



GENERAL CONTRACTING AGREEMENT

THIS GENERAL CONTRACTING AGREEMENT GOVERNS THE RELATIONSHIP BETWEEN THE CLIENT AND PLAN B THROUGH CERTIFIED CONSULTANT MARÍA LAURA BERTERO, CEO OF PLAN B. THIS AGREEMENT APPLIES TO PAID OR FREE SERVICES, WHETHER RELATED TO A PROCESS OF TEMPORARY OR PERMANENT RESIDENCE, AT THE FEDERAL OR PROVINCIAL LEVEL, IN ITSELF, ANY MIGRATION SERVICE PROVIDED BY PLAN B.

BY ACCEPTING (1) PLAN B'S ORDER OF SERVICES, OR (2) THE REPRESENTATION AGREEMENT REGARDING ANY MIGRATION SERVICE OF PLAN B, (3) BY ACCESSING COURTESY, THE CLIENT AGREES TO THE TERMS OF THIS AGREEMENT.

1. BACKGROUND:

1.1 The "RCIC" and the client wish to enter into a written agreement containing the terms and conditions agreed upon under which the "RCIC" will provide its services to the client.

1.2 The "RCIC" is affiliated with the Immigration Consultants of Canada Regulatory Council (the "Council"), the regulatory body in Canada that authorizes and regulates Canadian immigration and citizenship consultants in the public interest, under registration number R508278.

1.3 The "RCIC" may represent the client in their immigration process in all provinces of Canada, except for Quebec.

2. DEFINITIONS:

The terms "Client," "Council," "Disbursement," "RCIC," and "IRCC" shall have the meanings given to such terms in the Council's Retainer Agreement Regulation.

Client: Means a person or entity to whom the certified consultant undertakes to represent for a fee or consideration regarding a proceeding, application, or application under the Immigration and Refugee Protection Act or the Canadian Citizenship Act.

Council: CICC is the Immigration Consultants of Canada Regulatory Council, authorizing and regulating Canadian immigration and citizenship consultants in the public interest.

Disbursement: The action of paying or delivering an amount of money, usually in cash and on the spot.

RCIC: Regulated Canadian Immigration Consultant.

IRCC: The acronym stands for "Immigration, Refugees and Citizenship Canada," which is the portal through which the RCIC submits the client's immigration application to Canada. IRCC facilitates the arrival of immigrants to Canada, provides protection to refugees, and offers programs to help newcomers settle in Canada.

3. RESPONSIBILITIES AND COMMITMENTS OF RCIC:

3.1 Service Provision: Upon the client's request, the RCIC will provide its technical and specialized services to execute **(1)** the Service Order contracted by the client; **(2)** the services detailed in the client Representation Agreement; **(3)** services acquired through a competition or courtesy as part of Plan B. In providing its services, Plan B will make commercially reasonable efforts to ensure effective service delivery. Contracted services will be managed for a single occasion unless the Service Order or Client Representation Agreement expressly includes free reapplication of the process or other considerations.

3.2 Data Protection: Plan B will maintain appropriate administrative, physical, and technical safeguards to protect the security, confidentiality, and integrity of client data, as described in the documentation. These safeguards will include measures designed to prevent unauthorized access or disclosure of client data (other than by the client or Plan B's team). Further details on data protection and privacy policy can be conferred on **Plan B's website**.

3.3 Plan B Personnel: The RCIC will be responsible for the performance of its personnel (including employees and contractors) and their compliance with **Plan B's** obligations under this agreement, as well as the Code of Ethics governing the profession.

3.4 Review Time: *The RCIC commits to a document review time of 7 business days from the day following the last delivery of required and validated documents by **Plan B**.*

3.5 Enabled Communication Channel: *The RCIC commits to communications between Plan B and the client occurring electronically through Google applications for audio, video, and messaging during Plan B's office hours (America/Toronto time zone - UTC-5).*

3.6 Language: *The RCIC commits to providing contracted services only in Spanish and/or English.*

4. CLIENT RESPONSIBILITIES AND COMMITMENTS:

4.1 Information Delivery: *(1) All documentation suggested by Plan B to support the client's application to IRCC - Certified or original copies (if required). (2) All documentation must be submitted to IRCC in English or French or with its official translation into English or French. (3) Valid language proficiency examination (English/French). (4) All documents necessary to demonstrate financial solvency in national or foreign banks to support the client and their family, as established by IRCC. The client also understands that IRCC may modify conditions and proof of funds values without prior notice.*

4.2 Information Transparency: *The client understands and agrees to be accurate and honest in the information provided, and any inaccuracy could invalidate this Agreement or seriously affect the application outcome or retention of any status obtained. The obligations of the RCIC under this agreement are null and void if the client deliberately provides inaccurate, confusing, erroneous, or materially false information. In this case, the client's financial obligations to **Plan B** are not extinguished.*

4.3 Communication on Notifications and Contact: *In case Immigration, Refugees and Citizenship Canada (IRCC) or Employment and Social Development Canada (HRSDC) need to contact the client directly, the client agrees to notify the RCIC immediately, and the RCIC, in turn, agrees to provide all relevant advice to advance the application process according to the contract's validity.*

4.4 Notifications about Changes: *The client agrees to inform the RCIC immediately of any changes in marital status, family status, or any change in physical address or contact information for both the client and any person included in the application.*

4.5 Financial Solvency: Depending on the type of immigration process contracted by the client, temporary or permanent residence, whether provincial or federal, the client must comply with the proof of funds required to submit their application, meeting the requirements imposed by Immigration, such as **(1)** minimum amount of funds according to immigration category; **(2)** time funds have been in the bank account (120 – 180 days); **(3)** justifications in case of extraordinary income; **(4)** liquid and available funds (savings account, checking account, policies), among other requirements that Immigration may request from the applicant. Proof of funds is always subject to change without prior notice by Immigration.

5. ACADEMIC SUPPORT WITH A MIGRATION FOCUS

*In cases where the client requires academic support and voluntarily decides that assistance should be provided by **Plan B**, this service is entirely free with a migration focus according to the client's circumstances. It will be valid for the first application and, if necessary, for the first re-application with the same student as the principal applicant in the migration process, to obtain acceptance from a Canadian College or University. The client understands that free academic counseling includes:*

- 1 appointment for the principal applicant
- 1 support appointment
- 1 appointment in case of visa denial
- Up to 10 academic options
- Access to a digital platform with information on approximately 120,000 academic programs

Plan B is not a study agency; therefore, it only offers academic programs that are eligible for applying for a Post-Graduation Work Permit (PGWP) to align with the applicant's migration strategy. In this regard, it is possible that the academic offerings may not include options of interest to the client, or alternatively, academic options that are not available for agency representation, have no available slots, among other scenarios that may not fully satisfy the client. Therefore, the aforementioned will not be a reason for canceling the current contract, nor will there be a request for a refund of the contracted services, considering that this is a free service with a migration focus.

It should be noted that the academic institute, in cases of refund requests, will proceed with the partial refund of the amounts paid only in cases of visa denial or

duly proven catastrophic illness. The above is subject to the refund policies of the institute in question.

6. PAYMENT TERMS AND CONDITIONS

6.1 Fees: *The client shall pay all fees specified in the Service Orders. Unless otherwise specified herein or in an order of service, (i) fees are based on the contracting and management of services and not on the actual use or outcome of the process, (ii) payment obligations are non-cancellable. The agreed fees are frozen for the time stated in the contract validity clause and will be billed at a flat rate with payments for completed objectives.*

6.2 Partial Approvals: *In case of partial approvals, the Client shall pay 50% of the second installment upon the first approval, and the remaining 50% upon the second approval.*

6.3 Additional Expenses: *The client understands that, for their migration process, there are additional expenses beyond Plan B's fees that should be considered, such as: (1) Government fees: <https://www.cic.gc.ca/english/information/fees/fees.asp>; (2) Registration and tuition fees for the selected College or University program (depends on the educational institution); (3) Validation of academic degrees (WES); (4) Medical checks; (5) English exams; (6) Translations; (7) Notarized documents; (8) Government fees in the client's country of residence for obtaining required documents or certificates for the process, as applicable; among others that may arise in the process according to the migration category and requirements set by Immigration.*

6.4 Taxes: *Plan B's fees do not include any tax, levy, duty, or similar governmental charges of any nature, including, for example, value-added, sales, use, or withholding taxes, leviable by any jurisdiction (collectively "Taxes"). If Plan B is legally obligated to pay or collect taxes for which the client is responsible under this section, Plan B will invoice the client, and the client will pay such amount, unless the client provides Plan B with a valid tax exemption certificate authorized by the relevant tax authority.*

6.5 Service Suspension and Payment Acceleration: *If any fee owed by the client under this or any other service agreement is 30 days or more overdue, Plan B may, without limiting its other rights and remedies, accelerate the client's payment obligations under such agreements so that all such obligations become immediately due and payable, and suspend services until such amounts are fully*

paid, provided that **Plan B** notifies the client at least 10 days in advance that their tab is overdue.

7. VALIDITY

*The services contracted with **Plan B** have a validity of 24 months from the date of their celebration for the submission of the migration application. After this period, if the client wishes to resume their migration process, they must pay an **administrative fee for contract reactivation**, as well as the difference between the price of the contracted program and the price at the current date.*

Notwithstanding the preceding, once the client's migration application has been submitted to IRCC, the client may access extensions corresponding to their application, as well as any other service included and effectively paid, regardless of the time elapsed since the services were contracted.

8. REFUND POLICY

The client agrees that, from signing this contract, the RCIC will not, under any circumstances, refund the amounts paid by the client. Furthermore, the client acknowledges that the granting of a visa or status and the time required to process this application is solely at the exclusive discretion of the Canadian government and IRCC, not the RCIC.

9. CONFIDENTIALITY

9.1 Confidential Information: *"Confidential Information" refers to all information disclosed by one party ("Disclosing Party") to the other party ("Receiving Party"), whether orally or in writing, that is designated as confidential or should reasonably be understood as confidential given the nature of the information and the circumstances of the disclosure. client's Confidential Information includes client data. Confidential Information does not include any information that (i) is or becomes public knowledge without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party before its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a third party without breach of any obligation owed to the Disclosing Party, or (iv) is independently developed by the Receiving Party.*

9.2 Protection of Confidential Information: *All information and documentation reviewed by the RCIC, required by IRCC and other government bodies, and used for the application preparation, will not be disclosed by the RCIC or the client to*

third parties without prior consent, except to agents and employees, unless required by law. The RCIC and all agents and employees of the RCIC are subject to confidentiality requirements of the Professional Code of Ethics. The client agrees to the use of electronic communication and the storage of confidential information. The RCIC will use its best efforts to maintain a high degree of security during the processing and storage of electronic communication and information.

9.3 CHANGE OF CONTRACTED SERVICE OR CONTRACT ASSIGNMENT

9.4 Terms and Conditions of Payment: *The client or "new client" agrees to pay the difference arising between the agreed price in the initial contract and the new contract, in accordance with the payment terms clause.*

9.5 Administrative Costs: *If the client needs to change their migration program, they can request it without administrative costs during the first three (3) months from the contract's celebration. After this period, the client must pay USD\$250 as an administrative cost, in addition to the amounts corresponding to the price of the new contracted program and government fees.*

9.6 Payment Abatement: *In the event of a change in the migration program, the first installment paid by the client at the contract signing can be credited to the first installment of the new contract price, provided that the process has not advanced beyond the academic part.*

10. DISPUTE RESOLUTION RELATED TO THE CODE OF PROFESSIONAL ETHICS

In case of a dispute related to this Representation Agreement, the client and the "RCIC" must make every effort to amicably resolve the issue between the parties. In case of an inability to reach an agreement, the client may submit the complaint in writing to the "RCIC," who will have 30 calendar days to provide a response. For the resolution of the problem, the provisions of the Professional Code of Ethics for Certified Migration Consultants and Lawyers in Canada will be applied.

If the dispute is not resolved, the client can follow the complaint and discipline procedure outlined by the College on its website.

Contact Information for "CICC":

Address: 1002-5500 North Service Road, Burlington, Ontario, Canada L7L 6W6

Website: https://icrc.in1touch.org/site/complaint_step1

Fax: 1-877-315-9868

11. FORCE MAJEURE

If the "RCIC" breaches any term of this Representation Agreement due to conditions beyond its control, such as, but not limited to, government restrictions or subsequent legislation, wars, strikes, natural disasters, epidemic diseases. It shall not be considered a breach of this agreement due to force majeure.

In the event of changes in Canadian migration policy, the client understands that, if it is necessary to reconsider a new migration strategy, additional costs may be incurred.

12. TERMINATION

12.1 *This agreement will be considered terminated when the tasks identified in the Client's Service Order or the Representation Agreement with **Plan B** are completed.*

12.2 *This Agreement may be terminated in writing by the client, provided that pending payments have been made. In case of non-payment by the client, the RCIC may execute the contract and terminate the service. Likewise, appropriate actions may be taken to collect the amounts owed.*

12.3 *According to the Professional Code of Ethics, this Representation Agreement may be terminated in writing by the "RCIC" if the client provides false documentation or information, if trust is lost between the parties, if the "RCIC" is required to perform illegal actions, or in case of hostile actions or abuse in the client's treatment of the firm's personnel, or if the client has not accepted or acted according to the advice of the "RCIC" regarding their migration process.*

13. JURISDICTION:

*This agreement will be governed by the laws of the Province of Ontario and the federal laws of Canada applicable thereto. Except for disputes according to the clause of **DISPUTE RESOLUTION RELATED TO THE CODE OF PROFESSIONAL ETHICS**, any dispute regarding the terms of this agreement shall be decided by a court of competent jurisdiction in the Province of Ontario.*

14. ANTI-CORRUPTION:

Neither party has received nor been offered any illegal or undue bribes, commissions, payments, gifts, or anything of value by an employee or agent of the other party in connection with this agreement. Reasonable gifts and attentions offered in the ordinary course of business do not violate the foregoing restriction.

15. MISCELLANEOUS

15.1 *This agreement constitutes the entire understanding between the parties regarding the subject matter hereof and supersedes all prior agreements, understandings, warranties, representations, negotiations, and discussions, whether oral or written, between the parties.*

15.2 *The obligations and responsibilities of the contracted service extend to the client's partner in the case of family processes.*

15.3 *The Service Order or Client Representation Agreement can only be altered or amended when such changes are made in writing and executed by the parties involved.*

15.4 *The client commits not to maliciously use social media to harm the reputation of Plan B Solution Services Corp., the RCIC, or any team member and/or their relatives. In case of non-compliance with the above, the RCIC reserves the right to initiate legal actions against the client for damages and losses.*

16. STATEMENT:

*The client declares that they have had sufficient time to review the Service Order, Representation Agreement, and this General Service Agreement. They have sought legal advice independently. If legal advice has not been sought, they declare that they understand each and every clause, obligation, and right arising from the service contracted with **Plan B**. This agreement has been presented and drafted in the Spanish language, and the lack of legal advice cannot be used in any case as an argument justifying any non-compliance on their part with the obligations created by this agreement.*

Additionally, the client acknowledges that a copy of this agreement has been delivered to them and that they understand and accept the terms and obligations stated therein.