



Dr. Muhammad Abrar

Barrister, Solicitor & Notary Public

Dr. A&M Canadian Immigration Law Firm

1489 Chancellor Dr, Winnipeg, MB. R3T 4S4 ☎ +1 (204) 416-9786 📠 +1 (204) 504-2786

✉ +1 (204) 442-2786 ✉ doctor@amcaim.ca 🌐 www.amcaim.ca

9th February 2024

Retainer Agreement

Re: Application

John Doe (the “Client”) has retained Dr. A&M Immigration Law Firm to represent the client in connection with filing of Application more specifically described here below.

At this time, the firm is retained only to provide aforesaid legal services. The firm has not been retained to represent the clients generally or in connection with any other matter.

1. Definitions

“Client” means people whose interests the Dr. A&M IMMIGRATION LAW FIRM undertakes to advance, for a fee.

“Dr. A&M IMMIGRATION LAW FIRM” means the law firm who can offer immigration advice and/or service for a fee.

2. Dr. A&M IMMIGRATION LAW FIRM Responsibilities and Commitment

The Client asked the Dr. A&M IMMIGRATION LAW FIRM, and the Dr. A&M IMMIGRATION LAW FIRM has agreed, to act for the Client in the matter of:

- *Application*

In consideration of the fees paid and the matter stated above, the Dr. A&M IMMIGRATION LAW FIRM agrees to do the following:

2.1 Checking eligibility.

2.2 Advise the client with respect of the Canadian Immigration law.

2.3 Provide client with a checklist of information and documents required in support of application.

2.4 Prepare a detailed cover letter, addressed to the appropriate IRCC (Immigration, Refugees and Citizenship Canada) Visa Office, outlining the client’s qualifications, and supporting the client’s candidacy for a Canadian Immigrant Visa.

2.5 Conduct final review of the client’s application and related forms, supporting documents and Canadian Government processing fees.

2.6 Submit the client’s application package to the appropriate IRCC Visa Office and verify its arrival.



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- 2.7 Keep the client updated on any progress on the client's case and respond to all reasonable requests from and/or on behalf of the client.
- 2.8 Intervene with Canada's authorities in the event of any problems related to the processing of the application.
- 2.9 Handle all correspondence with IRCC on the client's behalf in respect to the client's application.
- 2.10 Prepare the client in advance if a Selection Interview with a IRCC Officer is requested.
- 2.11 Dr. A&M IMMIGRATION LAW FIRM will make the completed application.

3. Client Responsibilities and Commitment

- 3.1 The Client must provide, upon request from the Dr. A&M IMMIGRATION LAW FIRM the following:
 - All required information.
 - All necessary documentation.
 - All documentation in English, or with an English translation.
- 3.2 The Client understands that he/she must be accurate and honest in the information he/she provides and that any inaccuracies may void this Retainer Letter, or seriously affect the outcome of the application or the retention of any status he/she may obtain. Dr. A&M IMMIGRATION LAW FIRM's obligations under the Retainer Letter are null and void if the Client knowingly provides any inaccurate, misleading, or false material information. The Client's financial obligations remain.
- 3.3 In the event IRCC or Human Resources and Skills Development Canada (HRSDC) should contact the Client directly, the Client is instructed to notify the Dr. A&M IMMIGRATION LAW FIRM immediately.
- 3.4 The Client is to immediately advise the Dr. A&M IMMIGRATION LAW FIRM 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 Letter, pursuant to Article 13 of the Code of Professional Ethics, 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 (Article 13.1.1) and that if a conflict develops that cannot be resolved, the Dr. A&M IMMIGRATION LAW FIRM cannot continue to act for both or all the Clients and may have to withdraw completely (Article 13.1.2)



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4. Billing method

The Client will be billed a flat fee and the total professional fee in Canadian dollars is **CAN \$100.00**, exclusive of any government charges.

Payment Terms and Conditions:

4.1 Payment of CAN \$112.0 to be made within 15th February 2024.

Payment of CAN \$112.0 to be made within 15th March 2024.

4.2 The client shall make necessary arrangements for all applicable government fees at the time of submitting the application.

4.3 Other courier fees, government dues, disbursements, translation fees, etc. during the process of the application will be payable by client.

4.4 Applicable Taxes: *Not applicable if client resides outside Canada.*

4.5 After submitting the application, we will charge extra \$300 per hour for any consultation/inquiry by phone, email, or any other correspondence.

5. No Judicial Review and Appeal

This agreement shall solely apply to the aforementioned case, and therein, no provisions for judicial review or appeal fees shall be included within this agreement.

6. Reviewal of Application and Elimination of Errors

The Client shall have the opportunity to review the application in its entirety prior to its submission. In the event of any error(s) or omission(s), it is incumbent upon the Client to promptly notify the staff before the application is submitted. Dr. A&M IMMIGRATION LAW FIRM and its staff members shall not be held liable for any claims, damages, or refunds resulting from the Client's failure to notify staff of such errors or omissions.

7. Refund Policy

The Client 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 Dr. A&M IMMIGRATION LAW FIRM.

If, however, the application is denied because of an error or omission on the part of the Dr. A&M IMMIGRATION LAW FIRM or professional staff, the Dr. A&M IMMIGRATION LAW FIRM will refund all professional fees collected in respect of specific stage involving error or omission, minus the administration or post, translation fees.

Dr. A&M IMMIGRATION LAW FIRM does not have any obligation to refund the applicant in case the application refusal is due to one of the followings:



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- 7.1 Criminal Inadmissibility of any kind,
- 7.2 Medical Inadmissibility,
- 7.3 False declaration or forging documents,
- 7.4 Cancellation of the application,
- 7.5 Disobeying the instructions given by the Dr. A&M Immigration Law Firm or its Lawyer(s),
- 7.6 Cancelling the appointment of the Dr. A&M IMMIGRATION LAW FIRM as the representative,
- 7.7 Applicant(s)'s withdrawal from *Application* application or time bared.
- 7.8 Any change in family status from the time the application is made and until the issuance of the visa, without prior notice to Dr. A&M Immigration Law Firm or its Lawyer(s), will result in a refusal,
- 7.9 Client's failure to receive communication or notification from Dr. A&M IMMIGRATION LAW FIRM due to technical problems,
- 7.10 Any changes to immigration regulations by relevant province or federal government of Canada.

The Client agrees that the fees paid are for services indicated section 2 of this Retainer Letter, and any refund is strictly limited to the amount of fees paid.

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 Dr. A&M IMMIGRATION LAW FIRM 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 Dr. A&M IMMIGRATION LAW FIRM and allow the Dr. A&M IMMIGRATION LAW FIRM 30 days to respond to the Client.

9. Dr. A&M Immigration Law Firm Contact Information:

Address: 1489 Chancellor Dr, Winnipeg, MB R3T 4S4
Phone: +1 (204) 442-2786
Fax: +1 (204) 504-2786
E-mail: doctor@amcaim.ca



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10. Confidentiality

All information and documentation reviewed by the Dr. A&M IMMIGRATION LAW FIRM, 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. Dr. A&M IMMIGRATION LAW FIRM, and all agents and employees of the Dr. A&M IMMIGRATION LAW FIRM are also bound by the confidentiality requirements of Rules of Professional Conduct.

The Client agrees to the use of electronic communication and storage of confidential information. Dr. A&M IMMIGRATION LAW FIRM will use his/her best efforts to maintain a high degree of security for electronic communication and information storage.

11. Force Majeure

Dr. A&M IMMIGRATION LAW FIRM's failure to perform any term of this Retainer Letter, as a result of conditions beyond his/her control such as, but not limited to, governmental restrictions or subsequent legislation, war, strikes, or natural disaster, shall not be deemed a breach of this Retainer Letter.

12. Change Policy

The Client acknowledges that if the Dr. A&M IMMIGRATION LAW FIRM is asked to act on the Client's behalf on matters other than those outlined above in this Retainer Letter, 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 Retainer Letter can be modified accordingly.

13. Termination

13.1 This Retainer Letter is considered terminated upon completion of tasks identified under section 2 of this Retainer Letter.

13.2 This Retainer Letter 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 Retainer Letter.

13.3 This Retainer Letter may be terminated, upon writing, by the Client, at which time any outstanding fees or Disbursements will be refunded by the Dr. A&M IMMIGRATION LAW FIRM to the Client/any outstanding fees or Disbursements will be remitted by the Client to the Dr. A&M IMMIGRATION LAW FIRM.



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14. Governing Law

This Retainer Letter shall be governed by the laws in effect in the Province of Manitoba 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 Retainer Letter shall be decided by a court of competent jurisdiction within the Province of Manitoba.

15. Miscellaneous

13.1 This Retainer Letter 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.

13.2 This Retainer Letter shall be binding upon the parties hereto and their respective heirs, administrators, successors and permitted assigns.

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

13.4 The provisions of this Retainer Letter shall be deemed severable. If any provision of this Retainer Letter shall be held unenforceable by any court of competent jurisdiction, such provision shall be severed from this Retainer Letter, and the remaining provisions shall remain in full force and effect.

13.5 The Client acknowledges that he has had sufficient time to review this Retainer Letter and has been given an opportunity to obtain independent legal advice and translation prior to the execution and delivery of this Retainer Letter. In the event the Client did not seek independent legal advice prior to signing this Retainer Letter, he 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 Retainer Letter. Furthermore, the Client acknowledges that he has received a copy of this Retainer Letter and agrees to be bound by its terms.

Dated & executed at:

This 9th day of February, 2024

Lawyer's signature



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I/we acknowledge that I/we have read and understood the above letter comprising six (6) pages carefully and agree with it. I consent to **Dr. A&M Immigration Law Firm** through **Dr. Abrar** acting on my behalf.

John Doe, 9th February 2024
email@dummy.com, (012) 345-6789