

RETAINER AGREEMENT

(Family Class – Spouse/Common-Law Partner Sponsorship)

BY AND BETWEEN:

THE SPONSOR

Last Name (family name):

First Name (given name):

THE SPONSORED RELATIVE

Last Name (family name):

First Name (given name):

Mailing address:

Telephone Number:

E-mail Address:

(the "CLIENT")

AND:

COHEN IMMIGRATION LAW INC, a professional services corporation, having its head office at 420 Notre-Dame West, Suite 310, Montreal, Quebec, H2Y 1V3, Canada, herein represented by a duly authorized signatory

(the "LAW FIRM")

PREAMBLE:

The CLIENTS hereby agree to retain the LAW FIRM to provide legal counsel and assistance in their efforts to obtain a Canadian Permanent Resident Visa under the Federal Family Class, and the LAW FIRM does hereby agree to provide such services, the whole subject to the following terms and conditions.

Cohen Immigration Law Inc
420 Notre-Dame West, Suite 310
Montreal, Quebec, H2Y 1V3, Canada

Tel: +1 (514) 937-9445

Email: cohenlaw@canadavisa.com

NOW THEREFORE IT IS AGREED AS FOLLOWS:

1. ENGAGEMENT OF THE LAW FIRM

The CLIENTS hereby agree to engage the LAW FIRM in order to assist them with preparing and pursuing a single application (the APPLICATION) to sponsor a Spouse (or Common Law Partner) and/or Dependents under the Federal Family Class, as per the currently published program requirements, which assistance shall be provided by the LAW FIRM exclusively from Canada.

The CLIENTS hereby expressly acknowledge and undertake that the Sponsor is a Canadian Citizen or a Permanent Resident of Canada who is currently residing in Canada.

The LAW FIRM shall use its reasonable professional efforts to assist the CLIENTS and fulfill its obligations under this Retainer Agreement, and the CLIENTS expressly acknowledge that the LAW FIRM cannot guarantee the processing times and actions of the Government of Canada or the provinces and territories of Canada.

The LAW FIRM shall provide services under the terms of this Retainer Agreement until the final disposition of the submitted APPLICATION by the Immigration Authorities. However, the CLIENTS acknowledge that the LAW FIRM will not be required to continue providing services under this Retainer Agreement if, through no fault of the LAW FIRM, the APPLICATION is not submitted to an appropriate Canadian Immigration Office within 1 year of the execution of this Retainer Agreement.

2. DUTIES OF THE LAW FIRM

The LAW FIRM shall be responsible for the performance of the following:

- (i). Review the CLIENTS' qualifications, and advise the CLIENTS as to what must be done in order to qualify for a Canadian Permanent Resident Visa;
- (ii). Assist the CLIENTS in the preparation of the Immigration application forms;
- (iii). Advise the CLIENTS about the amount of government fees, required to support of the CLIENTS' application;
- (iv). Prepare a detailed cover letter, addressed to the appropriate Immigration Authorities, outlining the CLIENTS' qualifications and supporting the CLIENTS' eligibility under the Federal Family Class;



- (v). Review the CLIENTS' application and supporting documents prior to submission to the Immigration Authorities;
- (vi). Submit the CLIENTS' application package, at the CLIENTS' expense, to the appropriate Immigration Authorities and verify its arrival;
- (vii). Track the CLIENTS' file through the entire Canadian Immigration process;
- (viii). Prepare the CLIENTS, in advance, for a possible Interview with Immigration Authorities, if an interview is requested;
- (ix). Make additional written and/or oral representations to the Immigration Authorities as necessary;

3. DUTIES OF THE CLIENTS

The CLIENTS shall:

- (i). Provide valid contact information, including email, telephone, and mailing address, to the LAW FIRM, at all times during the validity of this Retainer Agreement, and immediately notify the LAW FIRM of any changes in contact information;
- (ii). Follow the LAW FIRM's reasonable advice in order to maximize eligibility;
- (iii). Immediately disclose to the LAW FIRM all information related to any and all current or prior criminal charges and/or convictions, as well as any health issues that have affected or affect the CLIENTS or any of the dependents, where applicable;
- (iv). Provide all information and documents requested by the LAW FIRM and the Immigration Authorities in a timely, accurate, honest and forthright manner and, where necessary, have the same translated accurately into English or French at the expense of the CLIENTS;
- (v). Provide sufficient documentation to support all qualifications claimed, as advised and requested by the LAW FIRM and/or by the Immigration Authorities;
- (vi). Immediately advise the LAW FIRM of any and all written, electronic or telephone communication received by the CLIENTS from the Immigration Authorities;
- (vii). Attend all interviews if called upon to do so by Immigration Authorities. The CLIENTS are responsible for making all necessary travel arrangements at their own expense;
- (viii). Pay the fees required by the Immigration Authorities for the handling and processing of the application and for the required medical;



- (ix). If the Sponsored Relative resides in Canada, ensure that the Sponsored Relative maintains legal immigration status in Canada for the duration of the application process;
- (x). Pay to the LAW FIRM "In Trust" all of the fees payable to the LAW FIRM, plus any applicable taxes, as set forth in the section the LAW FIRM FEES. The CLIENTS expressly agree that it is the CLIENTS' entire responsibility to ensure that the said fees, *including any applicable taxes*, arrive in full, in Canadian Dollars, at the LAW FIRM's principal place of business in Montreal, Canada.

4. FEES

The CLIENTS agree to pay to COHEN IMMIGRATION LAW IN TRUST the amount of **CAD 3,000** *plus any applicable taxes*, on account of the LAW FIRM FEES as per the following schedule:

- The sum of **CAD 1,000**, *plus any applicable taxes*, immediately upon execution of this Retainer Agreement by the CLIENTS;
- The sum of **CAD 1,000**, *plus any applicable taxes*, immediately upon confirmation from the LAW FIRM that the CLIENTS' application is ready for dispatch to the appropriate Family Sponsorship Case Processing Centre (CPC), or 60 days after execution of this Retainer Agreement, whichever occurs earlier;
- The sum of **CAD 1,000**, *plus any applicable taxes*, immediately upon receiving notice of approval by the CPC and transfer of file for visa processing, or upon final disposition of the CLIENTS' application, whichever occurs earlier.

The CLIENTS agree that the LAW FIRM shall not be required to commence or continue carrying out its Duties herein set forth until such time as the LAW FIRM has received the said fees in trust.

The CLIENT authorizes the LAW FIRM to release funds from the LAW FIRM's trust account upon receipt for work performed, after the LAW FIRM has established a file in its office for the CLIENT, completed a review of the CLIENT's qualifications, and forwarded to the CLIENT a checklist of documentation required to support the CLIENT's application.

The CLIENTS expressly recognize that only the LAW FIRM is authorized to issue receipt(s) for payment of the LAW FIRM's fees and that the said receipt(s) will only be issued upon the reception of the LAW FIRM's fees by the LAW FIRM as herein set forth.

5. REFUND POLICY

The CLIENT acknowledges that there shall be no refund due if, through no fault of the LAW FIRM, the APPLICATION is not submitted, not accepted, terminated, withdrawn or cannot proceed due to reasons relating to government policy (including any Ministerial Instructions), a change in law, regulation or selection criteria, circumstances beyond the LAW FIRM's control (*force majeure*) and/or if the CLIENT fails to adequately support all qualifications claimed. In addition, the CLIENT also acknowledges that



there shall be no refund due if the CLIENT's APPLICATION is refused, rejected, withdrawn or cannot proceed due to reasons related to health, criminality/security or if the CLIENT voluntarily withdraws the APPLICATION. In any event, the LAW FIRM's total liability under this Retainer Agreement is limited to any the FEES paid by the CLIENT to the LAW FIRM.

6. INTERPRETATION

- (i). This Retainer Agreement shall be governed by the laws in effect in the Province of Quebec, Canada;
- (ii). As the context may require, the singular shall include the plural and vice versa; words importing the masculine shall include the feminine gender and vice versa;
- (iii). This Retainer Agreement can be executed by one or more of the parties hereto in any number of counterparts, each of which shall be deemed to be an original, but all such counter parts shall together constitute one and the same instrument;
- (iv). This Retainer Agreement constitutes the entire agreement between the LAW FIRM and the CLIENT and supersedes any and all prior communications, agreements, understandings, negotiations and discussions, whether oral or written, pertaining to the subject matter hereof.

The parties acknowledge that they have requested that the foregoing be drawn up in the English language only; Les parties reconnaissent qu'elles ont exigé que ce qui précède soit rédigé seulement en la langue anglaise.

This Retainer Agreement may also be completed online.

CLIENTS

Signature (Sponsor)

Date

Signature (Sponsored Relative)

Date

COHEN IMMIGRATION LAW INC

Date