

SERVICE AGREEMENT 服务协议

Non-representation Customized Application Service 非代理申请个性化服务

AcS-hour-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.

1.3 The term 'Client Account' means a trust account maintained by the RCIC in accordance with the Client Account Regulation of the College.

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”是指加拿大移民、难民及公民部。

1.3 术语“客户账户”一词是指由 RCIC 根据监管委员会的《客户账户条例》所设立和管理的信托账户。

2. RCIC Responsibilities and Commitments

The Client asked the RCIC, and the RCIC has agreed, to provide professional service for the Client in the matter of [application type] 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 assess and review the Client's background, qualifications, and objectives, based on information provided by the Client, and to advise on potential options offering a reasonable prospect of success;
- (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 conduct final review of the client's application and related forms, supporting documents and Canadian Government processing fees;
- (f) To prepare the client in advance, if an interview with an Officer from the IRCC and/or the other related Canadian Government agencies, as necessary, is requested;
- (g) 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;

To clarify, the services don't include any representation service.

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 已同意在 [申请类型] 申请事项中向客户提供专业服务。

考虑到所支付的费用及上述事项，RCIC 同意提供下列服务（如适用）：

- (a) 就《加拿大移民与难民保护法》、其条例以及与客户申请相关的程序，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选项；
- (c) 向客户提供一份申请所需信息和文件的清单，并就提交任何支持文件向客户提供建议和协助；
- (d) 根据需要协助客户收集相关支持文件；
- (e) 对客户的申请及相关表格、支持文件和加拿大政府的处理费用进行最终审核；
- (f) 如 IRCC 及/或其他相关加拿大政府机构要求客户进行面试，提前为客户做好准备；
- (g) 在上述申请事项中尽职尽责，并在加拿大移民法律及 CICC 行为准则的范围内行事，以为客户争取最佳结果；

为明确起见，该服务不包括任何代理服务。

RCIC 应向客户提供一份最终定稿并签署的本服务协议副本。

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 The Client must immediately advise the RCIC of any material change that may affect the application or eligibility or admissibility, including but not limited to changes in marital, family, employment, educational, financial, medical condition, or civil status, or contact information for any family member and person included in the application.

3. 客户的义务与承诺

3.1 客户必须应 RCIC 的要求，提供

- 所有必须的文件
- 所有文件必须是英文或法文的，或者提供英文或法文的翻译

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，或严重影响申请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 任何家庭成员及申请中所列人员的任何可能影响申请、资格或可入境性的重大变更，包括但不限于婚姻状况、家庭情况、就业、教育、财务、健康状况、公民身份或联系方式的变更等。

4. Billing method

The Client will be billed by the hour for professional services rendered by the RCIC.

4. 计费方式

客户将按小时计费，以支付 RCIC 所提供的专业服务费用。

5. Payment Terms and Conditions

5.1 The professional fees are billed at \$[RCIC Rate] (CAD) + applicable tax per hour.

5.2 Any additional immigration consultation or service requested by the Client that is not included in Section 2 will be provided at the same hourly rate specified above. The Client's request or consent, including through written or electronic communication, will constitute authorization for such additional billing.

5.3 If delays or late actions by the Client cause the RCIC to perform services on an expedited basis in order to meet government or program deadlines, an extra administrative 'rush' fee of \$[RCIC Rate] (CAD) per hour + tax may be applied. The Client acknowledges that such a fee may be charged without separate consent at the time it arises, provided that the RCIC notifies the Client of its application as soon as practicable. The RCIC will, however, continue to act diligently to protect the Client's interests regardless of payment timing.

5.4 A one-time File Establishment Fee of (CAD) \$300 + tax is payable upon signing this Agreement. This fee covers the administrative work performed immediately upon activation of the Client's file, including:

- opening the Client's account and case record;
- creating secure storage and document management folders;

- establishing billing, compliance, and accounting entries required by the College.

These administrative tasks are completed upon file activation; therefore, this fee is earned upon completion and non-refundable.

5.5 Disbursements:

Tax – GST 5% [exempt/\$[rate] (CAD) per hour on Professional Fees & Rush Administrative Fee]
[\$15 (CAD) on File Establishment Fee]

* Subject to change by the Canada government.

5. 付款条款与条件

5.1 专业服务费用按每小时 \$[RCIC Rate]加元+适用税费计费。

5.2 客户要求的未包含在第 2 条中的任何额外移民咨询或服务将按上述相同的小时费率计费。客户通过包括书面或电子通信形式的请求或同意，将构成对该额外费用的授权。

5.3 若因客户延误或迟缓行为导致 RCIC 需加急处理以满足政府或项目截止日期，RCIC 可收取每小时 \$[加急费率] 加元 + 税的额外行政“加急”费用。客户确认此类费用在发生时可无需另行同意即予收取，前提是 RCIC 会在可行的时间内通知客户该费用的适用情况。无论付款时间如何，RCIC 仍将尽职尽责地维护客户利益。

5.4 客户在签署本协议时需支付一次性建档费 \$300 加元 + 税。该费用用于客户档案激活后立即进行的行政工作，包括：

- 开设客户账户及案件记录；
- 创建安全存储及文件管理文件夹；
- 建立监管委员会要求的账务、合规及会计记录等。

上述管理工作在档案激活时即完成，因此该费用一经完成即视为已赚取，且不可退还。

5.5 代付费用：

税费 – GST 5% [豁免/专业服务费及加急行政费：免税或每小时
\$[rate] 加元]
[建档费：\$15 加元]

6. Payment Schedule

Deposit: [Deposit amt] (CAD) (Paid when signing the Agreement)

Please note that a minimum balance of \$2,000 (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：[Deposit amt]加元（在签署协议时支付）

请注意，在 RCIC 设立的客户账户中，必须始终维持至少 2,000 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

7.1 The RCIC will provide detailed invoices for all services rendered periodically. Each invoice shall include:

- The name and address of the Client;
- The dates on which services were performed;
- A description of services rendered;
- The hours billed, hourly rate, and total professional fees, file establishment fee, and rush fees; and
- Applicable taxes and disbursements.

7.2 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 and any outstanding or refundable balance.

7. 发票

7.1 RCIC 将阶段性向客户提供详细的服务发票。每份发票应包括以下内容：

- 客户的姓名和地址；
- 服务执行的日期；
- 所提供服务的描述；
- 所计费的小时数、小时费率、专业服务总费用、建档费及加急费用；以及
- 适用的税费及其他代付费用。

7.2 发票的提供应符合本服务协议第 5 条所载的付款条款与条件。此外，若 RCIC 终止或被解除本协议，其必须向客户提供一份对账单，列明已提供的所有服务及任何未结清或可退还的余额。

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 Retainer Agreement Regulation and in the manner mutually agreed by both parties within 15 days.

8. 退款政策

8.1 客户确认，签证或身份的批准及申请处理所需时间完全由加拿大政府（或相关政府机构）自行决定，RCIC 无权干预。此外，客户确认，若申请被拒，所支付费用将不予退还。

8.2 客户同意，其所支付的专业服务费用仅用于上述所列服务，任何退款仅限于已支付的专业服务费用金额。

8.3 未使用和/或尚未赚取的费用将根据《专业行为守则》、《客户档案管理条例》、《客户账户条例》及《聘用协议条例》予以退还，并在 15 日内按照双方协商一致的方式进行。

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：

College of Immigration and Citizenship Consultant (CICC)

5500 North Service Rd., Suite 1002

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 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 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 will 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 及所有其他政府机构要求的，以及用于准备申请的所有信息和文件，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，任何未动用的代付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 If the Client requests additional assistance or consultation outside the scope of this Agreement, or if new circumstances arise that require the RCIC's professional attention, such additional services may be performed under the same hourly rate with the Client's written or electronic request or consent. Only substantial, separate, or ongoing new matters may require a separate Service Agreement at the RCIC's discretion.

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 RCIC 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 若客户要求提供本协议范围以外的额外协助或咨询，或出现需引起 RCIC 专业关注的新情况，则此类额外服务可在客户书面或电子请求或同意的前提下，按相同的小时费率提供。仅当出现重大、独立或持续性的新增事项时，RCIC 可酌情要求签署新的服务协议。

14.2 本协议仅可通过书面形式由双方签署后进行修改或修订。所有变更和/或编辑的内容必须由 RCIC 与客户双方草签并注明日期。任何重大变更可能要求双方签署新的服务协议。

15. Termination

15.1 This Agreement is considered terminated upon completion of services identified under section 2 of this Agreement.

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 pursuant to section 16.2.

15. 终止

15.1 本协议在第 2 条所列服务完成后即视为终止。

15.2 若客户未能维持“维持押金”并在 RCIC 提出要求后于 5 日内未补足该款项，则根据第 16.2 条规定，本协议亦视为终止。

16. Discharge or Withdrawal of Service

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

16.2 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 Professional fees and/or 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.

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 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，届时任何未动用的代付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代付费用。

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 will 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 [Client Phone]

WeChat ID: [Client WeChat]

Address

[Client Address]

E-mail Address

[Client Email]

RCIC

Name [RCIC Name]

Phone Number [RCIC Phone]

WeChat ID: [RCIC WeChat]

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 _____