

Suite 201E 7337 137 Street Surrey BC V3W 1A4 Tel: 778.239.7861 / 604 501 7862

www.icanhelpimmigration.com | syed.khan@icanhelpimmigration.com

CHANNEL PARTNER AGREEMENT

This Agent Agreement is made October 15, 2024, between RCIC Syed R.Khan (the RCIC), located at # 201 E 7337 137 St, Surrey BC V3W 1A4 and Agent **Israt Jahan Khan**

Israt Jahan Khan an Agent with an email address: shaikhaisrattaha@gmail.com located at 13 Endford Crescent operating in Ontario, Canada also at 5-2325 Hurontario St, Mississauga, L5A 4K4 Ontario, Work location: # 201 E 7337 137 St, Surrey BC V3W 1A4 Ph: 6479152104.

WHEREAS both the RCIC and the Agent wish to enter into a written agreement which contains the agreed upon terms and conditions upon which Agent Israt Jahan Khan will provide them services to the RCIC for their mutual benefit.

AND WHEREAS the RCIC Syed R Khan is a member of Immigration College of Immigration and Citizenship Consultants (CICC), the member of The Canadian Association of Professional Immigration Consultants (CAPIC).

IN CONSIDERATION of the mutual covenants contained in this Agreement, the parties agree as follows:

1. Expectations

The Agent Israt Jahan Khan hereby agrees to refer Clients to the RCIC Syed R Khan to provide Immigration Consulting Services and in furtherance of this, to provide marketing and/or administrative support as required.

The agent Israt Jahan Khan agrees to provide RCIC Syed R Khan with a minimum of 5 contracts per calendar month and initially this can graduate from one client to five clients within a period of 3 calendar months.

2. Definitions

The terms "Client", "Client Property" and "Client Records" shall have the meaning given to such terms in the Agents Regulation of the Council.

3. Term

This Agreement shall be in effect upon the date of this Agreement set forth above and shall continue for an initial of 2 years from the date hereof unless terminated by either party in accordance with the terms of this Agreement.

Until Isra Jahan Khan gets her RCIC license she will be working for us and once she will get the license of her own she will continue to be working with us on mutually agreed terms.

4. Agent Israt Jahan Khan' responsibilities and Commitments

The Channel Partner shall be responsible for providing the following services:

- a. Facilitating RCIC Syed R. Khan's initial communications with the potential client;
- b. Providing RCIC Syed R. Khan's with a completed preliminary questionnaire for each potential client;
- c. Advising clients on RCIC's fees and facilitating the transfer of Professional fees to I Can Help Immigration Services.



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Trust TD bank account when due. Under no circumstances, the agent will collect any monies in cash or otherwise from the clients without a Retainer Agreement from I Can Help Immigration Services.

- d. Assisting the client to collect the required documentation and information as required and instructed by RCIC Syed R. Khan.
- e. Maintaining and managing the relationships with the clients referred to RCIC.
- f. The Agent Israt Jahan Khan will provide a proof of a business card to be approved by I Can Help Immigration, she will be printing on the card it would have to demonstrate the corporate office address in Canada along with website address.

The Agent Israt Jahan Khan, under the guidance of the RCIC, agrees to conduct herself in a manner that is consistent with the CICC - College of Immigration and Citizenship Consultant, By-Law, Code of Professional Ethics, and Regulations, which are contained on the CICC website.

5. The The Agent Israt Jahan Khan must not provide the following services:

- 1. Legal consultation in any way which pertains to immigration

6. RCIC Syed R. Khan's Responsibilities and Commitments

The RCIC shall be responsible for the following:

- a. Advise Clients with respect to Canadian immigration laws, to analyze their potential to qualify under any of the Canadian Immigration programs and to advise clients on the forms and substantiating documents to support their application.
- b. To work with clients to prepare & submit their immigration case file to Citizenship & Immigration Canada (IRCC).
- c. To make representations on behalf of clients to Citizenship & Immigration Canada and any other relevant Canadian government agencies such as Canada Border Services Agency (CBSA) and Immigration Refugee Board (IRB) through co counsel having the designation of IRB.
- d. To exchange correspondence about client application(s) with Citizenship & Immigration Canada and any other relevant Canadian government agencies such as Canada Border Services Agency (CBSA) and Immigration Refugee Board (IRB).
- e. To provide regular feedback to client on the process of, and to track client's application until a final decision is made.
- f. To access client's immigration case file from time to time to verify the status of the application



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- and ascertain if there are any causes for concern.
- g. To prepare client for any interview that may be necessary in the course of an application.
 - h. To respond to changes in law that may affect client's application.
 - i. If the client's application is approved, to check the client's visa(s) and ensure that there are no errors in the documentation.
 - j. RCIC will request to the regulatory body CICC to include the Agent Israt Jahan Khan and list her as RCIC marketing agent for a fee of CAD500/- payable in advance to the CICC.
NOTE: We have checked with the Regulatory Body, this clause only applies to Channel Partner / Agents outside Canada
 - k. For purposes of initiating this channel partner agreement will receive from the Agent Israt Jahan Khan
 - l. RCIC will provide an email address as israt.jahan@icanhelpimmigration.com
 - n. RCIC will list you as an agent on their website with your Mississauga address.

The RCIC undertakes to inform the The Agent Israt Jahan Khan about the Council's By-law, Code of Professional Ethics, and Regulations.

7. Compensation and Expenses

The Agent Israt Jahan Khan will be paid commission.

The commission will be paid by means of wire transfer and according to the following schedule:

1. 40% commission is to be paid to the Agent Israt Jahan Khan after each installment payment has been made by the client and the Expenses incurred by either party will be addressed in the following manner:
2. All marketing, local offices expenses in Ontario, Canada and any other offices that the agent chooses to operate from will be the responsibility of the agent.
3. Israt Jahan Khan will pay RCIC a total of \$2000 to become an agent, the first payment already being paid as \$250 and the balance to be paid in 2 other installments by January 2025

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8. Dispute Resolution Related to the Code of Professional Ethics

In the event of a dispute related to the **Code of Professional Ethics**, the channel partner may make a complaint, in writing, to Syed R. Khan by email info@icanhelpimmigration.com or by mail at Suite # 201 E 7337 137 St Surrey BC V3W 1A4 and should allow the RCIC 15 business days to respond to/resolve the issue. In the event a resolution cannot be reached, the Agent may exercise his option to follow the complaint and discipline procedure outlined by the College of Immigration and Citizenship on their website:

<http://college-ic.ca>

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

The Channel partner agrees that he shall not disclose to anyone any confidential information with respect to the business or affairs of the RCIC, including without limitation Client Property and Client Records, except as may be necessary to perform the Agent's services under this Agreement. The Agent shall faithfully serve and use his best efforts to promote the interests of the RCIC and shall not use any information he may acquire with respect to the business and affairs of the RCIC for his own purposes or for any purposes other than those of the RCIC. These obligations of confidentiality shall survive the expiry or termination of this Agreement.

10. Termination

- i. Either party may terminate this Agreement:
 - a. For cause, upon providing written notice to the other party; or
 - b. Without cause, upon 30 days written notice to the other party.

For the purposes of Section 9.i.e, "cause" shall include, but is not limited to:

- a. One of the parties having failed to perform his duties under this Agreement in accordance with the expectations of the other party; or
- b. Either party having breached any of the terms of this Agreement.

The RCIC must terminate this Agreement upon notice to the Agent, if the RCIC has reasonable grounds to believe that the Agent has committed an act of fraud or has engaged in misconduct in circumstances which would make the Agent unsuitable to continue to discharge his duties under this Agreement.

- ii. In the event of termination of this Agreement by either party, the parties share to

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agree that for services already rendered, the Agent shall be entitled to receive payment for all outstanding amounts due, as at the date of termination.

- iii. In the event of expiry or termination of this Agreement, the Agent agrees to return to the RCIC any property, documentation or confidential information which is the property of the RCIC, including without limitation all Client Records and/or Client Property.

11. Conflict of Interest

Where a conflict of interest is identified by a party hereto either between the Agent and a Client, or the RCIC and either the Agent or a Client, such party will bring the conflict of interest to the attention of the other party hereto and a course of action to remedy the situation will be agreed upon. Failure to agree upon a course of action may result in the termination of this Agreement by either party hereto.

12. Promotions and Advertising

Pursuant to the Code of Professional Ethics, the Agent agrees not to engage in false or misleading advertising or representations and shall not misrepresent or mislead a Client as to the RCIC's qualifications, services, fees, available programs or benefits or provide false or unrealistic expectations regarding potential results, or processing times.

The Agent agrees not to use any promotional/advertising material of any kind which has not first been reviewed and approved in writing by the RCIC.

The Agent will provide the following promotional activities:

3. Advertise in local newspapers.
4. Distribute business cards.
5. Attend promotional seminars/trade shows to advertise for RCIC's services.
6. Websites, Brochures, social media platforms such as Facebook, Twitter, Instagram etc...

13. Client Records and Client Property

The Agent agrees to provide the RCIC with any Client Records and/or Client Property that may be in her possession upon receipt or creation in order that the RCIC may comply with the Client File Management Regulation of the Council.

The Client Records and/or Client Property will be delivered to the RCIC via Post, Courier, or by hand.

14. Client Fees

The Agent understands that all Client fees collected are the responsibility of the RCIC and must be handled in accordance with the Client Account Regulation of the Council.

The Agent agrees never to collect money from Clients.

All Client funds must be deposited in accordance with the Client Account Regulation of the Council.

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15. Non-Compete Clause

During the term of this Agreement and for 6 months after termination, the Agent shall not compete with the RCIC directly or indirectly in the sale or promotion of immigration services, the same as or similar to the RCIC's services.

16. Governing Law

This Agreement shall be governed by the laws in effect in the Province of British Columbia, and the federal laws of Canada applicable therein and except for disputes pursuant to Section 7 hereof, any dispute with respect to the terms of this Agreement shall be decided by a court of competent jurisdiction within the Province of British Columbia.

17. Independent Contractor

It is acknowledged by the parties hereto that the Agent is being retained by the RCIC in the capacity of independent contractor / Channel partner and not as an employee of the RCIC. The Agent and the RCIC acknowledge and agree that this Agreement does not create a partnership or joint venture between them.

18. No Assignment

The Agent's rights and duties under this Agreement may not be assigned to anyone else without the RCIC's prior written approval. Any assignment without approval is voidable by RCIC.

19. Indemnification

The Agent shall indemnify, defend and hold harmless RCIC from any claims, losses, legal fees, damages, liabilities, costs, expenses or suits for injury to any person, damage to or loss of property, or any other claim arising out of or resulting from any act or omission of the Agent. In no event, however, shall the Agent be responsible for the sole negligence of RCIC.

20. Miscellaneous

- i. 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.
- ii. This Agreement shall be binding upon the parties hereto and their respective heirs, administrators, successors and permitted assigns.
- iii. This Agreement may only be altered or amended when such changes are made in writing and executed by the parties hereto.
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



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shall be severed from this Agreement, and the remaining provisions shall remain in full force and effect.

- iv. 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.
- v. 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.
- vi. The Agent acknowledges that she has had sufficient time to review this Agreement and has been given an opportunity to obtain independent legal advice prior to the execution and delivery of this Agreement. In the event the Agent did not seek independent legal advice prior to signing this Agreement, 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.

Contact Information AGENT

Given Name: Israt Jahan Khan

Email Address: shaikhaisrattaha@gmail.com

RCIC:

Given Name: Syed Riazuddin Khan

Business Address: #201 E – 7337 137 St Surrey BC V3W1A4

Telephone Number: 778-239-7861

Email : info@icanhelpimmigration.com



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22. Notices

All Notices, requests, demands or other communications (collectively, "Notices") which by the terms hereof are required or permitted to be given by one party to the other party, or to any other person shall be given in writing by personal delivery or by registered mail, postage prepaid or by facsimile or other means of recorded electronic transmission or communication to such other party as set forth in Section 20 hereof or at such other address as may be given by such person to the other party hereto in writing from time to

time. All such Notices shall be deemed to have been received when delivered or transmitted, or if mailed, 48 hours following the date of mailing.

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

Signature of Agent Israt Jahan Khan

A handwritten signature in black ink, appearing to read "Syed R. Khan", is written over a horizontal line.

Signature of RCIC Syed R. Khan)

Signature of Witness