

Renaud Dery, Attorney

SERVICE AGREEMENT

BETWEEN:

CLIENT'S NAME (as it appears in passport): _____

Mailing address: _____

Telephone number: ______

Email address: _____

(hereinafter referred to as the "CLIENT")

And:

RENAUD DERY, ATTORNEY, having his principal place of business at 1455 Saint Mathieu Street -Suite #100, Montreal, Quebec, Canada H3H 2M4

(Hereinafter referred to as "the Attorney")

WHEREAS the Attorney is duly authorized by Immigration, Refugees and Citizenship Canada authorities (hereinafter referred to as "IRCC") to advise and represent applicants on a Canadian immigration application under Immigration, Refugees and Citizenship Canada's Express Entry selection system;

WHEREAS the CLIENT wishes to immigrate permanently to Canada by submitting to IRCC an Express Entry profile using the services of the ATTORNEY;

THEREFORE The CLIENT hereby agrees to mandate The ATTORNEY to represent and act as his legal and paid representative with all respect relating to his Immigration Project such as the preparation, submission, monitoring and updating of an Express Entry application all subject to the terms and conditions set forth below.

Section 1: DUTIES AND OBLIGATIONS OF THE ATTORNEY

THE ATTORNEY undertakes to provide to the CLIENT the following services:

A) IMMIGRATION SERVICES

- i. Review the CLIENT's eligibility and qualifications to submit an expression of interest in the Federal Express Entry system (including Federal Skilled Worker or participating Provincial Nominee Program) in accordance with the laws and regulations applicable at the time of execution of this agreement (hereinafter referred to as an "EOI");
- ii. Prepare, submit and monitor a maximum of two (2) applications within the period of twenty-four (24) months following the execution of this agreement. An application is defined as the filing of an EOI or an invitation to apply for a Canadian permanent residence visa (hereinafter referred to as an "ITA") following the filing of an EOI;
 - (a) In the event that the CLIENT does not receive an ITA during the first twelve (12) months following the execution of this agreement, the ATTORNEY will submit a second EOI if and only if the CLIENT qualifies for another EOI. If he does not qualify, this agreement will terminate and extinguish the ATTORNEY's duties and obligations under this agreement.
- iii. Advise the CLIENT in order to enhance his eligibility and ranking in the Express Entry pool such as but not limited to language proficiency, education, work experience and civil status;
- iv. Assist and advise the CLIENT with collating and uploading all the information and supporting documents as required by IRCC and review all such information and documents prior to submitting an EOI or an ITA to IRCC;
- v. Advise the CLIENT with advisory services with obtaining the Education Credential Assessment (herein after referred to as 'ECA');
- vi. Grant the CLIENT access to our free IELTS tutorial resources and practice tests;
- vii. Draft, if deemed necessary by the ATTORNEY, a letter of explanation for any missing documents or any other relevant issue at the time of submission of an EOI or ITA;
- viii. Advise the CLIENT and send, at the CLIENT's expense, any additional documentation and/or information required or requested by IRCC, pertaining to his EOI or ITA application;
- ix. Proceed, on a as needed basis, with any written or oral submission to IRCC with respect to his EOI or ITA application;

B) EMPLOYMENT ASSISTANCE SERVICES

x. Grant access to the CLIENT to Canadim's employment advisor who will provide one-onone guidance and assistance on:

- How to build a resume and a cover letter according to Canadian employment standards for submission by the CLIENT to potential Canadian employers;
- How to build a social media presence to attract potential Canadian employers;
- General career counseling services to maximize the CLIENT's exposure to Canadian employers;
- xi. Subject to receipt of payment of legal fees stipulated at section 3 c), provide to the CLIENT a list of potential Canadian employers hiring in his occupation and located in his intended place of destination in Canada;

Section 2: DUTIES AND OBLIGATIONS OF THE CLIENT

The CLIENT shall be responsible and perform the following duties:

- a) At all times during the validity of this agreement, provide accurate contact information to the ATTORNEY including email, telephone, and mailing address and immediately notify the ATTORNEY of any changes in such information;
- b) Follow the ATTORNEY's reasonable advice in order to enhance his eligibility for the Express Entry system as well as his ranking into the Express Entry Pool;
- c) Make sure that all of his claimed education and professional credentials have been obtained and issued by an educational institution that is authorized to issue such credentials by the government body of the country where they have been obtained and issued (hereinafter referred to as "PROFESSIONAL CREDENTIALS");
- d) Obtain the ECA of PROFESSIONAL CREDENTIALS at his expense;
- e) Provide and communicate to the ATTORNEY, upon request from the ATTORNEY and/or IRCC, in the format requested, official and sufficient documentation to support all of his claimed qualifications such as but not limited to, stated language proficiency, ECA of PROFESSIONAL CREDENTIALS as well as work and training experience in a timely, accurate, honest and forthright manner;
- f) Translate such documentation and information requested by IRCC and/or the ATTORNEY into English or French at the expense of the CLIENT;
- g) Immediately inform the ATTORNEY should any changes occur in the information that has been provided to the ATTORNEY and/or IRCC such as but not limited to personal information, civil status, education and training, work experience, language proficiency and family ties in Canada if applicable;
- h) Be able to provide and demonstrate sufficient unencumbered settlement funds as established by IRCC;
- i) Be able to provide the ATTORNEY with proof of stated language abilities;
- j) Immediately advise the ATTORNEY should he receive a job offer in Canada and/or a certificate of nomination from a province or territory;

- Fully disclose to the ATTORNEY all information related to any and all current, prior and future criminal charges and/or convictions, as well as any health or medical conditions that have affected or currently affect the CLIENT or any of his dependent family members;
- Immediately inform the ATTORNEY of any written, electronic, oral or telephone communication received from IRCC and immediately provide the ATTORNEY with copies of the written communication;
- m) Attend, at his own expense, all interviews requested by IRCC and/or a Canadian province or territory, as the case may be;
- Pay for all mandatory ECA fees, language testing fees, criminal background checks and medical examination fees as well as any other fee that may result from a request by IRCC;
- o) The CLIENT acknowledges that providing false or misleading documents or information is an offence under Canadian immigration rules and regulations and may result in being banned from making any visa application to Canada for a period of five (5) years as well as seriously affect the chances of receiving an ITA for Canadian permanent residency under the Express Entry system;
- p) Pay to the ATTORNEY as set forth in Section 3 herein all of the professional legal fees and the CLIENT shall make sure that said fees arrive in full, in the currency stated in this agreement, including any and all applicable taxes.

Section 3: ATTORNEY LEGAL FEES AND PAYMENT TERMS

In consideration for the above-mentioned services, the CLIENT agrees to pay to the ATTORNEY the sum of \$2500 American dollars (USD) as follows:

a) TO RENAUD DERY IN TRUST: The sum of 2500 USD \$ immediately upon execution of this agreement by the CLIENT. The CLIENT authorizes the ATTORNEY to release this first installment of ATTORNEY FEES from his trust account once the ATTORNEY has activated the CLIENT's immigration file in his office and reviewed the CLIENT's qualification and eligibility.

THE CLIENT acknowledges that the fees quoted above cover only and exclusively the work and duties of the ATTORNEY set forth in Section 1 herein for the preparation and submission of a either two (2) EOIs or one (1) EOI and one (1) ITA. The CLIENT further acknowledges that said fees do not include services such as but not limited to the preparation and submission of an application for a labor market impact assessment or validation of a job offer. Additional legal fees shall be payable in order to assist with such services. The CLIENT further acknowledges that said fees do not cover the preparation and submission of an application for permanent residence following the issuance of an ITA resulting from a second EOI covered by this agreement.

The CLIENT expressly recognizes that only the ATTORNEY is authorized to issue receipt(s) for payment of the ATTORNEY's fees and that the said receipt(s) will only be issued upon the reception of the fees set forth in this section. The CLIENT also acknowledges that the ATTORNEY shall not be required to commence or continue carrying out his legal services herein set forth until such time as the ATTORNEY has received the said fees in trust in full.

Section 4: REFUND POLICY

The CLIENT understands and acknowledges that the legal fees paid under section 3 of this agreement are not refundable in the event that his EOI or his application for permanent residence following an ITA cannot be submitted to IRCC, is submitted but then cancelled, terminated or refused by IRCC or if the CLIENT is no longer eligible as a result of IRCC's policies, laws and regulations (including Ministerial instructions and selection criteria) or any changes or amendments thereof or as a result of health, medical, criminality or security inadmissibility or if the CLIENT has failed to fulfill his duties & obligations set forth at Section 2 of this agreement or if the CLIENT voluntarily withdraws. The CLIENT further acknowledges that he shall not be entitled to any refund if he doesn't receive an ITA. In any event, the ATTORNEY's total liability shall be limited to the refund of any legal fees paid by the CLIENT to the ATTORNEY under this Agreement.

Section 5: GENERAL PROVISIONS

- a) The CLIENT acknowledges that the ATTORNEY has not undertaken to advise the CLIENT as to any other area of law or legal matters save and except as set forth in this agreement.
- **b)** The CLIENT expressly acknowledges that the submission to IRCC of an EOI does not guarantee that the CLIENT will receive an ITA.
- **c)** The CLIENT acknowledges that the ATTORNEY cannot control the processing times and/or the actions and decisions of IRCC as well as the actions and/or decisions of any organizations or individuals that are not affiliated with the ATTORNEY.
- **d)** The CLIENT acknowledges that the ATTORNEY shall use only his best and reasonable efforts to assist the CLIENT under this agreement for a period up to twenty four (24) months from the date of the execution of this agreement.
- e) The CLIENT acknowledges that this agreement shall be governed by the laws in effect in the Province of Quebec, Canada.

- **f)** THE CLIENT hereby warrants that any and all information and documentation provided to the ATTORNEY is true and accurate.
- **g)** THE CLIENT acknowledges that the ATTORNEY reserves the right to cancel this Agreement at any time if the information given to either the ATTORNEY or IRCC is found to be untruthful, misleading or false, or if any money due and payable to the ATTORNEY under this Agreement remains unpaid.
- h) The CLIENT acknowledges that this agreement constitutes the entire and sole agreement between the parties and supersedes any and all prior agreements, understandings, negotiations, discussions and communications of any form (written or oral) with any official staff member of the ATTORNEY or the ATTORNEY himself relating to the subject matter of this agreement.
- i) THE CLIENT acknowledges that changes and/or amendments to Canadian immigration laws and regulations are possible and that such changes / amendments may affect adversely the CLIENT's eligibility to the Express entry system as well as his chances of receiving an ITA for Canadian permanent residency under such program.
- **j)** THE CLIENT acknowledges that all professional legal fees set forth in Section 3 do not include:
 - International or domestic courier charges
 - ECA fees
 - Language testing fees
 - Any other fee to be paid to IRCC such as but not limited to processing and right of landing fees
- k) In this agreement, words in the singular form shall be construed to include the plural and <u>vice versa</u>, unless the context otherwise requires. Words importing masculine shall be construed as including the feminine.
- 1) This agreement may be signed in any number of counterparts, each of which is an original and all of which taken together form one single document.

These parties acknowledge that they have requested that this agreement be drawn up in the English language only; Les parties reconnaissent qu'elles ont exigé que cette entente soit rédigée seulement en anglais.

By signing below, THE CLIENT acknowledges, understands and agrees to all of its terms and conditions stipulated herein.

Signed in:	(City/Town)			
	(city) rowinj			
Dated:		/	/	
	Day (DD)	Month (Month)	Year (YYYY)	
CLIENT'S S	IGNATURE			

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RENAUD DERY on behalf of THE ATTORNEY