

GLOBAL HUT IMMIGRATION CORP.

Known to be the 'Leaders of Integrity'

Address: 6941, Lundys Lane, Niagara Falls, ON L2G 1V8

RETAINER AGREEMENT

RCIC Membership # R532951

Client File # Not Applicable

This Retainer Agreement is made between Regulated Canadian Immigration Consultant:

RCIC: Tushar Chawla, MBA, CHRL, RCIC

Date:

Client: (Cliente)

Company: Not Applicable

Contact Information

RCIC's office: 6941, Lundys Lane, Niagara Falls, ON L2G 1V8, Canada and the contact phone number (905) 325 1908

Client located at address (Cliente ubicada en la dirección)

Email Correo electrónico

Cell phone (Teléfono móvil)

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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/her services to the Client.

AND WHEREAS the RCIC is a member of The College of Immigration and Citizenship Consultants (the “Council”), the regulator in Canada for immigration consultants;
IN CONSIDERATION of the mutual covenants contained in this Agreement, the parties agree as follows:

1. Definitions

The terms “Client”, “Council” and “Disbursement” shall have the meaning given to such terms in the Retainer Agreement Regulation and By-law of the Council.

2. RCIC Responsibilities and Commitments

The Client asked the RCIC, and the RCIC has agreed, to act for the Client in the matter of (*refer to highlighted text under global hut immigration fee structure on this agreement*)

3. Client Responsibilities and Commitments

3.1 The Client must provide, upon request from the RCIC:

-All necessary documentation in English or translated in English

3.2 The Client understands that he/she must be accurate and honest in the information he/she provides and that any inaccuracies may void this Agreement, or seriously affect the outcome of the application or the retention of any status he/she may obtain. The RCIC’s obligations under the Retainer 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 In the event Immigration, Refugee and Citizenship Canada (IRCC) or Employment and Social Development Canada (ESDC) should contact the Client directly, the Client is instructed to notify the RCIC immediately.

3.4 The Client is to immediately advise the RCIC of any change in the marital, family, or civil

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status or change of physical address or contact information for any person included in the application.

3.5 In the event of a Joint Retainer Agreement, the Clients agree that RCIC may share information among all clients, as required. Furthermore, if a conflict develops that cannot be resolved, the RCIC cannot continue to act for both or all of the Clients and may have to withdraw completely.

4. Billing method

The Client will be billed by a **flat fee**. The details of this billing method are as follows:

5. Payment Terms, Stages and Conditions

First invoice will be issued and due immediately, which is usually half of total fee known as stage 1. Once the final submission is made, at that time, balance of our fee will be invoiced, known as stage 2.

***Estimated dates of completion**

Stage 1 By date: 5 Business Days

Stage 2 By date: 10 Business Days

*The above dates are an estimate only and are subject to change due to the nature of the work that requires many documents, forms completed by applicant, 3rd party, etc.

*Government fee is subject to change in accordance to any increase the Government fee that is introduced while preparation of the file. When this happens, the client will be paying any difference on the actual fee paid to current fee rate on applications to IRCC or ESDC or OINP.

Application scope

Each application is fully supported from data entry, to be able to provide sample letters, and customized affidavit, where applicable, etc. for files. 1st stage usually consist of data entry resulting in having application go live online. 2nd stage is in motion to finish to submit final.

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GOVERNMENT FEE STRUCTURE

A. Temporary residence

- | | |
|---------------------------------------|-------|
| 1. Work permit (including extensions) | \$155 |
| 2. Bio-metrics | \$85 |

GLOBAL HUT IMMIGRATION PROFESSIONAL FEE

Total cost (excluding tax)	\$0.00
Taxes	<u>\$0.00</u>
Total with taxes	\$0.00
 <u>GOVERNMENT FEE</u>	
Employer is paying for each applicant the IRCC Government fee, no cost to worker	\$240

Refer to government fee table, and global hut immigration fee table with above numbers that applies for the program application, and the applicable Government fee!

(CRA# 783297930RC0001)

6. Payment Schedule

Deposit (signing of contract): \$0.00

Balance (time of filing): \$0.00

Currency Canadian

7. Refund Policy

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 and not the RCIC. Furthermore, the Client acknowledges that fees are not refundable in the event of an application refusal.

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If, however, the RCIC or professional staff do not complete the tasks identified under section 2 of this agreement, the RCIC will refund part or all of the professional fees collected provided it meets the refund policy of Global Hut Immigration Corp. and unused fee does exist, the unused fee will be refunded in the form of bank transfer or a cheque payable to the Client.

8. Dispute Resolution Related to the Code of Professional Ethics

In the event of a dispute related to the Code of Professional Ethics, the Client and RCIC are to make every 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 10 business 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 Council on <https://college-ic.ca/>? under the heading "File a Complaint".

NOTE: All complaint forms must be signed

CICC Contact Information:

The College of Immigration and Citizenship Consultants (CICC)

5500 North Service Rd, Suite 1002

Burlington, ON L7L 6W6

Toll free: 1-877-836-7543

9. Confidentiality

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, without prior consent, except as demanded by law. The RCIC, and all agents and employees of RCIC, are also bound by the confidentiality requirements of Article 8 of the Code of Professional Ethics.

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. Force Majeure

The RCIC's failure to perform any term on this Retainer 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.

11. Change Policy

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The Client acknowledges that if the RCIC is asked to act on the Client's behalf on matters other than those outlined above in 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 application, or because of a change in government legislation regarding the processing of immigration or citizenship related applications, the Agreement can be modified accordingly.

12. Termination

- 12.1 This Agreement is considered terminated upon completion of tasks identified under section 2 of this agreement.
- 12.2 This Agreement is considered terminated if material changes occur to the Client's application or eligibility, which make it impossible to proceed with services detailed in section 2 of this Agreement

13. Discharge or Withdrawal of Representation

- 13.1 The Client may discharge representation and terminate this Agreement, upon writing, at which time any outstanding fee or Disbursements will be refunded by the RCIC to the Client/any outstanding fees or Disbursements will be remitted by the Client to the RCIC.
- 13.2 Pursuant to Article 11 of the Code of Professional Ethics, the RCIC may withdraw representation and terminate this Agreement, upon writing, provided withdrawal does not cause prejudice to the Client, at which time any outstanding fees or Disbursements will be refunded by the RCIC to the Client/any outstanding fees or Disbursements will be remitted by the Client to the RCIC.

14. Governing Law

This Agreement shall be governed by the laws in effect in the Province of **Ontario**, and the federal laws of Canada applicable therein and except for disputes pursuant to Section 8 hereof, any dispute with respect to the terms of this Agreement shall be decided by a court of competent jurisdiction within the Province of **Ontario**.

15. Miscellaneous

- 15.1 The Client expressly authorizes the RCIC to act on his/her behalf to the extent of the specific functions which the RCIC was retained to perform, as per Section 2 hereof.
- 15.2 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.

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- 15.3 This Agreement shall be binding upon the parties hereto and their respective heirs, administrators, successors and permitted assigns.
- 15.4 This Agreement may only be altered or amended when such changes are made in writing and executed by the parties hereto.
- 15.5 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.
- 15.6 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.
- 15.7 Each of the parties hereto shall 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.
- 15.8 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 prior to signing this Agreement, he/she did so voluntarily without any undue pressure and agrees that the failure to obtain independent legal advice shall not be used as a defense to the enforcement of obligations created by this Agreement.

- 15.9 Furthermore, the Client acknowledges that he/she has received a copy of this Agreement and agrees to be bound by its terms
- 15.10 The Client acknowledges that he/she has requested that the Agreement be written in English language
- 15.11 An online 'entry form' is presented to each client. Client is responsible to provide 'accurate' information that includes education, employment, hours of work, wage, position, job title, job duties, and where known - the NOC code of the job. and present to Global Hut unedited documents supporting the employment, education, job title, job duties, and where known the NOC code.

15.12 Where client has presented 'accurate information' on all of the above noted under 'client information', Global hut immigration will review the completeness of information, for example, an employment letter must have contents like: employer name, contact information of employer, job location, job duties, hours of work, signature, date, and legal status based on a valid work permit for the duration of work.

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15.12 Where client is unsure about having worked on a certain NOC, client is supposed to request Global hut immigration for a review of examining of the NOC code contents. Client must select 'no' on the form that is sent to the client asking for 'NOC' code, if client is not aware of that specific component. Failure to select no on this question will results in having given 'accurate' information to Global hut in every interpretation, and in its own merits.

IN WITNESS THEREOF this Agreement has been duly executed by the parties hereto on the date first above written.

SIGNATURES (firmas)

Signature of Client

(Firma del cliente)

Signature of RCIC

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