

SERVICE AGREEMENT 服务协议
Long Term Advisory Service 长期咨询服务

Ver-1c-26050

RCIC Membership Number:
加拿大持牌移民顾问会员编号: [RCIC Number]
Client File Number:
客户档案编号: [Client File Number]

This Service Agreement (The "Agreement") is made on this [Date of Agreement], between Regulated Canadian Immigration Consultant (RCIC) [RCIC Name], located at KPO Immigration Inc., [KPO Address] and Client [Client Name] (the "Client"), located at [Client Address].

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 the College of Immigration and Citizenship Consultant (the "College"), the regulator in Canada for immigration consultants;

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

本《服务协议》（“本协议”）于[Date of Agreement] 签订，协议双方为：加拿大持牌移民顾问 [RCIC Name]（下称“RCIC”），地址：KPO Immigration Inc., [KPO Address] 与客户 [Client Name]（下称“客户”），地址：[Client Address]。

鉴于 RCIC 和客户希望签订一份书面协议，其中包含 RCIC 向客户提供服务所依据的条款和条件；

亦鉴于 RCIC 是加拿大移民与公民顾问监管委员会（下称“监管委员会”，即加拿大移民顾问的监管机构）的会员；

考虑到 本协议中包含的双方互相承诺，协议各方同意如下：

1. Definitions

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

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

1. 定义 (Definitions)

1.1 本《服务协议》中规定的术语，具有监管委员会《聘用协议条例》和附则（经不时修订）赋予此类术语的含义。

1.2 术语“IRCC”指加拿大移民、难民及公民部。

2. RCIC Responsibilities and Commitments

The Client asked the RCIC, and the RCIC has agreed, to provide advice for the Client in the matter of a Long-Term Canadian Immigration Advisory Service.

In consideration of the fees paid and the matter stated above, the RCIC agrees to provide professional immigration advisory services, which may include, as applicable:

- (a) Advising the Client on the Immigration and Refugee Protection Act, its Regulations, and relevant procedures relating to potential immigration or status applications;
- (b) Assessing and reviewing the Client's background, qualifications, and objectives based on information supplied by the Client, and recommending potential programs or pathways that may offer a reasonable prospect of success;
- (c) Advising the Client on the maintenance, extension, or change of temporary immigration status in Canada;
- (d) Answering reasonable questions from the Client relating to Canadian immigration programs or procedures;
- (e) Providing preparatory guidance if an appropriate immigration program becomes available, including explanation of eligibility, documentation, and procedural steps; and
- (f) Acting with due diligence in the performance of the above services, and always within the bounds of Canadian immigration law and the Code of Professional Conduct of the College, in order to achieve the best possible outcome for the Client.

To clarify, this Service Agreement covers immigration advisory services related to Canadian immigration matters only. It does not include representation before Immigration, Refugees and Citizenship Canada (IRCC), the Immigration and Refugee Board (IRB), or any other governmental authority. Should the Client request representation, a separate Representation Service Agreement must be signed.

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

2. RCIC 的义务与承诺

客户委托 RCIC，且 RCIC 已同意就长期加拿大移民咨询服务事宜向客户提供建议。

考虑到所支付的费用及上述事项，RCIC 同意提供专业的移民咨询服务，包括（如适用）：

- (a) 就《加拿大移民与难民保护法》、其条例以及与潜在移民或身份申请相关的程序，向客户提供建议；
- (b) 根据客户提供的信息，评估和审查客户的背景、资格和目标，并推荐可能提供合理成功前景的潜在项目或途径；
- (c) 就维持、延长或更改客户在加拿大的临时移民身份提供建议；
- (d) 回答客户就加拿大移民项目或程序提出的合理问题；
- (e) 若有合适的移民项目开放，向客户提供前期准备指导，包括解释资格要求、所需文件和程序步骤；
- (f) 在履行上述服务时尽职尽责，并始终在加拿大移民法和监管委员会的《职业行为准则》范围内行事，以期为客户争取最佳结果；

为明确起见，本《服务协议》仅涵盖与加拿大移民事宜相关的咨询服务。不包括向加拿大移民、难民及公民部、移民及难民委员会 或任何其他政府机构进行代理或代表。若客户要求代理服务，则必须另行签署一份《代理服务协议》。

RCIC 应向客户提供一份已签署的最终版《服务协议》副本。

3. Client Responsibilities and Commitments

3.1 The Client must provide all necessary information and documentation, upon request from the RCIC.

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 service 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 The Client is to immediately advise the RCIC of any change in the marital, family, job, language test result, civil status, or change of physical address or contact information for any person included in their family.

3. 客户的义务与承诺

3.1 客户必须应 RCIC 的要求，提供所有必要的信息和文件。

3.2 客户理解其必须保证所提供信息的准确性和真实性，任何失实陈述或遗漏均可能导致本协议无效，或严重影响服务结果或保留其可能获得的任何移民身份。如果客户故意提供任何不准确、误导或虚假的实质信息，RCIC 在本服务协议下的义务即告无效。而客户的财务义务仍然存在。

3.3 客户必须立即告知 RCIC 其本人或其家庭中包含的任何人员的婚姻、家庭、工作、语言测试成绩、身份或实际地址或联系方式发生的任何变化。

4. Billing method

The Client will be billed by the hour.

The details of this billing method are $\$[\text{rate}]$ (CAD) + tax per hour.

4. 计费方式

客户将按小时计费。

此计费方式的详细费率为：每小时 $[\text{rate}]$ 加元+税费。

5. Payment Terms and Conditions

Professional Fees: $\$[\text{rate}]$ (CAD)+ tax per hour

Disbursements:

tax - GST 5% $[\text{exempt}/\$[\text{rate}]$ (CAD) per hour]

5. 付款条款和条件

专业服务费：每小时 $[\text{rate}]$ 加元+税费

代垫费用：

税费 - GST 5%： $[\text{豁免}/$ 专业服务费每小时 $[\text{rate}]$ 加元]

6. Payment Schedule

Deposit: $\$[\text{deposit}]$ (CAD) (Paid when signing the Agreement)

Please note that a minimum balance of $\$[\text{balance}]$ (CAD) - called the 'standing deposit' - must be always maintained in the Client Account with the RCIC. The Client is expected to provide and replenish the deposit when required, so that the RCIC continues to have enough money in the Client Account to cover services completed and necessary next steps.

6. 付款安排

押金： $[\text{deposit}]$ 加元（在签署协议时支付）

请注意，在客户与本公司设立的客户账户中，必须始终维持至少 [balance] 加元的余额，此为“维持押金”。客户需按要求提供并补足押金，以确保客户账户中有足够的资金支付已完成的服务和必要的后续步骤。

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 the Agreement, 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.

7. 发票开具

RCIC 将提供发票，其中应包括：

- 客户的姓名和地址；
- 在案件上花费的小时数清单；
- 提供服务的日期；以及
- 就所提供的服务应付给 RCIC 的总费用和适用税费。

RCIC 必须根据本《服务协议》第 5 条中的付款条款和条件向客户提供发票。此外，在 RCIC 终止服务或被解除协议时，RCIC 必须向客户提供账户结单，详细列出已提供的所有服务或说明在客户档案上花费的时间。

8. Refund Policy

8.1 The Client acknowledges that the making of immigration program policy is at the sole discretion of the government of Canada (or Government Authorities) and not the RCIC. The RCIC does not and can not guarantee any future program or governmental decision. Furthermore, the Client acknowledges that fees are not refundable in the event of a decision by the Government of Canada (or other authorities) that differs from the RCIC's advice.

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 and Disbursements will be refunded in accordance with the Code of Professional Conduct, the Client File Management Regulation, the Client Account Regulation, and the Retainer Agreement Regulation and in the manner mutually agreed by both parties within 15 days.

8. 退款政策

8.1 客户知悉移民项目政策的制定属于加拿大政府（或其他政府机构）的独家权力，而非 RCIC。RCIC 不承诺且不能保证任何未来的项目或政府决定。此外，客户知悉，如

果加拿大政府（或其他政府机构）的决定与 RCIC 的建议有所不同，已支付的费用不予退还。

8.2 客户同意所支付的专业费用是针对上述服务，任何退款严格仅限于已支付的专业服务费金额。

8.3 未动用和/或未赚取的费用和杂费/代垫费用将根据《职业行为准则》、《客户档案管理条例》、《客户账户条例》和《聘用协议条例》以及双方共同商定的方式，在 15 天内退还。

9. Dispute Resolution Related to the Code of Professional Conduct

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 College on their website: 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

9. 与《职业行为准则》相关的争议解决

如果发生与 RCIC 提供的专业服务相关的争议，客户和 RCIC 应尽一切合理努力在双方之间解决。如果无法达成解决方案，客户应以书面形式向 RCIC 提出投诉，并允许 RCIC 在 15 天内回复客户。如果争议仍未解决，客户可以根据监管委员会网站上介绍的投诉和纪律程序进行投诉：college-ic.ca

CICC 联系信息：

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Burlington, ON, L7L 6W6

免费电话：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 service will not be divulged to any third party, other than agents and employees of the RCIC, without prior consent, except as demanded by the College 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 28 of the Code of Professional Conduct. 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 shall not be divulged to any third party without the RCIC's prior written consent.

10.4 When applicable, the Client authorizes the RCIC to discuss the matter with the spouse, partner, parent, or adult child. This consent can be withdrawn in written.

10. 保密

10.1 RCIC 审查的、IRCC 及所有其他管理机构要求的，以及用于准备服务的所有信息和文件，除非监管委员会要求或法律规定，否则未经事先同意，不得泄露给任何第三方（RCIC 的代理人和员工除外）。

10.2 RCIC 及其所有代理人和员工，亦受《职业行为准则》第 28 条的保密要求约束。客户同意使用电子通信和存储机密信息。RCIC 将尽最大努力为电子通信和信息存储保持高度的安全保障。

10.3 RCIC 向客户发布和准备的所有信息和文件，以及本协议中涉及的事项，未经 RCIC 事先书面同意，不得泄露给任何第三方。

10.4 当适用时，客户授权 RCIC 与其配偶、伴侣、父母，或成年子女讨论该事宜。该授权可以书面形式撤回。

11. Electronic Communication

The Client agrees that communication may occur via WeChat (including private and group chats), email, or other electronic means. The Client's any participation through their ID in designated WeChat groups shall be deemed official communication. Messages exchanged through these channels may be relied upon as proof of communication or consent if required by the College or legal authorities.

11. 电子通讯

客户同意可以通过微信（包括私人聊天和群聊）、电子邮件或其他电子方式进行通信。客户通过其 ID 在指定微信群组中的通信将被视为正式沟通。如果监管委员会或法律机构要求，那么通过这些渠道交换的消息可作为通信或同意的证明。

12. Force Majeure

12.1 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.

12.2 In the event of Force Majeure referred to in section 12.1 so that the Agreement loses the ground to continue, any unused Disbursements and Professional fees will be refunded to the Client, and the Agreement is considered terminated.

12. 不可抗力

12.1 RCIC 因其无法控制的原因（例如但不限于政府限制或后续立法、战争、罢工或不可抗力等）而未能履行本《服务协议》的任何条款，不应被视为违反本协议。

12.2 如果发生第 12.1 条所述的不可抗力导致本协议失去继续履行的基础，任何未动用的杂费/代垫费用和专业服务费将退还给客户，且本协议视为终止。

13. 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 the College.

13. RCIC 意外缺席

如果客户无法与 RCIC 取得联系，并有理由相信 RCIC 可能已身故、丧失行为能力或以其他方式无法履行其职责，客户应联系监管委员会。

14. Change Policy

14.1 The Client acknowledges that if the RCIC is asked to act 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 service, or because of a change in government legislation regarding the processing of immigration or citizenship-related applications, the Agreement can be modified accordingly.

14.2 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. 变更政策

14.1 客户知悉，如果 RCIC 被要求处理超出本协议范围的事项、或由于客户情况发生重大变化、或由于在服务开始时未披露的实质事实、或由于政府关于移民或公民相关申请处理立法的变化，本协议可相应进行修改。

14.2 本协议仅在以书面形式作出并由双方签署后方可更改或修订。所有变更和/或编辑必须由 RCIC 和客户双方草签并注明日期。本协议的任何重大变更可能要求双方签订一份新的《服务协议》。

15. Termination

15.1 This Agreement is considered terminated upon the Client's successful attainment of permanent resident status in Canada.

15.2 In the event that the 'standing deposit' is not maintained and upon request of the RCIC, the Client fails to replenish the deposit within 5 days, this Agreement is considered terminated.

15. 终止

15.1 在客户成功获得加拿大永久居民身份后，本协议即视为终止。

15.2 如果客户未能保持“维持押金”，并且应 RCIC 的要求，客户在 5 天内未能补足押金，本协议即视为终止。

16. Discharge or Withdrawal of Service

16.1 The Client may discharge service and terminate this Agreement, upon writing.

16.2 Pursuant to the Code of Professional Conduct and Regulations, the RCIC may withdraw service and terminate this Agreement, upon writing, provided withdrawal does not cause prejudice to the Client, at which time any unused Disbursements and Professional fees 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.

16.3 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 since last invoice was issued.

16. 解除或终止服务

16.1 客户可以书面形式解除服务并终止本协议。

16.2 根据《职业行为准则》和各项条例，RCIC可以在不给客户造成损害的情况下，以书面形式结束服务并终止本协议，届时任何未动用的杂费/代垫费用和专业服务费将由RCIC退还给客户，除非本协议中另有规定，和/或客户将向RCIC支付任何未付的费用或杂费/代垫费用。

16.3 在结束或解除服务时，RCIC必须向客户提供一份发票，详细列出自上次发票开具以来，已提供的所有服务，或说明在客户档案上花费的时间。

17. 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. 适用法律

本协议受不列颠哥伦比亚省现行法律和加拿大联邦法律的管辖（包括适用的联邦法律），除非涉及本协议第9条规定的争议，任何与本协议条款有关的争议应由不列颠哥伦比亚省内具有管辖权的法院裁决。

18. Miscellaneous

18.1 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.

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

18.3 All costs and fees specified in this Agreement are to be paid by the Client.

18.4 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.

18.5 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.

18.6 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.

18.7 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.

18.8 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 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 and/or translation must not be used as a defence to the enforcement of obligations created by this Agreement.

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

18.10 This Agreement is drafted in English. For the Client's convenience, a Chinese translation is provided. In the event of any discrepancy or conflict between the English and Chinese versions, the English version shall prevail.

18.11 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.

18.12 This Agreement constitutes an offer by the RCIC to provide services under the terms stated herein. If the Client does not sign and make the initial payment or deposit required under this Agreement within thirty (30) calendar days from the date indicated on page one, this Agreement shall automatically become null and void.

18. 杂项

18.1 本协议构成双方就协议所述事项达成的完整协议，并取代双方先前所有口头或书面的协议、谅解、保证、陈述、谈判和讨论，除非本协议中另有明确规定。

18.2 本协议对协议各方及其各自的继承人、管理人、继任者和允许的受让人均具有约束力。

18.3 本协议中规定的所有成本和费用均由客户支付。

18.4 客户可以在《服务协议》签署后，指定一名代表在与 RCIC 接洽时代表其行事。指定代表不得因其作为指定代表的身份而从客户或 RCIC 处获得报酬。

18.5 本协议的条款应被视为可分割的。如果本协议的任何条款被任何具有管辖权的法院裁定为不可执行，则该条款应从本协议中分割出去，其余条款应保持完全有效。

18.6 本协议中使用的标题仅为方便查阅，不应以任何方式被解释为对本协议所包含的承诺和协议的增加或限制。

18.7 本协议各方必须进行和签署或推进进行和签署所有其他事项、行为、契约、文件和保证，这些事项是为全面有效地履行本协议的意图和目的所必需或合理要求的。

18.8 客户知悉其有充足的时间审查本协议，并在本协议签署和交付之前获得了寻求独立法律意见和翻译的机会。如果客户在签署本协议前未寻求独立法律意见和翻译，这是其自愿行为，未受任何不当压力，并同意未获得独立法律意见和/或翻译不得作为其对履行本协议所产生的义务的抗辩理由。

18.9 此外，客户知悉其已收到本协议的副本并同意受其条款约束。

18.10 本协议以英文起草。为方便客户，特提供中文翻译。如果英文版和中文版之间存在任何差异或冲突，应以英文版为准。

18.11 如果客户不能亲身到场签署本协议，电子签名被认可并足以视为双方同意该功能。

18.12 本协议构成 RCIC 根据本文所载条款提供服务的要约。如果客户未在本协议第一页所示日期起三十 (30) 天内签署本协议并完成本协议规定的首次付款或押金支付，则本协议将自动失效。

19. Contact Information 联系信息

Client

Name [Client Name] Phone Number [Phone Number] WeChat ID: [WeChat ID]

Address [Client Address]

E-mail Address [Client Email]

RCIC

Name [RCIC Name] Phone Number [RCIC Phone] WeChat ID: [RCIC WeChat]

RCIC E-mail Address [RCIC Email] Company E-mail Address: info@kpocanada.ca

Company KPO Immigration Inc. Address [KPO Address]

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 _____