer.

5. REFUND POLICY

The CLIENT acknowledges that there shall be no refund due if, through no fault of the CONSULTANT, the EXPRESS ENTRY PROFILE is not submitted, not accepted, terminated or cannot proceed due to reasons relating to government policy (including any Ministerial Instructions), a change in law, regulation or selection criteria and/or if the CLIENT fails to adequately support all qualifications claimed. In addition, the CLIENT also acknowledges that there shall be no refund due if the CLIENT's EXPRESS ENTRY PROFILE is refused, rejected, or cannot proceed due to reasons related to health, criminality/security or if the CLIENT voluntarily withdraws the EXPRESS ENTRY PROFILE. In any event, the CONSULTANT's total liability under this Contract is limited to any CONSULTANT FEES paid by the CLIENT to the CONSULTANT

6. INTERPRETATION

- This Contract shall be governed by the laws in effect in the Province of Quebec, Canada.
- As the context may require, the singular shall include the plural and vice versa; words importing the masculine shall include the feminine gender and vice versa;
- This Contract can be executed by one or more of the parties hereto in any number of counter parts, each of which shall be deemed to be an original, but all such counter parts shall together constitute one and the same instrument;
- This Contract constitutes the entire agreement between the CONSULTANT and the CLIENT and supersedes any and all prior communications, agreements, understandings, negotiations and discussions, whether oral or written, pertaining to the subject matter hereof.

7. CONFIDENTIALITY

All information and documentation reviewed by the CONSULTANT, required by IRCC and all governing bodies, and used for the preparation of the application will not be divulged to any third party, other than accredited agents and employees without prior consent, except as demanded by law. The CONSULTANT, and all its agents and employees are also bound by the confidentiality requirements of Article 8.1 and 8.5 of the Code of Professional Ethics. The CLIENT agreed to the use of electronic communication and storage of confidential information. The CONSULTANT will use its best efforts to maintain a high degree of security for electronic communication and information storage.

8. FORCE MAJEURE

CONSULTANT's failure to perform any term of this Agreement as a result of conditions beyond control such as but not limited to, governmental restrictions or subsequent legislation, war, strikes, or acts of God, shall not be deemed a breach of this Agreement.

9. GOVERNING LAW

This Agreement is governed by and is to be construed and interpreted in accordance with the laws of the Province of Quebec and the laws of Canada, applicable in the Province of Quebec. In case of a disagreement the CLIENT and the CONSULTANT must try, as much as possible, to resolve the problem between them. If the conflict cannot be resolved, the applicant must present a written complaint to the CONSULTANT and give him 30 days to respond. If the conflict is still not resolved the applicant can pursue the complaint process described on the website of the Immigration CONSULTANTS of Canada Regulatory Council (ICCRC). ICCRC can be contacted at:

Immigration Consultants of Canada Regulatory Council
5500 North Service Road, Suite 1002
Burlington, ON L7L 6W6
Tel: 289-348-0422
1-877-836-7543 (Toll free)
Fax: 1-877-315-9868
Email: info@iccrc-crcic.ca

CLIENT's Confirmation and Agreement

I have read, understood and agree with the foregoing and have requested that this Agreement be drawn up in the English Language only. I have had the opportunity to have this Agreement translated and I have had a reasonable opportunity to consider this Agreement and the matters set out herein. I retain the Immigration Consultation Firm of the CONSULTANT, on the terms and conditions stipulated herein.