

RETAINER AGREEMENT

RCIC Membership Number: R529895

This Retainer Agreement is made between Regulated Canadian Immigration Consultant Farha Hafsaoui R529895 (the “RCIC”), located at 201-455 boul. de la Gappe Gatineau (Québec) J8T0G1 Canada, and Client (the “Client”).

WHEREAS the RCIC and the Client wish to enter into a written agreement which contains the agreed upon terms and conditions upon which the RCIC will provide his/her services to the Client.

AND WHEREAS the RCIC is a member of Immigration Consultants of Canada Regulatory Council (the “Council”), the regulator in Canada for immigration consultants;

IN CONSIDERATION of the mutual covenants contained in this Agreement, the parties agree as follows:

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1. Definitions

The terms “Client”, “Council”, “Disbursement” and “RCIC” shall have the meaning given to such terms in the Retainer Agreement Regulation of the Council.

2. RCIC Responsibilities and Commitments

The Client asked the RCIC, and the RCIC has agreed, to act for the Client in the matter of his obtention of a study permit.

In consideration of the fees paid and the matter stated above, the RCIC agrees to do the following:

- (i). Review the CLIENT's eligibility for pursuing Admissibility for a student permit, then for pursuing a Canadian Temporary Resident Visa as a student;

- (ii). Assist the CLIENT in the preparation of the Canadian Government application forms;
- (iii). Advise the CLIENT about the amount of government fees, required to support of the CLIENT's application;
- (iv). Advise the CLIENT about the necessary evidence required to support the CLIENT's admissibility and eligibility;
- (v). Review the CLIENT's application and supporting documents prior to submission to the Canadian Immigration Authorities;
- (vi). Prepare a detailed cover letter, addressed to the appropriate Canadian Immigration office, outlining the CLIENT's Admissibility and later his eligibility under the Temporary Resident Permit as a student.
- (vii). Submit the CLIENT's application package to the appropriate Canadian Immigration Offices and verify its arrival;
- (viii). Track the CLIENT's file through the entire application process;
- (ix). Prepare the CLIENTS, in advance, for a possible Interview with Immigration Authorities, if an interview is requested;
- (x). Make additional written and/or oral representations to the Canadian Immigration Offices as necessary;

3. CLIENT Responsibilities and Commitments

- (i) Provide valid contact information, including email, telephone, and mailing address, to the RCIC, at all times during the validity of this Contract, and immediately notify the RCIC of any changes in contact information;

- (ii) The CLIENT is to immediately advise the RCIC of any change in the marital, family, or civil status or change of physical address or contact information for any person included in the application.
- (iii) The CLIENT understands that he/she must be accurate and honest in the information he/she provides and that any inaccuracies may void this Agreement, or seriously affect the outcome of the application or the retention of any status he/she may obtain. The RCIC's obligations under the Retainer Agreement are null and void if the CLIENT knowingly provides any inaccurate, misleading or false material information. The CLIENT's financial obligations remain.
- (iv) follow the RCIC's reasonable advice in order to maximize eligibility;
- (v) Immediately disclose to the RCIC all information related to any and all current or prior criminal charges and/or convictions in any country, any health issues that have affected or affect the CLIENT or any of his/her accompanying dependents, and any prior refusals to enter Canada, unauthorized admissions to Canada, or deportations from Canada or any other country;
- (vi) Provide all information and documents requested by the RCIC and the 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;
- (vii) Provide sufficient documentation to support all qualifications claimed, as advised and requested by the RCIC and/or by the Immigration Authorities;
- (viii) Immediately advise the RCIC of any and all written, electronic or telephone communication received by the CLIENT from the Immigration Authorities or Employment and Social Development Canada (ESDC);
- (ix) In the event of a Joint Retainer Agreement, the CLIENT agrees that the RCIC may share information among all CLIENTs, as required. Furthermore, if a conflict develops that cannot be resolved, the RCIC cannot continue to act for both or all of the CLIENTs and may have to withdraw completely.
- (x) Attend all interviews if called upon to do so by Immigration Authorities. The CLIENTS are responsible for making all necessary travel arrangements at their own expense;

- (xi) Pay the fees required by the Immigration Authorities for the handling and processing of the application and for any medical examinations, if required;
- (xii) Pay to the RCIC all of the fees payable to the RCIC, as set forth in the section RCIC FEES. The CLIENT expressly agrees that it is the CLIENT's entire responsibility to ensure that the said fees arrive in full, in US Dollars, at the RCIC's principal place of business in Gatineau, Canada.

4. Billing method

The Client will be billed flat fee with payment by milestones or predetermined date which ever comes earlier.

5. Payment Terms and Conditions

Professional Fees: USD 996. The details are as follow:

1. USD 680 - Preparation of the documentation for the submission
2. USD 316 – Follow up after the submission of the profile.

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Disbursements: Is to be paid by the CLIENT. This includes translation service, government processing fees, and other costs (only if and when necessary)

Administrative fees: 4% bank fees

Total Cost: USD 1,035.84

The above amount is to be paid by the Client and is subject to change upon mutual agreement of both parties.

6. Payment Schedule (do not apply)

The details of this billing schedule are as follows:

- The sum of **USD 1,035.84** immediately upon execution of this Contract by the CLIENT to be paid to Farha Consulting Immigration Canada-Québec:

Account No: 1993-446
Financial Institution No: 001
Branch Transit No: 01581

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

The CLIENT authorizes the RCIC to release funds from his trust account upon receipt for work performed, after the RCIC has established a file in his office for the CLIENT, completed a review of the CLIENT's qualifications, and forwarded to the CLIENT a checklist of documentation required to support the CLIENT's application.

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

7. Refund Policy (do not apply)

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The Client acknowledges that the granting of a visa or status and the time required for processing this application is at the sole discretion of the government and not the RCIC. Furthermore, the Client acknowledges that fees are not refundable in the event of an application refusal.

If, however, the RCIC or professional staff do not complete the tasks identified under section 2 of this agreement, the RCIC will refund part or all of the professional fees collected. The Client agrees that the fees paid are for services indicated above, and any refund is strictly limited to the amount of fees paid. Unused fees will be refunded in the following manner:

Deposit to a Canadian bank account within 90 days.

In the event the Client is unable to contact the RCIC and has reason to believe the RCIC may be dead, incapacitated, etc., the Client should contact ICCRC.

8. Dispute Resolution Related to the Code of Professional Ethics

In the event of a dispute related to the Code of Professional Ethics, the Client and RCIC are to make every effort to resolve the matter between the two parties. In the event a resolution cannot be reached, the Client is to present the complaint in writing to the RCIC and allow the RCIC 30 days to respond to the Client. In the event the dispute is still unresolved, the Client may follow the complaint and discipline procedure outlined by the Council on their website <http://icrc-crcic.info/> under the heading “File a Complaint”.

NOTE: All complaint forms must be signed.

ICCRC Contact Information:

Immigration Consultants of Canada Regulatory Council (ICCRC)
5500 North Service Rd., Suite 1002
Burlington, ON, L7L 6W6
Toll free: 1-877-836-7543

9. Confidentiality

All information and documentation reviewed by the RCIC, required by IRCC and all other governing bodies, and used for the preparation of the application will not be divulged to any third party, other than agents and employees, without prior consent, except as demanded by law. The RCIC, and all agents and employees of the RCIC, are also bound by the confidentiality requirements of Article 8 of the Code of Professional Ethics.

The Client agrees to the use of electronic communication and storage of confidential information. The RCIC will use his/her best efforts to maintain a high degree of security for electronic communication and information storage.

10. Force Majeure

The RCIC’s failure to perform any term of this Retainer Agreement, as a result of conditions beyond his/her 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.

11. Change Policy

The Client acknowledges that if the RCIC is asked to act on the Client’s behalf on matters other than those outlined above in this Agreement, or because of a material change in the Client’s circumstances, or because of material facts not disclosed at the outset of the application, or because of a change in government legislation regarding the

processing of immigration or citizenship-related applications, the Agreement can be modified accordingly.

12. Termination

- 12.1 This Agreement is considered terminated upon completion of tasks identified under section 2 of this agreement.
- 12.2 This Agreement is considered terminated if material changes occur to the Client's application or eligibility, which make it impossible to proceed with services detailed in section 2 of this Agreement.

13. Discharge or Withdrawal of Representation

- 13.1 The Client may discharge representation and terminate this Agreement, upon writing, at which time any outstanding fees or Disbursements will be refunded by the RCIC to the Client/any outstanding fees or Disbursements will be remitted by the Client to the RCIC.
- 13.2 Pursuant to Article 11 of the Code of Professional Ethics, the RCIC may withdraw representation and terminate this Agreement, upon writing, provided withdrawal does not cause prejudice to the Client, at which time any outstanding fees or Disbursements will be refunded by the RCIC to the Client/any outstanding fees or Disbursements will be remitted by the Client to the RCIC.

14. Governing Law

This Agreement shall be governed by the laws in effect in the Province/Territory of Québec, and the federal laws of Canada applicable therein and except for disputes pursuant to Section 8 hereof, any dispute with respect to the terms of this Agreement shall be decided by a court of competent jurisdiction within the Province/Territory of Québec

15. Miscellaneous

- 15.1 The Client expressly authorizes the RCIC to act on his/her behalf to the extent of the specific functions which the RCIC was retained to perform, as per Section 2 hereof.

- 15.2 This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, warranties, representations, negotiations and discussions, whether oral or written, of the parties except as specifically set forth herein.
- 15.3 This Agreement shall be binding upon the parties hereto and their respective heirs, administrators, successors and permitted assigns.
- 15.4 This Agreement may only be altered or amended when such changes are made in writing and executed by the parties hereto.
- 15.5 The provisions of this Agreement shall be deemed severable. If any provision of this Agreement shall be held unenforceable by any court of competent jurisdiction, such provision shall be severed from this Agreement, and the remaining provisions shall remain in full force and effect.
- 15.6 The headings utilized in this Agreement are for convenience only and are not to be construed in any way as additions to or limitations of the covenants and agreements contained in this Agreement.
- 15.7 Each of the parties hereto shall do and execute or cause to be done or executed all such further and other things, acts, deeds, documents and assurances as may be necessary or reasonably required to carry out the intent and purpose of this Agreement fully and effectively.
- 15.8 The Client acknowledges that he/she has had sufficient time to review this Agreement and has been given an opportunity to obtain independent legal advice and translation prior to the execution and delivery of this Agreement.
- In the event the Client did not seek independent legal advice prior to signing this Agreement, he/she did so voluntarily without any undue pressure and agrees that the failure to obtain independent legal advice shall not be used as a defence to the enforcement of obligations created by this Agreement.
- 15.9 Furthermore, the Client acknowledges that he/she has received a copy of this Agreement and agrees to be bound by its terms.