5-124 Elizabeth St.

Toronto, ON

M5G 1P5

347-943-6959

canada@ttworktravel.com

Client No: TBD

Matter No: TBD

**RETAINER AGREEMENT**

Date: TBD

This agreement is made on the above date between the RCIC and the client as follows:

RCIC Information:

Ms. Kaiande Devonish

5-124 Elizabeth St.

Toronto, ON

M5G 1P5

347-943-6959

Client Information:

TBD

1. The above-named client has agreed to retain the services of the RCIC regarding the creation of an Express Entry Profile and the submission of a Permanent Residence application under Express Entry for Canada I CONSIDERATION of the mutual covenants contained in this Agreement; the parties agree as follows:

2. **RCIC Responsibilities and Commitments**

The Client asked the RCIC, and the RCIC has agreed, to act for the Client in the matter of submitting two applications for a Permanent Residence Card Renewal for herself and dependent son. In consideration of the fees paid and the matter stated above, the RCIC agrees to do the following:

1. Prepare a document checklist for forms and documents required by Immigration, Refugees and Citizenship Canada;

1. Assist the Client with respect to the proper completion of the application forms and supporting documentation and information required by Immigration, Refugees and Citizenship Canada.
2. Submit the Application to IRCC on behalf of the Client.

3. **Client Responsibilities and Commitments**

The client hereby agrees to provide, upon request from the RCIC:

- All necessary documentation

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

- 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.

- In the event that Immigration Refugees and Citizenship Canada (IRCC) or Employment and Social Development Canada (ESDC) should contact the client directly, the client is instructed to notify the RCIC immediately.

- 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.

- In the event of a Joint Retainer Agreement, the clients agree 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 all of the clients and may have to withdraw completely.

4. **Billing method**

The Client will be billed by a flat fee with the agreed option of payment in milestones (if necessary). However, all fees must be paid prior to the submission of the application to the respective government branch (IRCC/ ESDC).

The details of this billing method are as follows, **(All payments will be in Canadian Dollars):**

1st Payment - $xxxx On signing the Retainer Agreement (incl discount)

2nd Payment - $xxxx Before submitting of application to Canada Processing Office

**Total fees - $xxxx**

5. **Payment Terms and Conditions**

Professional Fees in Canadian Dollars:

Professional Service Fees $xxxx + $xxxx (dependent)

Discount (Friend & Family) $xxxx

Government Fees (PR Card) $xxxx x 2 = $xxxxx

Applicable taxes $xxxx

**Total Cost $xxxx**

The above amount is in Canadian Dollars and is to be paid by the client, further this amount is subject to change upon mutual agreement of both parties. The fees above reflect the administrative or legal cost and government fees but do not include disbursement fees (mailing, biometrics etc.)

\*Please note that government fees may change at any given time by IRCC and that the fees above refer to the processing of a specific application however, your processing fees may vary depending on the application type.

6. **Invoicing**

The RCIC will provide invoices, which include:

• the name and address of the Client,

• a list of services rendered,

• the date(s) the services were rendered, and

• the total fees and applicable taxes payable to the RCIC for the services rendered.

Invoices must be provided to the Client in accordance with the payment terms and conditions, found in section 5 of this Retainer Agreement. Additionally, upon the RCIC withdrawing or being discharged from representation, the RCIC must provide the Client with Statement of Account detailing all services that have been rendered or accounting for the time that has been spent on the Client’s file.

7. **Refund Policy**

The client acknowledges that the granting of a visa or status at the time required for processing the 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 because the work has already been completed. If, however, the RCIC or professional staff do not complete the tasks agreed upon in this retainer, the RCIC will refund part or all of the professional fees allocated. The completion of an application even though the client may have a change of heart with respect to the submission, will result in a non-refund of fees paid because the work was in fact completed, and similarly, a partial completion of the application will result in a partial refund of fees paid. Therefore, only unused fees will be refunded. The client agrees that the fees paid are for services indicated in this agreement, and any refund is strictly limited to the amount of fees paid.

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 to ICCRC. The discipline procedure is outlined by the Council on their website under the heading "File a Complaint".

CICC Contact Information:

College of Immigration and Citizenship Consultants (CICC)

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 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 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 in this retainer 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**

This agreement is considered terminated upon the completion of tasks identified in this retainer agreement. This agreement is considered terminated if material changes occur to the Client's application or eligibility, which will make it impossible to proceed with services stipulated in this retainer. However, refunds will be only permitted according to section 7 of this agreement.

13. **Discharge or Withdrawal of Representation**

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 pursuant to section 7 of this retainer agreement. Also, 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 pursuant to section 7 of this retainer agreement.

14. **Governing Law**

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

15. **Miscellaneous**

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 this retainer agreement.

16. **Validation**

The Client acknowledge that they have read this Agreement, understand it, have obtained such independent legal advice as they deem appropriate, have sought translation and agree to be bound by its terms. The Client acknowledge that they have requested that the Agreement be written in the English language

Client Name (Please Print): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Client Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

RCIC Name: Kaiande Devonish, RCIC-IRB

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(The Signature of the RCIC will be provided to the client once the Client signed the Agreement and sent the initial payment).