

RETAINER AGREEMENT

This Retainer Agreement is made this 28 day of November 2018

Between

Omid Asgari - The Client(s)

File Number: 1392

And

Regulated Canadian Immigration Consultant (RCIC)

Dotan Shenhav RCIC R524583

Leedman & Associates Inc.

1. RCIC RESPONSIBILITIES AND COMMITMENTS

The Client(s) asked the RCIC, and the RCIC has agreed to act for the Client(s) in the matter(s) described in Appendix A

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

- a) Advise the Client(s) with respect to Canadian Immigration and Citizenship Law;
- b) Assess the Client(s) respective eligibilities under the program;
- c) Advise the Client(s) as to the most appropriate immigration stream/category for immigration to Canada;
- d) Provide the Client(s) with a checklist(s) of information and documents required in support of application(s);
- e) Guide the Client(s) through the process and review all documents to ensure consistency and accuracy;
- f) Review and analyze documents received in support of application(s);
- g) Collect requisite government fees on behalf of Client(s) and submit to IRCC in proper payment form (i.e. credit card payment, money order, etc.), if requested;
- h) Provide the Clients with drafts of all forms for review and sign off;
- i) Submit the Clients' application package to the appropriate Immigration, Refugees and Citizenship Canada (IRCC) office and verify its arrival;
- j) Track the Client(s)' file through immigration process as to facilitate the issuance of Confirmation of Permanent Residence in Canada or other Canadian Visa or Immigration status document;
- k) Keep the Client(s) updated on any progress on the case and respond to all reasonable requests;
- l) Handle all correspondence with IRCC on Client(s)' behalf in respect to the application(s);
- m) Guide the Client(s) through the process of obtaining medical and security clearances, when required;
- n) Prepare the Client(s) in advance, if an interview with IRCC Officer is requested;

- o) Act in the best interest of the Client(s) within the limits of Canadian Law.

2. CLIENT(S) RESPONSIBILITIES AND COMMITMENTS

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

- 2.1. All necessary documentation;
- 2.2. All documentation must be in English (unless translation services through Leedman & Associates Inc. are requested)
- 2.3. The Client(s) understand(s) that he/she must be accurate and honest in the information he/she provides and that any inaccuracies may void this Agreement, and/or seriously affect the outcome of the application or the retention of any status he/she may obtain. The RCIC's obligation 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.
- 2.4. It is the Client's responsibility to attain the required level of knowledge of English and/or French language for permanent residency through a recognized and approved language testing services.
 - 2.4.1. The level of English required will be communicated by the RCIC to the client depending on various personal factors and the IRCC requirements at the time of file preparation, as they affect the Express Entry score.
- 2.5. In the event that IRCC should contact the Client(s) directly, the Client(s) is (are) instructed to notify the RCIC immediately.
- 2.6. The Client(s) is(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.
- 2.7. As Spousal Sponsorship requires joint Retainer Agreement, the Client(s) 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 the Clients and may have to withdraw representation completely.

3. BILLING METHOD

- a. The Client(s) will be billed based on an hourly rate of CAD\$200.00 per hour not to exceed the flat fee agreed upon in Appendix A.
- b. All fees are in Canadian Dollars unless stated otherwise
- c. All professional fees are subject to Harmonized Sales Tax (HST of 13%) unless deemed otherwise by Canada Revenue Agency (CRA).

4. PAYMENT TERMS AND CONDITIONS

- a. Retainer Deposit amount is due upon signing this agreement and held in credit of the client(s) in the RCIC's Client account.
- b. RCIC will commence work and receipt of payment and will record time and tasks spent for the client(s).
- c. Client agree to pay deposit amounts as set in Schedule A which will be deposited to the RCIC's CLIENT ACCOUNT and be held to pay for work performed.

Client initials _____

- d. RCIC will deem amounts earned per work performed based on hourly rate and record of time spent kept by the RCIC
- e. From time to time RCIC will withdraw funds for worked performed from the Client Account against an invoice that will be available for the client
- f. Should time spent exceed the agreed upon amount in Appendix A, within the scope of the service agreed upon, the RCIC will waive the amounts in excess.
- g. In accordance to the payment schedule in Appendix A, RCIC will issue the client(s) a deposit invoices for subsequent payments.
- h. Payments by the client are due upon receipt of invoice.
- i. Nonpayment will render the client(s)'s case inactive, until payment is received.
- j. Professional fees as agreed upon and described in appendix A **do not include** government fees, third party disbursements, or HST (as applicable).
- k. Government fees and third-party disbursements are described in Appendix A and may change depending on the client(s)' specific case.

5. REFUND POLICY

- a. The Client(s) understand(s) that once they have signed this Retainer Agreement and Leedman & Associates Inc. opens a file, should they decide not to continue the process for any reason, any unearned fees will be refunded less a consultation fee of CAD\$500 and administrative fee of CAD\$250. In addition, the RCIC will bill for any worked performed at the hourly rate describe in in section 3.a.
- b. The Client(s) acknowledge that the granting of a visa, status and the time required for processing of such is at the sole discretion of the government and not the RCIC. Furthermore, the Client(s) acknowledge(s) that the fees are not refundable in the event of an application refusal.
- c. 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 collected. The Client(s) agree(s) that the fees paid are for services indicated in Section 1, and any refund is strictly limited to the fees paid.
- d. Government fees paid are not refundable and are not included in the scope of the refund policy, specifically as pertained to section 5.c. However, should the government refund any government fees they will be credited to the client(s), if such fees were paid by the client through the RCIC, to the government.

6. DISPUTE RESOLUTION RELATED TO THE CODE OF PROFESSIONAL ETHICS

Please be advised that the RCIC 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 dispute related to the Code of Professional Ethics, 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 and allow the RCIC 14 days to respond to the Client(s). In the event the dispute is still unresolved, the Client(s) may follow

Client initials_____

the complaint and discipline procedure outlined by the ICCRC on their website under “File a Complaint” section.

ICCRC Contact Information:

Immigration Consultants of Canada Regulatory Council (ICCRC)

5500 North Service Rd., Suite 1002, Burlington, ON, L7L 6W6

Toll free: 1-877-863-7543

7. CONFIDENTIALITY

All information and documentation reviewed by the RCIC, required by the IRCC and all other governing bodies, and used for the preparation of the application will not be divulged to any third party, other than employees, without prior consent, except as demanded by law. The RCIC and employees of the RCIC, are also bound by the confidentiality requirement of Article 8 of the Code of Professional Ethics.

8. CHANGE POLICY

The Client(s) acknowledge(s) that if the RCIC is asked to act on the Client(s)' behalf on matters other than those outlined in Section 1, 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.

9. TERMINATION

- a. This Agreement is considered terminated upon completion of tasks identified in Section 1 of the Agreement
- b. This Agreement is considered terminated if material changes occur to the Client(s) application or eligibility, which would make it impossible to proceed with services detailed in Section 1 of this Agreement.

10. DISCHARGE OR WITHDRAWAL OF REPRESENTATION

- a. The Client(s) may discharge representation and terminate this Agreement, upon writing, at which time a statement of fees is to be prepared and either:
 - b. outstanding fees and/or disbursements to be refunded by the RCIC to the Client(s), or
 - c. any outstanding fees and/or disbursement to be remitted by the Client(s) to the RCIC.
- d. 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 either:
 - e. outstanding fees and/or disbursements to be refunded by the RCIC to the Client(s), or
 - f. any outstanding fees and/or disbursement to be remitted by the Client(s) to the RCIC.
- g. In case of discharge or withdrawal the refund policy in section 5 of this agreement applies.

11. THIRD PARTIES AND METHOD OF COMMUNICATION

The Clients confirm that the primary method of communication between the Clients and the RCIC is e-mail (provided by Client(s)) or a secured message platform that may be provided by the RCIC.

In the case that the Client(s) assign a third party (any person other than the applicants) to communicate with the RCIC on their behalf, the Client(s) is(are) to provide the names and contact information of such third parties to the RCIC in this agreement or in writing at a later date.

Authorized Third Party:

Name: Al Mondì

Contact information: [6478967141](tel:6478967141) amondi@ecomtracks.com

12. OTHER

- a. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes any prior agreements, understandings, warranties, representations, negotiations and discussions, whether oral or written, of the parties except as specifically set forth herein.
- b. RCIC will not file Client's application with IRCC office until such time as the Client(s) has(have) paid required installments in accordance with the payment terms.
- c. Fees paid to RCIC do not guarantee the success of Client(s)' application or their admission to Canada as a permanent resident(s), temporary resident visa, or other immigration Status.
- d. The RCIC will not provide any consultations with respect to any other types of Canadian Law (Taxation, Criminal, Family, etc.)
- e. RCIC cannot guarantee the timeframe for the processing of Client's application. The processing time frame is entirely dependent upon the resources and volume of the responsible IRCC office.
- f. In the event the client is unable to contact the RCIC and has reason to believe that RCIC is either dead or incapacitated, the client should contact the ICCRC at +1-289-348-0422

13. VALIDATION

The Client(s) acknowledge that he/she/they has/have read this Retainer Agreement, understand(s) it, has/have obtained such independent legal advice as they deem appropriate, has/have sought translation and agree to be bound by its terms.

14. Contact Information

The Client:

Omid Asgari

Address: Iran

Telephone Number:

Email Address: amondi@ecomtracks.com

Client initials _____

The RCIC:

Dotan Shenhav RCIC R524583 – Leedman & Associates Inc.

9131 Keele Street, Unit 4A Toronto, ON L4K0G7

Telephone Number: 416-848-0742 Fax Number: 416-848-0742

Email address: dotan@leedman.ca

15. **Governing Law**

This agreement shall be governed by the laws in effect in the province of Ontario, Canada, and the federal laws of Canada applicable therein and except for dispute pursuant to section 6 of this agreement, any dispute with respect to the terms of this Agreement shall be decided by a court of competent jurisdiction within the Province on Ontario, Canada.

16. **Authorization**

By executing this agreement, the Client(s) authorizes the RCIC to act on his or her behalf for advancing his or her interests with respect to the Immigration and Refugee Protection Act or the Citizenship Act and in the scope described in Schedule A.

Client(s)/Designate Signature:	RCIC Signature:
Date:	Date:

Appendix A

I. Services Retained:

1. LMIA Owner Operator (Including work permit for principal applicant and spouse);
2. Permanent Residence Application;

II. Total Professional Fee (in Canadian Dollars CAD\$):

1. For Service 1 above: \$15,000.00
2. For Service 2 above: \$3,000.00

III. Payment Schedule:

- a. Retainer Deposit in the amount of **\$5,000.00** due upon signing this application
- b. Payment in the amount of **\$5,500.00** along with any disbursements incurred or to be pre-paid due once LMIA application is ready for submission
- c. Payment in the amount of **\$4,500.00** along with any disbursements incurred or to be pre-paid due once work permit application is ready for submission
- d. Payment in the amount of **\$2,000.00** along with any disbursements incurred or to be pre-paid due once Permanent Resident Application ready for submission
- e. Payment in the amount of **\$1,000.00** along with any disbursements incurred or to be pre-paid due 90 days after forth (4rd) payment is due

IV. Government fees:

The following are the applicable government fees based on the information provided by the client(s) at the time of signing the retainer – payable by the client(s):

Name of Fee	Amount in CAD\$
LMIA Application Submission fee	\$1000
LMIA Work Permit Application fee	\$155
Spouse Open Work Permit fee	\$155
Open Work Permit Holder Fee	\$100
Dependent child study permit (if applicable)	\$150
Biometrics collection fee (per application)	\$170
Permanent Resident Application fee per adult	\$550x2=\$1100
Permanent Resident application fee for child	\$150 (per child under 22)

Right of Permanent Resident Fee	\$490x2=\$980
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- V. Other disbursements as applicable (List contain most common disbursements. Other disbursements may apply):
- a. Courier/Postage fees: estimated CAD\$0-200 (depending on location and volume);
 - b. Translation and notarization of documents, if applicable. Amount will be quoted to client(s) beforehand;
 - c. Education Equivalency Assessment, as applicable;
 - d. Medical examination
 - e. IELTS- General, or CELPIP-General, exam