

## 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 Suite: 1100- 1200 McGill College AveMontreal, QC H3B 4G7.

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 Clients asked the RCIC, and the RCIC has agreed, to act for the Clients in the matter of creating an application for study permit in Canada.

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

- a) Assess the Clients' qualification
- b) Preparation, submission and update of a single temporary residency application to Canada under Immigration, Refugees and Citizenship Canada's (IRCC's) - international students category.
- c) Advise the Clients with respect of the Canadian Immigration law
- d) Provide the Clients with a checklist of information and documents required in support of applications

- e) Conduct final review of the Clients' applications and related forms, supporting documents and Canadian Government processing fees
- f) Submit the Clients' application packages to the appropriate IRCC Visa Office and verify their arrival
- g) Prepare detailed letters of submission, addressed to the appropriate IRCC Visa Office, outlining the Clients' qualifications and supporting the Clients' candidacy for a Canadian Immigrant Visa
- h) Keep the Clients updated on any progress on the Clients' case and respond to all reasonable requests from and/or on behalf of the Clients
- i) Intervene with Canada's authorities in the event of any problems related to the processing of the applications
- j) Handle all correspondence with IRCC on the Clients' behalf in respect to the Clients' applications
- k) RCIC's obligations still valid until the final disposition of the submitted application or until the Client receives a decision from IRCC

### **3. Clients' Responsibilities and Commitments**

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

- All necessary documentation
- 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 Clients will be billed based on a flat fee with payments by milestones. Taxes are extra

where applicable.

## 5. Professional fees

The Client agrees to pay to Immigration Zoghbi Inc. the amount of **USD 1100** on account as per the following schedule:

- The sum of **USD 550** immediately upon execution of this agreement by the Client (Document reviewing and assessment step).
- The sum of **USD 550** immediately after confirming that the file is ready to be submitted to the Canadian government.
- 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 any other immigration services that the ones listed in section 2. 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 methods

Amounts are paid by credit card or bank transfere.

## 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 Profile and/or the 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 Profile and/or the Application is refused, rejected, withdrawn or cannot proceed due to reasons related to health, criminality/security or if the Client voluntarily withdraws the Profile and/or the

Application. 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 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