

Abrams & Krochak, Professional Corporation

Canadian Immigration Lawyers

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AGREEMENT

BETWEEN:

CLIENT'S NAME (as it appears in passport): _____
(hereinafter referred to as the "client")

AND:

ABRAMS & KROCHAK, PROFESSIONAL CORPORATION
(hereinafter referred to as "Abrams & Krochak")

I. GENERAL PROVISIONS

1. The client hereby retains ABRAMS & KROCHAK as legal representative with respect to the Canadian Immigration matters of the client and the client's accompanying family members. ABRAMS & KROCHAK undertakes to provide the following services:

- a) Preparation of Application forms and all supporting documentation for presentation to Citizenship and Immigration Canada officials;
- b) Drafting of detailed written legal submissions for presentation to Citizenship and Immigration Canada officials in support of the client's Application for Permanent Residence;
- c) Preparation of formal business proposal for presentation to Citizenship and Immigration Canada in support of client's Application for Permanent Residence;
- d) Research on client's behalf with respect to client's proposed business plans in Canada for presentation to Citizenship and Immigration Canada officials;
- e) Follow up, when necessary, with Citizenship and Immigration Canada officials regarding the status of the client's Application;
- f) Follow up, when necessary, with other concerned departments of the Government of Canada regarding the status of the client's Application;
- g) Assistance and advice in preparation for the client's interview with visa officials (should an interview be necessary) by providing the client with sample interview questions for the client's responses and Abrams & Krochak's subsequent review and analysis;
- h) Valuable settlement advice and assistance for the client when the client is finally ready to move to Canada, including but not limited to assistance with employment, accommodation, schooling, health care and social insurance; and
- i) Referrals to Canadian tax and business professionals.

2. **THE CLIENT ACKNOWLEDGES** that ABRAMS & KROCHAK has not undertaken to advise the client as to tax law, or any other legal matters, except as referred to above.

3. **THE CLIENT HEREBY WARRANTS** that all information which the client provides to ABRAMS & KROCHAK is truthful, accurate and acknowledges that any inaccuracies with respect to same may seriously affect the approval of the client's Application(s) for Permanent Residence or the retention of the client's landed

immigrant status.

4. **THE CLIENT ACKNOWLEDGES** that ABRAMS & KROCHAK reserves the right to rescind and revoke this Agreement at any time if the information given to either ABRAMS & KROCHAK or Citizenship and Immigration Canada is found to be untruthful, misleading or false, or if any account rendered by ABRAMS & KROCHAK remains unpaid.

5. **THE CLIENT ACKNOWLEDGES AND AGREES** that ABRAMS & KROCHAK will file the client's Application online through the permanent residence portal.

6. **THE CLIENT AGREES** to inform ABRAMS & KROCHAK of any communication received from Citizenship and Immigration Canada; to provide ABRAMS & KROCHAK with copies of all correspondence received by the client from Citizenship and Immigration Canada and to provide ABRAMS & KROCHAK with any changes in information relating to the client or the client's case and that the client will execute forms and obtain all documents and information that may be necessary to process the client's Application(s).

7. **THE CLIENT ACKNOWLEDGES** that changes to the *Immigration and Refugee Protection Act* or *Regulations* promulgated thereunder are possible and which could have effect on the client's Immigration Application(s).

II. PAYMENT AND TERMS

1. In consideration for the above-mentioned services, the client shall pay the sum of 3,800 CAD to ABRAMS & KROCHAK in the following manner and under the following conditions:

- | | |
|---|---------|
| (a) Upon signing of this Agreement, in consideration for receiving the preliminary package materials, the client shall make an initial payment of | 950 CAD |
| (b) Upon receipt of the client's draft Application forms for ABRAMS & KROCHAK's review and subsequent computer generation, the client shall make a further payment of | 950 CAD |
| (c) Once application forms and documents have been uploaded to the permanent residence portal, prior to ABRAMS & KROCHAK submitting the application to IRCC, the client shall make a further payment of | 950 CAD |
| (d) At time of notification of necessity of interview/waiver of interview or at time of issuance of medical forms (whichever event is earlier), the client shall make a final payment of | 950 CAD |

THE CLIENT acknowledges receipt of a copy of this Agreement and by the client's signature below, the client states that the client understands and agrees to all of the terms and conditions as stipulated herein.

Dated at _____ this _____ day of _____, 20__.
(CLIENT'S TOWN/CITY) (DATE) (MONTH)



CLIENT'S SIGNATURE

Jeffrey M. Abrams on behalf of
ABRAMS & KROCHAK

SCHEDULE "A" TO AGREEMENT

ABRAMS & KROCHAK'S OFFER OF A 100% MONEY-BACK GUARANTEE TO ITS CLIENTS

ABRAMS & KROCHAK offers to refund to the client ALL of its legal fees collected to date in the event that the client is not granted Permanent Residence in Canada pursuant to the client's Application(s) for Permanent Residence. In consideration of ABRAMS & KROCHAK'S offer of a Money-Back Guarantee, the client agrees to the following:

1. ABRAMS & KROCHAK'S Money-Back Guarantee is subject to the terms and conditions of its Agreement (of which this document forms Schedule "A") and does not apply to disbursements which include but are not limited to the following:

Government Processing Fees	Right of Permanent Residence Fees
Courier Fees	Postage
Long Distance Telephone Calls	Long Distance Facsimile Transmissions
Photocopies	

1. and any other disbursements incurred by ABRAMS & KROCHAK on the client's account.
2. FURTHERMORE, ABRAMS & KROCHAK'S Money-Back Guarantee does not apply and is unenforceable in any of the following circumstances, listed below:
 - (a) If the client or a member of the client's family is determined to be medically or criminally inadmissible to Canada;
 - (b) If the client or any member of the client's family fails to submit any documents required by ABRAMS & KROCHAK and/or Citizenship and Immigration Canada when required to do so;
 - (c) If the client misrepresents his/her/their or any member of the client's family's qualifications for Citizenship and Immigration Canada criteria (including but not limited to business management and/or business ownership experience, age, education, employment history/work experience, language ability, personal finances or present net worth) to ABRAMS & KROCHAK and/or Citizenship and Immigration Canada;
 - (d) If the client submits fraudulent or false documentation to ABRAMS & KROCHAK and/or Citizenship and Immigration Canada;

- (e) If the client fails or if any member of the client's family fails to comply with any direction or request for information from ABRAMS & KROCHAK and/or Citizenship and Immigration Canada;
- (f) If Citizenship and Immigration Canada determines that the client's evidence would not reasonably be expected to lead to the client's future self-employment in Canada; and
- (g) If the application is returned by Citizenship and Immigration Canada.

3. The client must provide to ABRAMS & KROCHAK a letter from Citizenship and Immigration Canada refusing to grant the client Permanent Residence in Canada in order to obtain a refund.

4. If the client or any member of the client's family decides to discontinue his/her/their Canadian Immigration matters for whatever reason at anytime during the processing of his/her/their case by either ABRAMS & KROCHAK or Citizenship and Immigration Canada or both, ABRAMS & KROCHAK MUST be notified in writing of the client's/client's family member's decision. Upon receipt of said written notification from the client by ABRAMS & KROCHAK, ABRAMS & KROCHAK's Money-Back Guarantee will become null and void and the client will be billed at a rate of 325 CAD/hour for work performed on the client's file up until the time said notification is received by ABRAMS & KROCHAK, totaling an amount NOT TO EXCEED the total fees paid to date to ABRAMS & KROCHAK by the client. **CLIENT: PLEASE INITIAL THIS SECTION:**



By the client's signature below, the client acknowledges having read and understood the terms and conditions of this Schedule "A" and ABRAMS & KROCHAK'S Money-Back Guarantee.

Dated at _____ this _____ day of _____, 20__.
 (CLIENT'S TOWN/CITY) (DATE) (MONTH)



CLIENT'S SIGNATURE

**Jeffrey M. Abrams on behalf of
 ABRAMS & KROCHAK**

NOTE: Any questions concerning the provisions of this Agreement and/or Schedule "A" should be addressed to ABRAMS & KROCHAK before signing this Agreement and/or Schedule "A".