



RETAINER AGREEMENT

*Express Entry Profile and Express Entry
Provincial/Territorial Nominee Programs*

BY AND BETWEEN:

Last Name (family name):

First Name (given name):

Mailing address:

Telephone Number:

E-mail Address:

(the "CLIENT")

AND:

COHEN IMMIGRATION LAW INC, a professional services corporation, having its head office at 420 Notre-Dame West, Suite 310, Montreal, Quebec, H2Y 1V3, Canada, herein represented by a duly authorized signatory

(the "LAW FIRM")

PREAMBLE:

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.

Cohen Immigration Law Inc
420 Notre-Dame West, Suite 310
Montreal, Quebec, H2Y 1V3, Canada



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:

- 1.1 with the preparation, submission and update of a single expression of interest for economic immigration to Canada under Immigration, Refugees and Citizenship Canada's (IRCC's) Express Entry selection system set forth in the Ministerial Instructions issued on December 1, 2014 (hereinafter referred to as the EE PROFILE); **AND**,
- 1.2 with the preparation, submission and update of expression(s) of interest for economic immigration to Canada under Provincial/Territorial Nominee Program Express Entry streams (hereinafter referred to as the Enhanced PNPs), if and when the CLIENT becomes eligible, during the duration of the present Retainer Agreement; **AND**,
- 1.3 with the submission of a single application for a Provincial/Territorial Nomination (the APPLICATION), if and when the CLIENT is invited to apply under an Enhanced PNP stream by a Canadian Province or Territory. The APPLICATION shall include any eligible dependents at the time the APPLICATION is submitted.

ALL OF THE ABOVE subject to the terms and conditions set forth below.

The LAW FIRM agrees to use its reasonable professional efforts to assist the CLIENT and fulfill its obligations under this Retainer Agreement. The CLIENT expressly acknowledges that the submission of the EE PROFILE to the IRCC's pool of eligible candidates and submission of any or all expression(s) of interest under Enhanced PNP(s) does not guarantee that the CLIENT will be invited to apply for a Canadian permanent residence visa and/or for a Provincial/Territorial Nomination. The CLIENT further acknowledges that the LAW FIRM has no control over the processing times and/or the actions and/or decisions of the Canadian Federal and/or Provincial/Territorial immigration authorities (hereinafter referred to as the Immigration Authorities) and/or any individuals or organizations not related to the LAW FIRM.

The LAW FIRM shall provide assistance exclusively from Canada. The LAW FIRM shall provide services under the terms of this Retainer Agreement until the final disposition of the submitted APPLICATION or until the CLIENT receives an Invitation to Apply (ITA) for Canadian permanent residence under the IRCC Express Entry Selection system or for a period of one (1) year from the execution of this Retainer Agreement, whichever occurs earlier.

2. DUTIES OF THE LAW FIRM

The LAW FIRM shall be responsible for the performance of the following duties:



- (i). Review the CLIENT's qualifications, and advise the CLIENT as to what must be done in order to maximize the CLIENT's eligibility and ranking for economic immigration to Canada under the programs outlined in Section 1 "Engagement of the LAW FIRM" of the present Retainer Agreement;
- (ii). Assist the CLIENT with the preparation, submission and update of the EE PROFILE and with the preparation, submission and update of expression(s) of interest for economic immigration to Canada under Enhanced PNP(s), if and when the client becomes eligible, and advise the CLIENT about the necessary required documents;
- (iii). Review the CLIENT's EE PROFILE and the Enhanced PNP(s) profile(s) and the mandatory documents prior to submission to the Immigration Authorities;
- (iv). Assist the CLIENT with gaining access to the Canada Job Bank, under the IRCC Express Entry selection system;
- (v). Advise the CLIENT about the necessary evidence required that best represents the CLIENT's language proficiency, work experience, education and training, and civil status for submission of the EE PROFILE and of the Enhanced PNP(s) profile(s);
- (vi). Track the CLIENT's EE PROFILE and the Enhanced PNP(s) profile(s) with the Immigration Authorities for the duration of this Retainer Agreement;
- (vii). Make written and/or oral representations to the Immigration Authorities, as necessary.
- (viii). **If the CLIENT is invited by a Canadian Province/Territory to submit an APPLICATION under one Enhanced PNP stream, the LAW FIRM shall:**
 - a. Assist the CLIENT in the preparation of the APPLICATION forms required by the Canadian Provincial/Territorial Immigration Authorities;
 - b. Advise the CLIENT about the necessary evidence required by the Canadian Provincial/Territorial Immigration Authorities that best represents the CLIENT's qualifications, including but not limited to language proficiency, work experience, education and training, settlement funds and civil status;
 - c. Advise the CLIENT about the appropriate government processing fees required by the Canadian Provincial/Territorial Immigration Authorities in support of the APPLICATION;
 - d. Review the CLIENT's APPLICATION forms and supporting documents prior to submission to the Canadian Provincial/Territorial Immigration Authorities;
 - e. Assist with the submission the APPLICATION, at the CLIENT's expense, to the Canadian Provincial/Territorial Immigration Authorities and, if necessary,



submit any additional supporting documentation, at the CLIENT's expense, to the appropriate Canadian Provincial/Territorial Immigration Authorities;

- f. Advise the CLIENT as to what will be generally expected at an interview with the Canadian Provincial/Territorial Immigration Authorities, if an interview is requested;
- g. Track the APPLICATION until the issuance of the Provincial/Territorial Nomination, or the final disposition of the APPLICATION by the Canadian Provincial/Territorial Immigration Authorities, whichever occurs first.

3. DUTIES OF THE CLIENT

The CLIENT shall be responsible for the performance of the following duties:

- (i). 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;
- (ii). Follow the LAW FIRM's reasonable advice in order to maximize eligibility for the economic immigration to Canada under the programs outlined in Section 1 "Engagement of the LAW FIRM" of the present Retainer Agreement;
- (iii). Immediately disclose to the LAW FIRM all information related to any and all current or prior criminal charges and/or convictions, as well as any health issues that have affected or affect the CLIENT or any of his/her dependents;
- (iv). Ensure that the information contained in the CLIENT's EE PROFILE and the Enhanced PNP(s) profile(s) (if applicable) as well as in the APPLICATION (if applicable) remains accurate and complete throughout the entire immigration process. The CLIENT must advise the LAW FIRM and the Immigration Authorities of any changes and/or updates to the information contained in the CLIENT's EE PROFILE and the Enhanced PNP(s) profile(s) as well as in the APPLICATION (if applicable);
- (v). If the CLIENT is invited to submit an APPLICATION under an Enhanced PNP stream, ensure that the CLIENT's EE PROFILE remains active and valid until a final decision is made on the APPLICATION, and if a Provincial/Territorial Nomination is received, until the issuance of an Invitation to Apply for Canadian permanent residence from the IRCC;
- (vi). Provide all information and documents, within the deadline provided by the LAW FIRM, requested by the LAW FIRM and/or the Immigration Authorities in a timely, accurate, honest and forthright manner and, where necessary, have the same translated accurately into English (or French) at the expense of the CLIENT;



- (vii). Ensure that all educational and professional credentials claimed (the CREDENTIALS) are complete and have been obtained from the institution(s) that is recognized and accredited by the governing body responsible for such accreditation in the country of issue or study, as the case may be, and, if required, have the CREDENTIALS assessed according to the requirements of the Immigration Authorities at the CLIENT's expense. Also, the CLIENT hereby acknowledges that the LAW FIRM will store the CLIENT's personal identifiable information in compliance with the Barreau du Québec (Quebec Law Society) requirements;
- (viii). Provide sufficient documentation to support all qualifications claimed, including, but not limited to, proof of language proficiency and Canadian equivalence of the CREDENTIALS, as advised by the LAW FIRM and/or required by the Immigration Authorities, including proof of compliance with any provincial/territorial requirements related to Professional Status or Licensure (if applicable). The CLIENT hereby acknowledges that providing false or misleading information may result in being banned from applying under Enhanced PNP(s) for a period of two (2) years and may be banned from Canada for a period of five (5) years;
- (ix). Demonstrate possession of sufficient unencumbered funds so as to be able to support the CLIENT and his/her dependents upon their arrival to Canada, in accordance with the norms and guidelines established by the Immigration Authorities;
- (x). Immediately advise the LAW FIRM of any and all written, electronic or telephone communication received by the CLIENT from the Immigration Authorities;
- (xi). Attend all interviews if called upon to do so by the Immigration Authorities (if applicable). The CLIENT is responsible for making all necessary travel arrangements at his or her own expense;
- (xii). Pay the fees required by the Immigration Authorities for the handling and processing of the Nomination Application (if any), the evaluation of language ability, professional, vocational or educational qualifications by the appropriate authorities, if applicable;
- (xiii). Pay to the LAW FIRM "In Trust" all of the fees payable to the LAW FIRM, as set forth in the section the FEES. The CLIENT expressly agrees that it is the CLIENT's entire responsibility to ensure that the said fees arrive in full, in the designated currency and 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 INC IN TRUST the amount of **USD1990** on account of the LAW FIRM FEES as per the following schedule:

- The sum of **USD 995** immediately upon execution of this Retainer Agreement by the CLIENT;



- The sum of **USD 995** immediately upon confirmation from the LAW FIRM that the CLIENT's EE PROFILE has been submitted to IRCC pool of eligible candidates, or 60 days after execution 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 the first installment of the LAW FIRM FEES from the LAW FIRM's trust account after the LAW FIRM has established a file in its office for the CLIENT and reviewed the CLIENT's qualifications. The CLIENT authorizes the LAW FIRM to release the second installment of the LAW FIRM FEES from the LAW FIRM's trust account upon confirmation of submission of the EE PROFILE or conclusion of this Retainer Agreement, whichever occurs earlier.

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 recognizes that the FEES quoted above are for the services outlined in Section 1 of the present Retainer Agreement "Engagement of the LAW FIRM". The CLIENT further acknowledges that additional FEES shall be payable to retain the LAW FIRM to assist with non-retained services, including but not limited to, Application for permanent residence in Canada after receipt of an Invitation to Apply issued to the CLIENT by the IRCC.

5. REFUND POLICY

The CLIENT acknowledges that there shall be no refund due if, through no fault of the LAW FIRM, the EE PROFILE and/or the Enhanced PNP(s) profile(s) and/or 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 EE PROFILE and/or the Enhanced PNP(s) profile(s) and/or the APPLICATION is refused, rejected, withdrawn or cannot proceed due to reasons related to health, criminality/security or if the CLIENT voluntarily withdraws the EE PROFILE and/or the Enhanced PNP(s) profile(s) and/or the APPLICATION. In any event, the LAW FIRM's total liability under this Retainer Agreement is limited to any the LAW FIRM FEES paid by the CLIENT to the LAW FIRM.

6. INTERPRETATION

- (i). This Retainer Agreement shall be governed by the laws in effect in the Province of Quebec, Canada;



- (ii). 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;
- (iii). This Retainer Agreement can be executed by one or more of the parties hereto in any number of counterparts, each of which shall be deemed to be an original, but all such counter parts shall together constitute one and the same instrument;
- (iv). 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.

CLIENT Signature

Date

COHEN IMMIGRATION LAW INC

Date