

RETAINER AGREEMENT

BETWEEN

ALLRISE IMMIGRATION LTD.
Unit-206, 12885 80th AVENUE
SURREY, BRITISH COLUMBIA, CANADA V3W 0E6
OFFICE MAIN 778-970-0007
OFFICE FAX 778-404-1755
EMAIL ROBIN@AIVC.CA

(together the "RCIC" and "ALLRISE")

AND

FIRST NAME: Rupinder

LAST NAME: Kaur

ADDRESS: 12773 drummund place, surrey V3V 6G4

CLIENT PHONE: 778-951-8922

CLIENT EMAIL ADDRESS: Rupkb99@gmail.com

("Client")

VIA EMAIL

Client File Number:

Date: INSERT DATE 2022-04-18

Thank you for retaining Allrise Immigration and Visa Consultancy Ltd. ("AIVC") to act on your behalf.

WHEREAS AIVC and the Client wish to enter into a written agreement which contains the agreedupon terms and conditions upon which ALLRISE will provide services to the Client;

AND WHEREAS ALLRISE is an incorporated entity owned by a Regulated Canadian Immigration Consultant ("RCIC") duly authorized by the Immigration Consultants Regulatory Council of Canada ("ICCRC"), the regulator in Canada for immigration consultants;

AND WHEREAS the RCIC or RCIC's party to this agreement is/are Member(s) of the ICCRC.

IN CONSIDERATION of the mutual covenants contained in this Agreement, the parties agree as follows:

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I. SCOPE OF SERVICES

PART 1

The scope of services includes:

We will provide you with full representation and guidance with respect to the application for BC PNP (**Skilled Worker/International Graduate**), which will include:

\$750 CAD plus (if applicable) disbursements, tax, and government fees

i. Eligibility Assessment, General Immigration Advice and File Opening;

\$750 plus (if applicable) disbursements, tax, and government fees

ii. Prepare a complete BC PNP application for client review and approval;

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\$1500 plus (if applicable) disbursements, tax and government fees

i. When ITA is made for PR application post nomination, ALLRISE will prepare and complete an Application for PR

ii.

- iii. To prepare, if applicable, a complete PR Application. In connection with this service, ALLRISE will provide general advice and consult with client regarding Permanent Residency options; and
- iv. Advise the Client on all documentation necessary or helpful to include and finally to represent the Client before Canadian immigration authorities wherever necessary in the course of the application process.

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II. <u>FEES</u>

Our fee arrangement will be **FLAT PROFESSIONAL FEE + DISBURSEMENTS / GOVERNMENT FEES + TAX**

FLAT PROFESSIONAL FEE

All inclusive, if applicable, total \$3150, NO Disbursements

- Eligibility Assessment and File Opening Fee: \$750
- o BC PNP Application: \$750
- o PR Application Fee (Post-ITA) Fee: \$1500

\$3150 excluding government fees and disbursements

IN THE CIRCUMSTANCES WHERE A WP Application IS NOT SECURED BY THE CLIENT, THE TOTAL FEES WILL BE LIMITED TO \$3150, WHICH IS THE COST OF THE

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BC PNP INITIAL APPLICATION AND ELIGIBILITY ASSESSMENT PROCESS.

GOVERNMENT FEE:

\$5 GCMS Notes fee per Access to Information Request \$1135 BC PNP Fees \$255 Work Permit fee - open \$1325 PR fee per adult \$85 Biometric Fee

III. PAYMENT SCHEDULE

First Payment on signing of Retainer Agreement: \$750 plus disbursements and government fees

Second Payment at time of BC PNP application: \$750 for General Advice, Client Eligibility Assessment, Preparation for BC PNP

Third Payment at time of PR application: \$1500 for General Advice, Client Eligibility Assessment, Preparation for PR application under Provincial Nominee Program

Professional Fees are earned on receipt and will be invoiced as earned by RCIC / ALLRISE and will be deposited to the General Account. Those amounts identified above for disbursements or government fees will be processed through the Client trust account and paid in accordance with the terms of this Retainer Agreement

Professional Fees includes government fees associated with an Application for Permanent Residence which are currently estimated to be \$1325 charged by the Government of Canada.

IV. RETAINER

We require an upfront Retainer of \$787.50 (\$750 Professional Fee)

An additional amount will be due as per payment plan.

V. CONSULTANT(S)

Robin Kapoor will be the Responsible RCIC for your file. This RCIC will be your Authorized Representative.

ALLRISE works in association with more than one RCIC who are on the date of this Retainer Agreement the following Members in Good Standing with the ICCRC:

Robin Kapoor, RCIC Membership Number R523621

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Although your Responsible RCIC will be your Authorized Representative, you hereby provide express written permission that any or all the RCIC(s) identified above may work on your file and act as your



Authorized Representative jointly as co-counsel on your file.

VI. AUTHORIZATION TO RELEASE YOUR CLIENT INFORMATION TO OTHER PARTIES

Excluding the Government of Canada and or other government authority (if applicable) and their authorized officials / officers:

You hereby authorize us to release and or share confidential client information with the following third-party, non-Client individuals. These individuals are: SPOUSE AND CHILDREN

You authorize the release or sharing of

All client confidential information

Limited information as follows:

You may amend this permission regarding release or sharing of confidential client information at any time during this Retainer Agreement by notifying us in writing.

VII. NO WARRANTY ON OUTCOME FOR CLIENT

You as Client understand that we have provided no promises, warranties or representations, express or implied. We cannot guarantee the outcome of any Client file or success of any application(s). We rely on you to provide us with all necessary documentation and require full disclosure from you of all pertinent facts.

You must be accurate, truthful and honest in the information you provide as any inaccurate. Allrise or misrepresentations by you may seriously affect the outcome of a Client file or the retention of any status you may obtain, such as in the case of all immigration matters.

We cannot guarantee any result as decisions are made by government(s). We will however advocate for your interests and provide a high standard of professional advice and service.

VIII. DETAILED TERMS AND CONDITIONS

The terms and conditions of this Retainer Agreement are outlined in the attached Schedule "A" to this Retainer Agreement. Please read these terms fully as this forms the basis of our mutual understanding, expectations and responsibilities.

At ALLRISE we look forward to working with you. We understand the importance and significance of the immigration and or citizenship process and will work with you to ensure your immigration and citizenship needs are met. Should you have any questions, concerns, or comments please feel free to contact us. Our contact information is as follows:

ALLRISE - Allrise Immigration LTD. Telephone: (778) 970-0007 Fax (778) 404-1755 Email: info@Allrise.com Web: www.Allrise.com Suite 206, 12885 80th AVENUE

R.K.



Surrey, British Columbia Canada V3W 1R1

If you agree, please sign and date the endorsement found below and return it to us by email, by hand, by fax, by courier or other such means as we may mutually agree, whereupon ALLRISE will be retained for the scope of services as outlined above and according to Schedule "A" attached hereto.

Sincerely,
ALLRISE IMMIGRATION LTD
PER:

Robin Kapoor, RCIC

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The Undersigned agrees to the above-referenced scope of services and terms and conditions and the Schedule "A" contained herein.

The Undersigned hereby acknowledge receipt of this Retainer Agreement and Schedule "A" attached hereto.

I/we further state:

- 1. That I/we have not presented and will not present at any future date, false and misleading information to either ALLRISE, an RCIC, or its/their duly authorized representative OR to the Government of Canada or any other level of government;
- 2. That I/we have not presented and will not present at any future date, fraudulently obtained or forged documents to either ALLRISE, an RCIC, or its/their duly authorized representative OR to the Government of Canada or any other level of government.

Rupinder kaur

2022-04-18

Rupinder Kaur

AUTHORIZED CLIENT SIGNATURE



Schedule "A"

1. **DEFINITIONS**

"ICCRC" is the Immigration Consultants of Canada Regulatory Council.

"RCIC" means Regulated Canadian Immigration Consultant.

"Initial Applications Steps" mean the completion on behalf of the Client by the RCIC any of the following work:

- i. An Express Entry Profile; or
- ii. Any application document and or a form for submission to government on behalf of the Client in relation to the Scope of Services set out in this Retainer Agreement; or
- iii. The provision to the Client of advice from the RCIC that would allow the Client to submit through the RCIC any application document and or a form for submission to government on behalf of the Client in relation to the Scope of Services set out in this Retainer Agreement; or
- iv. Creation of a submission letter on behalf of the Client.

The terms "Client" and "RCIC" have the meaning given to such terms in the *Retainer Agreement Regulation* of the ICCRC which can be found published at ICCRC's Internet site at www.iccrc-crcic.ca

2. REGULATED CANADIAN IMMIGRATION CONSULTANT (RCIC)

As outlined above in the Retainer Agreement cover document, a specific RCIC is designated as your primary Authorized Representative and is responsible as an ICCRC member to the Client and your file. ICCRC members are governed by a specific code of ethics. Should you wish to have a copy of this code, you may obtain one at ICCRC's Internet site at www.iccrc-crcic.ca. For further clarity, your RCIC operates and conducts business in Canada in connection with ALLRISE.

As outlined above ALLRISE works in association with more than one RCIC who are on the date of this Retainer Agreement the following Members in Good Standing with the ICCRC:

Robin Kapoor, RCIC Membership Number R523621

3. CONFLICT OF INTEREST

A conflicting interest is one that would be likely to affect adversely the Immigration Consultant's judgment or advice on behalf of, or loyalty to a Client. Given that this Agreement may involve one of more Clients, we must follow the principle of undivided loyalty, whereby the Client(s) must accept that no information provided to ALLRISE can be treated as confidential between the parties represented in this case. In the event that a conflicting interest by any of the Client(s) arises, ALLRISE reserves the right to discontinue representation of the Client(s).

4. <u>DISBURSEMENTS, GOVERNMENT FEES, TAXES, ADMINISTRATIVE FEES, COSTS AND EXPENSES ("Disbursements")</u>

i. The Client <u>IS RESPONSIBLE</u> for Disbursements in either a <u>FLAT</u> <u>PROFESSIONAL FEE</u> or <u>HOURLY FEE</u> Retainer Agreement arrangement.

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- ii. The Client is responsible for reimbursing ALLRISE for Disbursements. Disbursements can vary depending on the type of client file and application(s) involved. These Disbursements may include postage, courier fees, government filing charges, fees for translation if required by the Client, and all other reasonable expenses incurred to file the Client's application with the Government of Canada and/or Provincial government.
- iii. Some examples of other Disbursements may include charges for application fees, Client account transfer fees (if we transfer your Client funds to another outside Authorized Representative at your instruction or upon our termination of the Retainer Agreement), telephone, courier, messenger, postage, banking, computer research, file software subscription, word-processing, travel, and filing, and, in the event of tribunal applications, appeals and or hearings, filing fees, court reporter fees for examinations and transcripts, legal agent fees, court agent fees, interpretation fees, witness fees, expert fees and fees for service of legal process, plus printing, scanning and reproduction costs.
- iv. With respect to printing, scanning and reproduction costs, we may charge, at our option, either: i) what we view to be the prevailing rate per page (a rate for black and white and a higher rate for color) for each; or ii) 2.5% of our fees (before GST) on each invoice. Where such expenses are incurred by us obtaining services directly from outside suppliers or service providers, we may bill you the amount billed to us. Alternatively, we may forward the invoices from such outside suppliers directly to you and if we do so, you will be responsible to pay the invoices, in accordance with their terms, directly to the outside supplier.

5. PAYMENT & CURRENCY

Except if expressly agreed in the Retainer Agreement, all fees, disbursements and taxes are denominated in Canadian currency (Canadian Dollars \$ CAD).

Wherever the Goods and Services Tax (currently 5%) is applicable in relation to this Retainer Agreement, the GST Number for Allrise Immigration Ltd. is 703237677 RT0001.

Except as may be otherwise specified in the attached cover letter, we may render our invoicing periodically, independent of any instalment payment dates, at junctures and in such proportions of projected fees as we may determine to be appropriate under the Retainer Agreement and for all services specified in the invoice in relation to the Client file. All accounts are due and payable immediately upon receipt, except as may otherwise be agreed to in writing, and may be paid from the Client Retainer and the Client Account to the extent funds may be in the Client Account. If an account is not paid in full within 30 days of its date, interest will be charged on the outstanding balance at the rate of 2% per month (24% per annum), calculated from the date of the account until the date payment is received. This rate is subject to change and you will be forwarded a written notice 30 days prior to any such change apprising the Client of it.

Each account so rendered will constitute our final account in respect of professional services rendered during the billing period, although disbursements which have been incurred and not yet billed to it, or paid by it, may be included in subsequent accounts. ALLRISE reserves the right to suspend and or terminate (withdrawal) providing services under the scope of work in the event that any account, under this engagement or any prior engagement



with you, is not paid when due, <u>provided withdrawal and or termination of services does not cause prejudice to the Client.</u>

Payment of our accounts may be made by any of cash, bank draft or cheque (payable to "Allrise Immigration Ltd.), Interac E Transfer (email to robin@Allrise.com), Interac Debit, Visa, MasterCard and American Express (via our payment processor currently Square), unless we agree upon one or more specific payment method options. If you authorize payment by credit card, we may charge it from time to time for amounts due by you under any of our account(s) without further specific authorization for such charge(s).

While at any time more than one account may be outstanding in whole or part, each payment on account shall be applied against amounts owing under the oldest outstanding account first until it is paid in full and so forth under the next oldest outstanding account etc.

Joint and Several: If more than one client under this Retainer, then each client will be jointly and severally responsible to us under this Retainer Agreement

6. AUTHORIZATION TO CHARGE FEES AND DISBURSEMENTS TO CLIENT CREDIT CARD

If we ask and you provide us with your credit card information, we are irrevocably authorized by you to charge that credit card in such frequency and to pay our Invoice(s) as we may render from time to time. In the event of any conflict between this provision and any credit card authorization you may provide, this provision will govern.

In any and each such instance, via email, we will either send you our invoice just prior to charging the credit card and a payment receipt once it has been successfully processed or send you your invoice(s) followed by credit card payment receipt by ordinary mail or by other such method that that the parties may agree.

7. CHANGE POLICY

The Client acknowledges that if ALLRISE or its duly authorized RCIC or 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 or citizenship-related applications, the Agreement can be modified accordingly.

8. DISCHARGE, WITHDRAWAL AND OR TERMINATION OF SERVICES

At all times the Client shall have the right, with or without cause, to terminate services upon written notice to that effect.

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.

Pursuant to Article 11 of the <u>Code of Professional Ethics</u>, 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.

At all times ALLRISE has the right, in the following circumstances and upon notice, to terminate services:

a) if the Client fails to co-operate in any reasonable request;

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- b) if the Client makes a material misrepresentation to ALLRISE or the Department of Citizenship & Immigration;
- c) if ALLRISE's continuing to act would be unethical or impractical; or
- d) if Client does not pay an account when due;

In the event of termination for the foregoing reasons, the Client will be responsible for the fees and disbursements to the date of termination charged per hourly rate stated in this Retainer.

9. **COMMUNICATION**

ALLRISE will, under this Retainer Agreement, provide the Client with all relevant materials, including important correspondence. The materials and correspondence should be kept by the Client, in a separate file folder than the application, for future reference. ALLRISE will offer its opinion on various matters as they arise, and the Client is welcome to provide response to any suggestion. The processing of immigration cases through Visa Offices or Case Processing Centers can take several months and frequently takes longer than anyone is able to reasonably anticipate or predict. While ALLRISE will do everything possible to advance the Client's application in the system, it is beyond ALLRISE's control to address the backlogs within IRCC. Many Clients request that follow-ups in the form of faxes and letters be made hoping that this will speed the process. **Throughout the processing of the application it will be up to ALLRISE's sole discretion as to when follow-ups should be made**. The reason for this is that the processing offices have strict policies regarding updates and general requests for information. Unwarranted representations can result in increased delays to the application. It should be understood that the government is sometimes late and /or unresponsive.

Visa Offices or Case Processing Centers will sometimes write directly to the Client. It is agreed that any correspondence received from any IRCC offices, will be immediately forwarded to ALLRISE. This will ensure that the Client receives a clear interpretation of such correspondence and that appropriate actions are taken as required. Also, ALLRISE requires that the Client advice of any telephone or other communication received directly from any IRCC office.

10. CLIENT DOCUMENTATION & FILE STORAGE

During the process of the application, all documentation provided by the Client will be kept in a confidential file and will be protected against theft. Upon completion of the case and all payment instalments, the Client's file will be moved to storage and will be kept for a period of 6 years.

11. CLIENT CONFIDENTIALITY AND REPORTING

Certain communications between us are confidential.

It is our policy, and we may be required under compliance obligations in law or regulation, to fulfill certain Client identification and Client verification obligations which may include the Proceeds of Crime (Money Laundering) and Terrorist Financing Act (the "Act"), and to verify the identity of any individual or any director, officer or shareholder of any corporation or organization that we determine is necessary for us to ensure our full compliance. You agree to provide us with such requested information and verification and acknowledge that we may suspend our representation of you until such time as we receive same to our complete satisfaction, and that we may terminate our representation in the event that we do not receive satisfactory information and verification in a timely manner. To meet our obligations under these requirements, if we suspect, in our sole discretion, that we would be assisting in any dishonesty, fraud, crime or illegal conduct we may immediately terminate our representation of you as Client.

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Also, under applicable Canadian legislation pertaining to money laundering, terrorism financing and import/export monetary control, ALLRISE may be required to keep detailed records and provide reports to a government agency of selected information regarding some of our Clients' transactions. If requested, we can provide you with additional information regarding these requirements.

We may also share information regarding this engagement, including your name and subject matter details as required with any one or more of our co-counsel, accountant(s), professional advisor(s), insurer(s), banker(s), lender(s), investigator(s), consultant(s), contractor(s), and collection agent(s).

12. PRIVACY POLICY

ALLRISE has a privacy policy as required by law. You can review this privacy policy on the Internet at www.Allrise.ca or by making a request to info@Allrise.com.

You should protect your privacy as well, particularly in relation to your Client file and its contents. <u>We recommend that you do not (without first consulting with us as to whether you should do so):</u>

- i. discuss your file or share any relevant documentation with anyone outside a trusted source, trusted family member, the Government (and only on "a need to know basis") or ALLRISE and its duly authorized RCIC(s) and or legal counsel;
 - ii. post on social media anything related to your Client file;
- iii. conduct yourself in public in any manner or make any public statements, to the press, on social media or otherwise which could be misconstrued as inconsistent with your file objectives.

By entering into this Retainer Agreement, from time to time, both during and any time after the conclusion of this Retainer Agreement, you expressly consent to receiving from us, Allrise Immigration Ltd. and or our duly authorized RCIC's, our practice staff, contractors and employees and or legal counsel, emails and/or any other form of electronic messages for any purposes related to this Retainer Agreement and to receive any information regarding further professional immigration services we may offer or solicit to you. You may opt out at any time by emailing us at info@aivc.ca with the words "Opt Out".

You also hereby authorize us to disclose any and all relevant information and documentation pertaining to this Retainer Agreement as we see fit for performing the scope of professional services you have hired us to do, including without limitation to any authorized co-counsel and parties assisting or us in advancing your file.

13. **GOVERNING LAW**

This Agreement shall be governed by and interpreted in accordance with the laws of Canada, and shall be binding up the parties hereto, and upon (a) their respective representatives, successors and assigns and (b) the heirs of any individual that is a party hereto. For the purpose of all legal proceedings, this Agreement shall be deemed to have been performed in Canada shall have jurisdiction to entertain any action arising under this Agreement. Each party hereto adorns to the jurisdiction of the courts of Canada.

14. **REFUND POLICY**

ALLRISE will not refund fees to a Client that have been earned and or invoiced.

In the event that the Client, after signing this agreement and providing any payment, wishes not to proceed with the scope of services found within the Retainer Agreement, the Client shall notify in writing to ALLRISE of the decision not to proceed. From the day the notification has been received, ALLRISE may refund unearned Client money (for which an invoice has not yet been issued to the Client) back to the Client. In circumstances where appropriate a refund will be issued no later than 30 business days after the notification is received by ALLRISE.

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If the Retainer Agreement is terminated by the Client is on the basis of a Flat Professional Fee or Flat Fee All Inclusive Retainer Agreement arrangement, ALLRISE will render an hourly time invoice for the earned hours at a rate (as set out in this Schedule "A" to the Retainer Agreement) for the RCIC and staff / paralegal time committed to that point in time. If the hourly fees exceed the amount of the Flat Professional Fee or Flat Fee All Inclusive Retainer Agreement arrangement, the Flat Professional Fee or Flat Fee All Inclusive Retainer Agreement shall prevail as the maximum fee owing excluding Disbursements and Costs as outlined herein.

15. FORCE MAJEURE

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.

16. **DISPUTE RESOLUTION**

If there are any concerns on the quality of the processing of the application or the account, please be aware that ICCRC has a dispute resolution body and a complaint can be filed with them at the address below. ICCRC requires members to include a clause in their retainer agreement that compels Clients to initially raise their complaints directly with the member when they are not satisfied with specific services. The early mediation of matters will be restricted to fee disputes, failure to respond to requests for information and the preservation of Client property. This will allow the Client and ALLRISE to attempt to resolve issues before a complaint is filed with the ICCRC Complaints and Discipline department.

Prior to contacting ICCRC the Client should contact ALLRISE directly. If the Client wishes to make a formal complaint, he/she must do so in writing directly to ALLRISE by email to info@Allrise.com or by using a courier or certified service to ensure that it is delivered. Once the complaint is received, ALLRISE will respond within 30 calendar days.

If the Client and ALLRISE cannot come to a mutual agreement, then the Client may contact ICCRC at: **The Immigration Consultants of Canada Regulatory Council (IRCC)**

5500 North Service Road, Suite 1002

Burlington, ON L7L 6W6

Tel: 289-348-0422 | 1-877-836-7543 (Toll free)

Fax: 1-877-315-9868 Email: info@iccrc-crcic.ca

A link for a complaint to the ICCRC is as follows: http://registration.iccrc-crcic.ca/admin/contentEngine/contentImages/file/Complaint_Form_against_an_RCIC_modified26March_12.pdf

In the event that the Client has reasons to believe that the RCIC may be dead, incapacitated or reported missing, please contact IRCC.

17. COUNTERPART EXECUTION

This agreement may be executed as single two signature document(s) or as two separate single signature documents (counterparts) and delivered by hand to the address or by email or fax transmission. For such purpose or to provide any other notices contemplated by this agreement, the address, email address or fax number of each party to be used shall be as noted herein or as noted in subsequent notice of one party to the other. Unless otherwise express and agree in writing, any client signing the endorsement portion of the attached cover letter and delivering to us is bound by this Retainer Agreement notwithstanding that any other intended client(s) have not done so.

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18. CHANGES TO THE ORIGINAL RETAINER AGREEMENT

Any changes or edits made to the Retainer Agreement after the document is originally signed shall be mutually agreed upon by the Client and the Member in writing.

All changes or edits should be initialed by the Member and the Client.

19. ADDITIONAL SERVICES

Where the Client requests additional Canadian immigration/citizenship related services shall be Notified:

- a) That a separate Retainer Agreement is required, or
- b) Where applicable, a signed addendum to the original Agreement is required.

20. EXECUTION IRREGULARITY

If there is any irregularity in the execution of this agreement on your part, such as there being no date in your endorsement or any page(s) of this Schedule not being initialed by you, such irregularity will not invalidate this agreement.

R.K.

Signature Certificate

Reference number: FJCNT-CYVST-EXP4J-CMV3H

Signer Timestamp Signature

Rupinder Kaur

Email: rupkb99@gmail.com

 Sent:
 12 Apr 2022 00:53:55 UTC

 Viewed:
 18 Apr 2022 16:25:51 UTC

 Signed:
 18 Apr 2022 23:41:30 UTC

Rupinder Kaur

IP address: 172.218.156.51 Location: Surrey, Canada

Document completed by all parties on:

18 Apr 2022 23:41:30 UTC

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Signed with PandaDoc

PandaDoc is a document workflow and certified eSignature solution trusted by 30,000+ companies worldwide.

