



IMMIGRATION SERVICES

Retainer Agreement

1.0 Contact Information

AND

Regulated Canadian Immigration Consultant (RCIC)

RCIC Name: **CHRISTINE McLEAN** RCIC Membership #: **R529385**
RCIC Address: 22 Saint Antoine Sud # 1, Granby
Telephone number: 450 531 3614
Fax Number: Email Address: Christine@s1e.com

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:

2.0 RCIC Responsibilities and Commitment

The Client(s) asked the RCIC, and the RCIC has agreed, to act for the Client(s) in the matter of:

Work permit for Canada to work with Fusion West manufacturing

In consideration of the fees charged and the matter stated above, the RCICs agree to do the following:

- a) Confirm the requirements the Client(s) have to meet to be eligible;
- b) Make representation on the Client(s) behalf to Employment Service Development Centre and Citizenship and Immigration Canada ("CIC") and/or Immigration and Refugee Board and to any Provincial Government Office.
- c) Complete the government forms and give the Client(s) a checklist of the necessary substantiating documents;
- d) Package application based on required checklist and submit to concerned CIC Visa Office or Provincial Government Office,
- e) Update the Client(s) of the application process;
- f) Prepare the Client(s) for an interview if required;
- g) Respond to the decisions of CIC generally and advice the Client(s) of options related to those decisions.

2.1 Duties of RCIC

It is acknowledged and agreed that RCIC shall protect my privacy and treat all information Client(s) provided as strictly confidential. RCIC shall diligently provide those services reasonably required to fully represent and protect Client's interest and shall take reasonable steps to keep Client(s) informed of the progress of all matters and shall respond to Client(s) inquiries in a timely manner. RCIC shall promptly notify Client(s) of all significant developments and shall consult in advance with Client(s) as to any significant decisions that need to be made

3.0 Client(s) Responsibilities and Commitment

The Client must provide, upon request from the RCIC(s):

- *All necessary documentation*
- *All documentation in English or French, or with an English or French translation*

The member's obligations under the Retainer Agreement are null and void if the Client knowingly provide any inaccurate, misleading or false material information. The client's financial obligations remains.

3.1 Documentation

Client(s) acknowledges that the immigration procedure demands and expects the timely submission of documents, information and response to communication by RCIC or the relevant Canadian authorities. Any delay or delays can only jeopardize the immigration process and/or cause unnecessary delays. Therefore, Client(s) accepts that it is his responsibility to collect all required documents and information for submission to the Canadian authorities according to the instructions and/or checklist provided by RCIC. Client(s) will not hold RCIC responsible for any delays, deferments or rejection of Client(s) application caused by Client(s)'s part in providing insufficient or inappropriate information or documents or in the case of late or delayed action or communication on Client(s) part.

3.2 Travel

Client(s) acknowledges and accepts that the immigration procedure may require that Client(s), along with their family members, travel and appear for personal interview. If such case, it is Client(s)'s responsibility to make all travel arrangements and bear any related costs to ensure that they comply with the requirement to appear for said interview. Client(s) will not hold RCIC responsible if Client(s) case is delayed or rejected as a result of their family's inability to appear for said interview

3.3 Limitation

Client(s) acknowledges and agrees that should Client(s) or any accompanying family member have an undisclosed medical or criminal problem(s), or should Client(s) provide RCIC with any false or misleading information, or should Client(s) not advise RCIC of any relevant changes in circumstances such as a pending civil or criminal prosecution or change of marital status, or should unforeseen subsequent or retroactive changes to immigration laws occur from the date of this contract and if Client(s) application for immigration is refused as a result of such change of law or act or omission on Client(s)'s part. RCIC will not be liable to Client(s) for any further services and would be deemed to have completed all of RCIC duties to Client(s). Also, all fees paid to RCIC would be deemed to have been paid in full for services rendered and hence non-refundable to Client(s).

Requirement to be truthful

Client(s) acknowledge(s) and agree(s) to be **truthful** and **accurate** in the information he/she/they provide(s) and that any inaccuracies may seriously affect the approval of his/her/their application or the retention of any status he/she/they may obtain.

4.0 Billing Method, Payment Terms and Conditions

Client(s) will be provided an invoice as per accomplishment or milestone as specified in the agreement. Payment must be made as soon as invoice is received.

A final invoice will then be issued when all services are completed on Client(s)'s file/case/ or application has been filed. Client(s) is required to pay all outstanding amounts.

4.1 Minimum Fee

Client(s) understand that once this retainer agreement is signed and RCIC open a file for Client(s) case and should Client(s) decide to go no further even if no papers have been prepared or filed, that the amount **of CDN \$ 500.00** will not be refunded. This is to cover for the initial consultations and other time spent on the case.

4.2 No Guarantee

Client(s) acknowledge(s) and agree(s) that the fees paid to RCIC do not guarantee the acceptance of Client(s) application nor have any representations been made by RCIC that the success of Client(s) application is guaranteed.

4.3 Payment Schedule upon receipt

5.0 Refund Policy

The Client acknowledge that the granting of visa or status and the time required for processing this application is at the sole discretion of the regulatory body or the government and not the RCIC.

If, however, the application is denied because of an error or omission on the part of the RCIC or professional staff, the RCIC will refund all professional fees less the administrative fees collected via the method requested by the client (cash, cheque, wire transfer). The Client(s) agrees that the fees paid are for services indicated above, and any refund is strictly limited to the amount of fees paid.

Any unused fees will be refunded via the method requested by the client (cash, cheque, wire transfer) within 45 days upon receipt pf client's instructions.

The client acknowledges that no refund will be granted should the client voluntarily withdraws the application prior to obtaining visa and when services were already rendered and invoiced by the RCIC.

The client acknowledges that no refund will be granted in the event of application refusal or when the application is denied due to misrepresentation, medical and criminal inadmissibility.

Planned and Unplanned Absence

In the event the Client(s) is unable to contact the RCIC and has reason to believe the Member may be dead, incapacitated or temporarily unable to fulfill the duties outlined, the Client should contact the following:

Responsible Person:

Maria Chona Villapando

3024 Hurontario Street, 206A
Mississauga, Ontario
L5B 4M4

Chona.villapando@mcvproservices.com

Tel : +1 416 628 1974

6.0 Dispute Resolution Related to the Code of Professional Ethics

Please be advised that **Christine McLean** is member in good standing of the Immigration Consultants of Canada Regulatory Council (ICCRC), and as such, is bound by its By-laws, Code of Professional Ethics, and associated Regulations.

In the event of a dispute, the Client(s) 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(s) are to present the complaint in writing to the RCIC(s) and allow the RCIC **30 days** to respond to the Client(s). In the event the dispute is still unresolved, the Client(s) may follow the complaint and discipline procedure outlined by ICCRC on their website:

<http://www.iccrc-crcic.ca/public/complaintsDiscipline.cfm>

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

7.0 Confidentiality

All information and documentation reviewed by the RCIC, required by CIC 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(s) 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.

8.0 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.

9.0 Change Policy

The Client(s) acknowledge that if the RCIC (s) 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-related applications, the Agreement can be modified accordingly upon mutual agreement.

10.0 Termination

- 10.1 This Agreement is considered terminated upon completion of tasks identified under section 2 of this agreement.
- 10.2 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.

11.0 Discharge or Withdrawal of Representation

- 11.1 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.
- 11.2 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.

12. Governing Law

This Agreement shall be governed by the laws in effect in the Province/Territory of _____, 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 _____.

13.0 Miscellaneous

13.1 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.

13.2 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.

13.3 This Agreement shall be binding upon the parties hereto and their respective heirs, administrators, successors and permitted assigns.

13.4 This Agreement may only be altered or amended when such changes are made in writing and executed by the parties hereto.

13.5 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.

13.6 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.

13.7 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.

13.8 Furthermore, the Client acknowledges that he/she has received a copy of this Agreement and agrees to be bound by its terms.

13.9 The Client acknowledges that he/she has requested that the Agreement be written in the English language