



RETAINER AGREEMENT

*Expression of Interest - Manitoba Provincial Nominee Program –
Skilled Worker Overseas*

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 for a period of one (1) year to provide legal counsel and assistance in connection with the preparation, submission and update of one expression of interest under the Manitoba Provincial Nominee Program - Skilled Worker Overseas, 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 with the preparation, submission and update of a single expression of interest for economic immigration to Canada under the Manitoba Provincial Nominee Program - Skilled Worker Overseas (the Expression of Interest), subject to the terms and conditions set forth below.

The LAW FIRM agrees to use its reasonable efforts to assist the CLIENT and fulfill its obligations under this Contract. The CLIENT expressly acknowledges that the submission of the Expression of Interest does not guarantee that the CLIENT will be invited to apply for a Nomination Certificate under a Provincial or Territorial Nominee Program. The CLIENT further acknowledges that the LAW FIRM has no control over the processing times or the actions or decisions of the Canadian Federal and/or Provincial and/or Territorial immigration authorities 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 Contract until the CLIENT receives an invitation to apply for a Nomination Certificate under a Provincial or Territorial Nominee Program, or for a period of one (1) year from the execution of this Contract, 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 Manitoba Provincial Nominee Program - Skilled Worker Overseas;
- (ii). Assist the CLIENT in the preparation of the Expression of Interest under the Manitoba Provincial Nominee Program - Skilled Worker Overseas and advise the CLIENT about the necessary documents required to submit the Expression of Interest;
- (iii). Review the CLIENT's Expression of Interest and mandatory documents prior to submission to the pool of all eligible candidates under the Manitoba Provincial Nominee Program - Skilled Worker Overseas;
- (iv). Assist the CLIENT with any necessary updates to the Expression of Interest submitted to the pool of all eligible candidates under the Manitoba Provincial Nominee Program - Skilled Worker Overseas;
- (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 Expression of Interest to the Manitoba Provincial Nominee Program - Skilled Worker Overseas;



- (vi). Track the CLIENT's Expression of Interest with the Manitoba Provincial Nominee Program the duration of this Contract;
- (vii). Make written and/or oral representations to the Manitoba Provincial Nominee Program, as necessary.

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 Contract, 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 and ranking required for a Nomination Certificate under the Manitoba Provincial Nominee Program - Skilled Worker Overseas;
- (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 accompanying dependents;
- (iv). Provide all information and documents requested by the LAW FIRM and the Manitoba Provincial 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;
- (v). Immediately advise the LAW FIRM if there are any changes to the CLIENT's personal information, language proficiency, work experience, education and training, or civil status, or if the CLIENT receives a validated offer of employment in Canada or a certificate of nomination from another Canadian province or territory;
- (vi). Ensure that all educational and professional credentials claimed (the CREDENTIALS) are complete and have been obtained from an institution 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 have the CREDENTIALS assessed according to the requirements of the Canadian federal and/or provincial immigration authorities at the CLIENT's expense;
- (vii). 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 Canadian federal and/or provincial immigration authorities; the CLIENT hereby acknowledges that providing false or misleading information may result in being banned from Canada for a period of five (5) years;



- (viii). Demonstrate possession of sufficient unencumbered funds so as to be able to support the CLIENT and his/her accompanying dependents upon their arrival in Canada, in accordance with the norms and guidelines established by Canadian federal and/or provincial immigration authorities;
- (ix). Immediately advise the LAW FIRM of any and all written, electronic or telephone communication received by the CLIENT from the Canadian federal and/or provincial immigration authorities;
- (x). Attend all interviews, if called upon to do so by Canadian provincial immigration authorities. The CLIENT is responsible for making all necessary travel arrangements at his or her own expense;
- (xi). Pay the fees required for the evaluation of language ability, and professional, vocational or educational qualifications by the appropriate authorities, where applicable;
- (xii). Pay to the LAW FIRM "In Trust" all of the fees payable to the LAW FIRM, as set forth in the section LAW FIRM 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, including any applicable taxes, at the LAW FIRM's principal place of business in Montreal, Canada.

4. LAW FIRM FEES

The CLIENT agrees to pay to **COHEN IMMIGRATION LAW INC IN TRUST** the amount of **USD 1000** on account of LAW FIRM FEES as per the following schedule:

- The sum of **USD 1000** immediately upon execution of this Contract by the CLIENT.

The CLIENT agrees that the LAW FIRM shall not be required to commence or continue carrying out its 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 LAW FIRM FEES from its trust account after the LAW FIRM has established a file in the office for the CLIENT and reviewed the CLIENT's qualifications.

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 preparation, submission and update of a single expression of interest for economic immigration to Canada under the Manitoba Provincial Nominee Program - Skilled Worker Overseas only. The CLIENT further acknowledges that additional LAW FIRM FEES shall be payable to retain the LAW FIRM to assist with additional services, including but not limited to, application for a Provincial Nomination and/or for a permanent resident visa in Canada.



5. REFUND POLICY

The CLIENT acknowledges that there shall be no refund due if, through no fault of the LAW FIRM, the Expression of Interest is not submitted, not accepted, terminated, withdrawn or cannot proceed due to reasons relating to provincial and/or federal government policy (including any Ministerial Instructions), a change in federal and/or provincial law, federal and/or provincial regulation or federal and/or provincial 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 Expression of Interest is refused, rejected, withdrawn or cannot proceed due to reasons related to health, criminality/security or if the CLIENT voluntarily withdraws the Expression of Interest. In any event, the LAW FIRM's total liability under this Retainer Agreement is limited to the LAW FIRM FEES paid by the CLIENT to the LAW FIRM.

6. INTERPRETATION

- (i). This Contract 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 Contract can be executed by one or more of the parties hereto in any number of counter parts, 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 Contract 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