

## SERVICE AGREEMENT

RCIC Membership Number: **R706020**

Client File Number: **XXXXXX**

This Service Agreement is made this xxxxxxxx day of December, 2023, between Regulated Canadian Immigration Consultant (RCIC) Ke (Kenny) Yang, located at KPO Immigration Inc., xxxxxxxxxxxxxx, BC, Canada and Client xxxxxxxx (the "Client"), located at xxxxxxxxxxxxxxxxxxxx.

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 services to the Client.

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

1.1 The terms set out in this Service Agreement, have the meaning given to such terms in the Service Agreement Regulation and By-law of the Council, as amended from time to time.

1.2 The term 'IRCC' means Department of Immigration, Refugees and Citizenship Canada.

### 2. RCIC Responsibilities and Commitments

The Client asked the RCIC, and the RCIC has agreed, to act for the Client in the matter of Temporary Residence/Temporary Resident Visa application.

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

- a) To advise Client on the Canadian Immigration Act and Regulations and procedures relating to his/her application;
- b) To conduct an assessment and to review Client's background and qualification based on information provided by Client and to advise Client of options that offer best chance of a successful application;
- c) To provide client with a checklist of information and documents required in support of application, to advise and to assist the Client with the submission of any supporting documents;
- d) To assist Client in gathering of relevant supporting documents as required;
- e) To 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;
- f) To act with due diligence in the above applications and to act within the bounds of the Canadian Immigration laws and the CICC rules of conduct to obtain the best result possible for the Client;
- g) To conduct final review of the client's application and related forms, supporting documents and Canadian Government processing fees;
- h) To submit the client's application package to the appropriate IRCC visa office and verify its arrival;
- i) To provide the client with his/her immigration file number (a letter issued by the visa office);
- j) To intervene with Canada's authorities in the event of any problems related to the processing of the application;
- k) To handle all correspondence with IRCC on the client's behalf in respect to the client's application;
- l) To make additional written and/or oral representation to the IRCC Office and/or to the other related Canadian Government agencies, as necessary;

m) To prepare the client in advance, if a Selection Interview with an IRCC Officer is requested;

Additionally, the RCIC will carry out the following functions:

n) To apply for a work permit if applicable;

o) To communicate with, and assist any employer for related applications under consent and instruction of Client.

To clarify, the following services are excluded and the RCIC will neither provide, nor take part in:

p) To provide any employer, or any information about employer;

q) To assist Client to find any employer.

Client confirms he/she has managed or will manage the above matters from p) to q) independently and consequently to satisfy the eligibility requirement of the program described in section 2. RCIC's responsibilities under this Agreement will be waived if Client fails to satisfy the program's eligibility requirement and therefore, makes the Agreement impossible to proceed due to no grounds to do so.

The RCIC shall provide the Client with a finalized, signed copy of this Service Agreement.

### **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 misrepresentations or omissions may void this Agreement, or seriously affect the outcome of the application or the retention of any immigration status he/she may obtain. The RCIC's obligations under the Service 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) or Provincial Government Administrator or processing Visa Office 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 Service Agreement, the Clients agree that the RCIC must 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 from representation.

### **4. Billing method**

4.1 The Client will be billed by the hour.

The details of this billing method are \$500 +tax per hour.

4.2 Any additional services will be charged additionally to this retainer and must be mutually agreed by both parties.

4.3 Any delay caused by Client(s) that would affect the application process will result in the rush fees of \$500 CAD +tax applied additionally to this Retainer.

4.4 Any other services outside of this retainer will be billed separately at \$500 CAD + tax per hour.

### **5. Payment Terms and Conditions**

Professional Fees: \$500 CAD per hour\*

\* Accumulative time in minutes, the RCIC will provide breakdown of the time spent on the case.

Disbursements:

a) tax – GST 5%	exempt
b) Government Fees*	total \$xxx CAD
Biometrics fee	\$170 per family or \$85 per person
Temporary Resident Visa processing fee	\$100 per person

\* Subject to change by the Canada government.

Invoice Frequency: The RCIC must provide an Invoice to the Client monthly.

\* Every time the RCIC invoices the Client, the invoiced amount is earned by the RCIC and will not be refunded any more.

## 6. Payment Schedule

Deposit: \$4,000 CAD (Paid when signing the Agreement)

Please note that a minimum balance of \$2,000.00 – called the ‘standing deposit’ – must be always maintained in your account with our company. You are expected to provide and replenish the deposit when required, so that we continue to have enough money in your Client Account to cover legal services completed and necessary next steps.

## 7. Invoicing

The RCIC will provide invoices, which include:

- the name and address of the Client,
- a list of hours spent on the case,
- the date(s) the services were rendered, and
- the total fees and applicable taxes payable to the Member for the services rendered.

Invoices must be provided to the Client in accordance with the payment terms and conditions, found in section 5 of this Service Agreement. Additionally, upon the RCIC withdrawing or being discharged from representation, the RCIC must provide the Client with Statement of Account detailing all services that have been rendered or accounting for the time that has been spent on the Client’s file.

## 8. Refund Policy

8.1 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 of Canada (or Government Authorities) and not the RCIC. Furthermore, the Client acknowledges that fees are not refundable in the event of an application refusal.

8.2 The Client agrees that the professional fees paid are for services indicated above, and any refund is strictly limited to the amount of professional fees paid.

8.3 Unused and/or unearned fees will be refunded in accordance with the Code of Professional Conduct, the Client File Management Regulation, the Client Account Regulation, and the Service Agreement Regulation and in the manner mutually agreed by both parties within 15 days.

8.4 Should the client request to terminate the Agreement and a refund before the service prescribed in section 2 is completed, the RCIC should charge the Client \$500 administration fee, invoice the Client for the last time, and refund the Client the balance in the Client Account.

## 9. Dispute Resolution Related to the Code of Professional Ethics

In the event of a dispute related to the Professional Services provided by the RCIC, the Client and RCIC are to make every reasonable 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 15 days to respond to the Client. In the event the dispute is still unresolved, the Client may follow the complaint and discipline procedure outlined by the Council on their website: [college-ic.ca](http://college-ic.ca)

CICC Contact Information:

College of Immigration and Citizenship Consultant (CICC)

5500 North Service Rd., Suite 1002

Burlington, ON, L7L 6W6

Toll-free: 1-877-836-7543

## 10. Confidentiality

10.1 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 of the RCIC, without prior consent, except as demanded by the Council or required under law.

10.2 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.

10.3 All information and documentation released and prepared by the RCIC to the Client, and the matter within this Agreement will not be divulged to any third party unless the RCIC's consent is granted prior to such divulgence.

10.4 The Client authorizes the RCIC to use the excerpt from the communications with the Client, without divulging the specific names, place and time etc., as testimonials for marketing promotion and public education purposes.

## 11. Force Majeure

11.1 The RCIC's failure to perform any term of this Service 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.

11.2 In the event of Force Majeure referred to in section 11.1 so that the Agreement loses the ground to continue, any unused Disbursements will be refunded to the Client, any professional fee received by the RCIC is deemed used and will not be refunded, and the Agreement is considered terminated.

## 12. Unplanned RCIC Absence

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 duties, the Client should contact CICC.

## 13. 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 the scope of 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.

This Agreement may only be altered or amended when such changes are made in writing and executed by the parties hereto. All changes and/or edits must be initialled and dated by both the Member and the Client. Any substantial changes to this agreement may require that the parties enter into a new Service Agreement.

#### **14. Termination**

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

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

15.1 The Client may discharge representation and terminate this Agreement, upon writing.

15.2 Pursuant to the Code of Professional Conduct and Regulations, the RCIC may withdraw representation and terminate this Agreement, upon writing, provided withdrawal does not cause prejudice to the Client, at which time any unused Disbursements will be refunded by the RCIC to the Client unless it is otherwise stated in this Agreement and/or any outstanding fees or Disbursements will be paid by the Client to the RCIC.

15.3 At the time of withdrawal or discharge, the RCIC must provide the Client with an invoice detailing all services that have been rendered or accounting for the time that has been spent on the Client's file.

#### **16. Governing Law**

This Agreement shall be governed by the laws in effect in the Province of British Columbia, and the federal laws of Canada applicable therein and except for disputes pursuant to Section 9 hereof, any dispute with respect to the terms of this Agreement shall be decided by a court of competent jurisdiction within the Province of British Columbia.

#### **17. Miscellaneous**

17.1 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.

17.2 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.

17.3 This Agreement shall be binding upon the parties hereto and their respective heirs, administrators, successors and permitted assigns.

17.4 The Costs enumerated in this Agreement are to be paid by the Client.

17.5 This Agreement may only be altered or amended when such changes are made in writing and executed by the parties hereto. All changes and/or edits must be initialled and dated by both the Member and the Client. Any substantial changes to this Agreement may require that the parties enter into a new Service Agreement.

17.6 The Client may, after a Service Agreement is signed, appoint a Designate to act on their behalf when dealing with the RCIC. A Designate must not be compensated by the Client or the RCIC for acting in the capacity of a Designate.

17.7 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.

17.8 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.

17.9 Each of the parties hereto must 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.

17.10 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 and translation prior to signing this Agreement, he/she did so voluntarily without any undue pressure and agrees that the failure to obtain independent legal advice must not be used as a defence to the enforcement of obligations created by this Agreement.

17.11 Furthermore, the Client acknowledges that he/she has received a copy of this Agreement and agrees to be bound by its terms.

17.12 The Client acknowledges that he/she has requested that the Agreement be written in the English language and that English is the binding language thereof.

17.13 In the event the Client is not physically present to sign the Agreement, an electronic signature is recognized and sufficient to be mutually agreed to this function.

17.14 Considering the long-term nature of the services, the RCIC can assign other licensed person to work together, an amendment shall be entered in such event.

**18. Contact Information**

**Client (Applicant)**

Given Name XXX                      Family Name XXX                      Cellphone Number xxxxxxxxxxxxxxx

Address                      xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx

E-mail Address                      xxxxxxxxxxxxxxxxxxxxx

**RCIC**

Given Name Ke                      Family Name Yang                      Company                      KPO Immigration Inc.

Address                      xxxxxxxxxxxxxxx

Cellphone Number                      xxxxxxxxxxxxxxx                      E-mail Address                      RCICKenny@outlook.com

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

Signature of Client \_\_\_\_\_

Signature of RCIC \_\_\_\_\_