

## **AGENT REPRESENTATIVE RETAINER AGREEMENT**

**RCIC Membership Number: R-415351 Client File Number:**

This Retainer Agreement is made this day of 18/04/20 between Regulated Canadian Immigration Consultant (RCIC) Gurpreet Matta (the "RCIC"), located at 6570 Cabeldu Crescent Delta BC V4E 1R4 and Client Baris As (the "Client"), located at Dubai.

WHEREAS the RCIC and the Client 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 through Disha Immigration Services.

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 asked the RCIC, and the RCIC has agreed, to act for the Client in the matter of Immigration Application of the Client under Express Entry Federal Skilled Worker Stream and PNP if applicable and if RCIC is authorized agent to represent the case for the respective PNP.

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

1. Create an Express Entry Profile and register with Job Bank.
2. Help Client to gather all necessary documents for Submission.
3. Guide client to evaluate his/her Educational Degree/ Diploma.
4. Check and verify all documents and information before submitting/uploading online.
5. See the client through the immigration process.

### **3. Client Responsibilities and Commitments**

3.1 The Client must provide, upon request from the RCIC:

- All necessary documentation
- All documentation in English or French, or with an English or French 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 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.

3.3 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.

3.4 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.

3.5 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. Payment Terms and Conditions**

**Upfront:**

**Retainer Fees: \$ 1600**

**Disbursements: As actuals,**

\*\* To be paid Upfront on signing the agreement.

\*\* All the government fees to be paid by the client directly.

**5. 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 RCIC. Furthermore, the Client acknowledges that fees are not refundable in the event of an Application Refusal/Voluntary Withdraw/Acts of God.

In the event the Client is unable to contact the RCIC and has reason to believe the RCIC may be dead, incapacitated or otherwise unable to fulfill his/her duties, the Client should contact ICCRC.

**6. 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.

**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

**7. 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 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.

**8. 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.

**9. Change Policy**

The Client acknowledges 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 or citizenship-related applications, the Agreement can be modified accordingly.

**10. Termination**

10.1 This Agreement is considered terminated upon completion of tasks identified under section 2 of this agreement.  
10.2 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.

#### **11. Discharge or Withdrawal of Representation**

11.1 The Client may discharge representation and terminate this Agreement, upon writing without any refund.  
11.2 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, if client contacts the CIC or any Immigration Body without consulting the RCIC.

#### **12. Governing Law**

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

#### **13. Miscellaneous**

13.1 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 Section 2 hereof.  
13.2 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.  
13.3 This Agreement shall be binding upon the parties hereto and their respective heirs, administrators, successors and permitted assigns.  
13.4 This Agreement may only be altered or amended when such changes are made in writing and executed by the parties hereto.  
13.5 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.  
13.6 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.  
13.7 Each of the parties hereto shall do and execute or cause to be done or executed all such further and other things, acts, deeds, documents and assurances as may be necessary or reasonably required to carry out the intent and purpose of this Agreement fully and effectively.  
13.8 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.  
13.9 Furthermore, the Client acknowledges that he/she has received a copy of this Agreement and agrees to be bound by its terms.  
13.10 The Client acknowledges that he/she has requested that the Agreement be written in the English language; [To be included in the English version of the Retainer Agreement drawn up by RCICs working in Quebec].

#### **14. Contact Information**

|                               |                                       |
|-------------------------------|---------------------------------------|
| <b>Client Name:</b>           | <b>Baris As</b>                       |
| <b>Given Name: Baris</b>      | <b>Family Name: As</b>                |
| <b>Address:</b>               | <b>Dubai</b>                          |
| <b>Telephone Number: None</b> | <b>Cellphone Number: 971562074747</b> |
| <b>Fax Number:</b>            |                                       |
| <b>Email:</b>                 | <b>barisdxb@hotmail.com</b>           |
| <b>RCIC</b>                   |                                       |
| <b>Gurpreet Matta</b>         |                                       |

**6570 Cabeldu Crescent  
British Columbia (BC)  
Canada  
Phone: 001-6047218941  
Fax: 001-7784343150  
Email: garrymatta@gmail.com**

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

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Signature of Client

**Baris As**

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Signature of RCIC

\*\*\*Note:I hereby acknowledge that I have read and understood the contractual terms and conditions mentioned in this agreement and also agree that the agreement is legally binding.

Your i/p: is captured.