

RETAINER AGREEMENT

Study Permit

| BY AND BETWEEN: | | |
|--------------------------|---|--|
| Last Name (family name): | | |
| First Name (given name): | | |
| Mailing address: | | |
| | | |
| | | |
| Telephone Number: | | |
| E-mail Address: | | |
| (the "CLIENT") AND: | | |
| AND: | | |
| | VINC, a professional services corporation, having its heat ntreal, Quebec, H2Y 1V3, Canada, herein represented by | |
| (the "LAW FIRM") | | |

The CLIENT hereby agrees to retain the LAW FIRM to provide legal counsel and assistance with regard to Canadian immigration and the LAW FIRM does hereby agree to provide such services, the whole subject to the following terms and conditions.

PREAMBLE:



NOW THEREFORE IT IS AGREED AS FOLLOWS:

1. ENGAGEMENT OF THE LAW FIRM

The CLIENT hereby agrees to engage the LAW FIRM in order to assist him or her with submission of a single application for a Canadian Study Permit, and, if necessary, a Temporary Resident Visa (collectively, the APPLICATION). This assistance shall be provided by the LAW FIRM exclusively from Canada.

The LAW FIRM shall use its reasonable professional efforts to assist the CLIENT under this Retainer Agreement, and the CLIENT expressly acknowledges that the LAW FIRM cannot assure outcomes or control the decisions or 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 till the final disposition of the submitted APPLICATION by the Immigration Authorities. However, the CLIENT acknowledges 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 the appropriate Canadian Immigration Office within 6 months of the execution of this Retainer Agreement.

2. DUTIES OF THE LAW FIRM

The LAW FIRM shall:

- Advise the CLIENT's as to the forms, supporting documentation, and Government Fee requirements;
- Review the CLIENT's documentation and prepare a detailed cover letter, addressed to the appropriate Government Office, outlining the eligibility of CLIENT under thecurrent laws and regulations;
- Assist with submission, at the CLIENT's expense, the cover letter, along with appropriate application forms and supporting documentation to the appropriate Government Office;
- Track the progress of the application through to final disposition;
- Make any appropriate written and/or oral representations to the Canadian Immigration Authorities, as necessary;

3. DUTIES OF THE CLIENT

The CLIENT shall:

• 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;



- Follow the LAW FIRM's reasonable advice for maximizing eligibility;
- Immediately disclose to the LAW FIRM all information related to any and all currentor prior criminal charges and/or convictions, as well as any health issues that have affected or affect the CLIENT, any associated applicants, and any of his/her accompanying dependents;
- Provide all information and documents requested by the LAW FIRM and the Canadian Immigration Authorities in a timely, accurate, honest and forthright manner and, where necessary, have the same translated accurately into English orFrench;
- Provide the LAW FIRM with all required documentation to allow the LAW FIRM toact as the Authorized Representative with the Canadian Immigration Authorities, for the CLIENT, any associated applicants, and any of his/her accompanying dependents;
- Immediately advise the LAW FIRM of any and all written, electronic or telephone communication received directly by the CLIENT, or any associated applicants, from the Canadian Immigration Authorities;
- Pay any fees required by the Canadian Immigration Authorities for the handling and processing of the application;
- Pay to the LAW FIRM "In Trust" all of the fees payable to the LAW FIRM. The CLIENT expressly agrees that it is the CLIENT's entire responsibility to ensure that thesaid fees arrive in full, in the designated currency, including any applicable taxes, at the LAW FIRM's principal place of business in Montreal, Canada.

4. FEES

The CLIENT agrees to pay to COHEN IMMIGRATION LAW IN TRUST the amount of <u>USD 1200</u> on account of the LAW FIRM FEES as per the following schedule:

- The sum of **USD 600** immediately upon execution of this Retainer Agreement;
- The sum of <u>USD 600</u> immediately upon confirmation from the LAW FIRM that the application is ready for dispatch to the appropriate Immigration Office, or 60 days from the execution of this Retainer Agreement, or final disposition of this Retainer Agreement, whichever occurs earlier.

The CLIENT agrees that the LAW FIRM shall not be required to commence or continue carrying out the 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 after the LAW FIRM has established a file for the CLIENT in its office, completed a review of the CLIENT's qualifications, and forwarded to the CLIENT a list of documentation require to support the CLIENT's APPLICATION.

The CLIENT expressly recognizes 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.



The CLIENT expressly agrees that the LAW FIRM's liability is limited to the amount of the LAW FIRM FEES deposited by the CLIENT into the LAW FIRM's trust account pursuant to this Retainer Agreement.

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

- This Retainer Agreement shall be governed by the laws in effect in the Province of Quebec, Canada;
- 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;
- This Retainer Agreement can be executed by one or more of the parties hereto in any number of counter parts, each of which shall be deemed to be an original, but all suchcounter parts shall together constitute one and the same instrument;
- 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.

| CI IENT Signature | Date | |
|---------------------------|------|--|
| CLIENT Signature | Date | |
| | | |
| | | |
| COHEN IMMIGRATION LAW INC | Date | |