

Retainer Agreement

This document is an agreement, and contains important information about the rights and obligations of the Parties. Please read it carefully. We are ready to explain the contents; however, we encourage you to consult with third parties such as your lawyer in order to make sure you fully understand your rights and obligations, if necessary.

Agreement Number: XXXX

RCIC Membership Number: R530633

This Retainer Agreement is made this _____ day of XXXX, between **Payam Pakmehr**, Regulated Canadian Immigration Consultant (the "RCIC"), located at **XXXX** and the following Clients:

- **XXXX** (Main Applicant), Passport # **XXXX**
- **XXXX** (Dependant), Passport # **XXXX**

Address: XXXX

Postal Code: **XXXX**

WHEREAS the RCIC and the Client(s) 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(s).

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 "Client", "Council" and "Disbursement" 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(s) asked the RCIC, and the RCIC has agreed, to act for the Client(s) in the matter of providing Client(s) with XXXX

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

- 1) XXXX
- 2) XXXX
- 3) XXXX
- 4) XXXX

The Client(s) Initials:

RCIC Initials:

3. Outcome of the Application

The Client(s) acknowledges that this agreement is for RCIC's best efforts, knowledge and expertise in connection with the application. The Client(s) acknowledges that the final decision for the Clients' XXXX is solely made by the immigration officers.

4. Clients Responsibilities and Commitments

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

- 1) All required documentation for XXXXXX
- 2) All required documentation in English or French, or with an English or French translation.

4.2 The Client(s) 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 Clients' financial obligations remain.

4.3 In the event 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.

4.4 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.

4.5 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 both or all of the Clients and may have to withdraw completely.

4.6 RCIC's obligations under the Retainer Agreement are null and void if the Client(s) knowingly provide(s) any inaccurate, misleading or false material information. The client's financial obligations remain.

5. Professional Fees and Billing Method

The Client(s) agrees to pay professional fees of XXXX Canadian Dollars as per following for the services outlined in the herein Agreement. the Client(s) will not be charged tax as they are non-resident foreign nationals:

1) XXXX

2) XXXX

The Client(s) Initials:

RCIC Initials:

NOTE 1: Other fees such as disbursements, IRCC related processing fees, courier fees, applicable taxes and government fees are payable by the Client(s) and are subject to change.

Professional, Government and other fees as applicable shall be paid into the following account in Canada

Bank Name	XXXX
SWIFT Code	XXXX
Institution Number	XXXX
Bank Account	XXXX
Transit Number	XXXX
Beneficiary	XXXX
Beneficiary address	XXXX
Country	Canada

6. Refund Policy

The Client(s) 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(s) acknowledges that fees are not refundable in the event of an application refusal.

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

7. Dispute Resolution

Please be advised that **Payam Pakmehr** is a 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 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(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

The Client(s) Initials:

RCIC Initials:

8. 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(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 using Cloud-based file storage.

9. 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.

10. Change Policy

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

11. Termination

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

11.2 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.

12. Discharge or Withdrawal of Representation

12.1 The Client(s) 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.

12.2 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(s), 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(s) to the RCIC.

13. Responding to Clients Communications

RCIC will do its best to respond to Client's communications in a timely manner that is within forty-eight (48) hours. In the event the RCIC is unable to respond to the client's contact in a timely fashion or within the time agreed then a support staff instructed by RCIC would respond to the client's communications within seventy-two (72) hours.

The Client(s) acknowledges and confirms that the RCIC and its agents or hires will be in communication with the Client(s), and through email and phone communications to **XXXX** and **XXXX** or through the Client's WhatsApp profile with Phone # **XXXX**.

The Client(s) Initials:

RCIC Initials:

14. Planned or Unplanned Absence

In case of on an official leave of absence or travelling outside of the country RCIC resides or works (i.e. Iran or Canada) for a period of more than thirty (30) consecutive days, during which RCIC does not intend to discharge the usual duties of his consulting practice, RCIC will designate one or more Authorized Representative(s) who will assume the responsibility of the practice while RCIC is on leave or travelling. The information of the Authorized Representative(s) will be clearly communicated to Client(s) prior to such absence.

RCIC has designated and has communicated with ICCRC the contact information (including the name, primary and secondary address, telephone number and e-mail address) of the Authorized Representative and/or Responsible Person in case of on an unplanned absence during which RCIC intends to discharge or is forced to discharge from the usual duties of his consulting practice, (i.e. death, accident,..). The Authorized Representative or Responsible Person would allow for the maintenance of the RCIC consulting practice.

Note: In the event the Client(s) is unable to contact the Member and has reason to believe the Member may be dead, incapacitated or otherwise unable to fulfill his/her duties the Client(s) should contact ICCRC via contact information mentioned in section 7 of this Agreement.

15. 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.

16. Miscellaneous

16.1 The Client(s) 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.

16.2 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.

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

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

16.5 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.

16.6 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.

16.7 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.

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

The Client(s) Initials:

RCIC Initials:

17. Validation

The Client(s) 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.

18. Contact Information

Client (Main Applicant) Given Name: **XXXX**, Family Name: **XXXX**,

Address: **XXXX**

Passport Number: **XXXX**

Phone Number: **XXXX**

Date of Birth: **XXXX**

E-mail Address: **XXXX@XXXX.com**

Client (Dependant) Given Name: **XXXX**, Family Name: **XXXX**,

Address: **XXXX**

Passport Number: **XXXX**

Date of Birth: **XXXX**

Phone Number: **XXXX**

E-mail Address: **XXXX**

RCIC Given Name: **Payam**, Family Name: **Pakmehr**, Address: **XXXX**,

Telephone Number: **+1 416-428-7400**, E-mail: **info@pirsookgroup.com**

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

Client (Main Applicant) Name and Signature

RCIC Name and Signature

Date

Date

Client (Dependant) Name and Signature

Date