

RETAINER AGREEMENT

This Retainer Agreement is made between:

Last name: _____

First Name: _____

Mailing address: _____

Telephone number: _____

Email Address: _____

(referred to as the "CLIENT")

And

Regulated Canadian Immigration Consultant (RCIC) **Ahmed Elzoghbi** R705691 (the "RCIC"), located at 684 Av. Ampere Laval, QC H7N 6E6.

WHEREAS the RCIC and the Clients 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 Clients. 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:

1. Definitions

The terms "Council", "Disbursement" and "RCIC" shall have the meaning given to such terms in the Retainer Agreement Regulation and By-law 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 applications for Study Permit under Study program.

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

- Representing the file of the Client for Study permit application.

- Checking and verifying that all the Client (s) documents meet the requirements of the Immigration Regulations.
- Preparing and filing the Client application with the appropriate visa office.
- Communicate with the visa officer until a final decision is reached.
- Advising on medical clearance and police clearance if applicable
- Advising for Interview preparation if the Client called for an interview
- Guiding the Client appropriately at all stages and keeping informed on the progress of his/her application.

3. Clients' Responsibilities and Commitments

3.1 The Clients must provide, upon request from the RCIC:

- All necessary documentation, including the admission acceptance.
- All documentation in English or French, or with an English or French translation

3.2 The Clients understand that they must be accurate and honest in the information they provide and that any inaccuracies may void this Agreement, or seriously affect the outcome of the application or the retention of any status they may obtain. The RCIC's obligations under the Retainer Agreement are null and void if the Clients knowingly provide any inaccurate, misleading, or false material information. Clients' financial obligations remain.

3.3 In the event Immigration, Refugees and Citizenship Canada (IRCC) or Employment and Social Development Canada (ESDC) should contact the Clients directly, the Clients are instructed to notify the RCIC immediately.

3.4 The Clients are 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.

3.5 In the event of a Joint Retainer Agreement, the Clients understand that no information received in connection with the matter from one Client can be treated as confidential so far as any of the other Clients are concerned and that 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.

4. Billing method

The Client(s) will be billed by flat fee with payment by milestones. All payments will be in US Dollars for overseas clients. Taxes are extra where applicable.

5. Payment Terms and Conditions

In consideration for the above-mentioned services, the Client agrees to pay to the RCIC the sum of 1300\$ American dollars (USD) on two Installments.

- The Client acknowledges that the Professional Fees quoted above cover only and exclusively the work and duties of the RCIC.
- The Client further acknowledges that said fees do not include services such as but not limited to, open work permit application for the spouse, student permit application for children and an application for permanent residence in Canada or an application for a provincial or territorial nomination certificate. Additional legal fees shall be payable in order to assist with such services.
- The Client recognizes that only the RCIC is authorized to issue receipt(s) for payment of the Professional Fees and that the said receipt(s) will only be issued upon the reception of the fees. The Client also acknowledges that the RCIC shall not be required to commence or continue carrying out his legal services until such time as the RCIC has received the said fees in full.

THE Client acknowledges that all professional legal fees do not include the following fees: School registration • School tuition • Living expenses • Mandatory health insurance • International OR domestic courier • Application Processing Fees • Medical examination • Criminal record clearance certificate • Translation to French or English • Flight tickets

6. Payment Schedule

The Client agrees to pay to the RCIC the sum of **1300\$** American dollars (USD) on two Installments.

1. The non-refundable sum of **650 USD** immediately upon execution of this agreement by the Client.
2. The non-refundable sum of **650 USD** upon confirmation from the RCIC that his Student Permit application is ready to be submitted to the Canadian visa office.

Amounts are paid by wire bank transfer to the account below.

Beneficiary: Immigration Zoghbi Inc.

Bank Name: Royal Bank of Canada

Routing number (for payment from US): 021000021

Transit No: 02301

Institute No: 003

Account No: 1002872

Swift code: ROYCCAT2XXX

Bank address: 3100 Boulevard le Carrefour, Laval, QC H7T 2K7

Client can choose to pay using Western Union, Credit Card, or by Check If In Canada. It is the client's responsibility to ensure that the amount is deposited in full.

7. Refund Policy

The Clients acknowledge 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 Clients acknowledge that there shall be no refund due if, through no fault of the RCIC, the Study permit application is not submitted, not accepted, terminated, withdrawn 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 the Study permit is refused, rejected, withdrawn or cannot proceed due to reasons related to health, criminality/security or if the Client voluntarily withdraws the Study permit. In any event, the RCIC total liability under this Agreement is limited to any Professional Fees paid by the Client to the RCIC.

In the event the Client are unable to contact the RCIC and has reason to believe the RCIC may be dead, incapacitated, etc., the Clients 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 Clients and RCIC are to make every effort to resolve the matter between the two parties. In the event a resolution cannot be reached, the Clients are to present the complaint in writing to the RCIC and allow the RCIC **30 days** to respond to the Clients. In the event the dispute is still

unresolved, the Client may follow the complaint and discipline procedure outlined by the Council on their website 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.

Clients agree to the use of electronic communication and storage of confidential information. The RCIC will use his 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 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 Clients acknowledge that if the RCIC is asked to act on the Clients’ behalf on matters other than those outlined above in this Agreement, or because of a material change in the Clients’ 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-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 Clients' application or eligibility, which make it impossible to proceed with services detailed in section 2 of this Agreement.

12.3 This Agreement may be terminated, upon writing, by the Clients, at which time any outstanding fees or Disbursements will be refunded by the RCIC to the Clients/any outstanding fees or Disbursements will be remitted by the Clients to the RCIC.

12.4 Pursuant to Article 11 of the Code of Professional Ethics, this Agreement may be terminated, upon writing, by the RCIC, provided withdrawal does not cause prejudice to the Clients.

14. Governing Law

This Agreement shall be governed by the laws in effect in the Province of Quebec, 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 of Quebec.

15. Miscellaneous

15.1 The Clients expressly authorize the RCIC to act on their 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 Clients acknowledge that they have had sufficient time to review this Agreement and have been given an opportunity to obtain independent legal advice and translation prior to the execution and delivery of this Agreement. In the event the Clients did not seek independent legal advice prior to signing this Agreement, they did so voluntarily without any undue pressure and agree that the failure to obtain independent legal advice shall not be used as a defense to the enforcement of obligations created by this Agreement.

15.9 Furthermore, the Clients acknowledge that they have received a copy of this Agreement and agree to be bound by its terms.

15.10 The Clients acknowledge that they have requested that the Agreement be written in the English language; Les parties reconnaissent qu'elles ont exigé que ce qui précède soit rédigé en anglais.

IN WITNESS THEREOF this Agreement has been duly executed by the parties hereto on the date first above written.

Signature of Client

Date

Signature of RCIC

Date