

P.F. COLLINS CUSTOMS BROKER LIMITED ("PF COLLINS")

IMMIGRATION SERVICES STANDARD TERMS AND CONDITIONS – QF192

Adopted January 1, 2024

1. **AGREEMENT:** The [Purchase Order] (the "**Purchase Order**"), the following terms and conditions ("**Terms and Conditions**") and any specification referred to in the Purchase Order (the "**Specifications**") constitute the entire agreement ("**Agreement**") between PF Collins and the Customer ("**Customer**") described in the Purchase Order for the supply of the Services described in the Purchase Order and Specifications (the "**Services**"). Amendments or revisions to the Agreement may only be made by an authorized representative of PF Collins. No amendment shall be binding unless agreed in writing and incorporated by reference into the Agreement. This Agreement may not be assigned by the Customer.

2. **SERVICES AND LIMITED-SERVICE WARRANTY:** This is a services engagement. PF Collins warrants that (i) the Services will be provided through a regulated Canadian immigration consultant registered with the Immigration Consultants of Canada Regulatory Council, (ii) in the discharge of its duties, PF Collins will recommend options for securing required immigration approvals which are reasonable in the circumstances, and (iii) PF Collins will perform the Services in good faith in a competent and workmanlike manner in accordance with applicable industry standards and will exercise reasonable care in the discharge of its duties. PF COLLINS DISCLAIMS ALL OTHER WARRANTIES AND MAKES NO OTHER WARRANTIES OR REPRESENTATION AND THE CUSTOMER AGREES THAT NO OTHER REPRESENTATIONS OR WARRANTIES (WHETHER WRITTEN, ORAL, EXPRESS, IMPLIED OR STATUTORY) WILL BE READ INTO THE AGREEMENT.

3. **CUSTOMER RESPONSIBILITIES, ACKNOWLEDGEMENTS AND COVENANTS:** The Customer acknowledges and agrees that:

- (a) if the Customer is engaging PF Collins for Services to be provided with respect to any individual applicant(s) other than the Customer, including, without limitation, individuals who are the employees, contractors, or agents of the Customer (such persons, the "**Individual Applicants**"), then
 - i. PF Collins is not acting for the Individual Applicants and has been engaged only by the Customer, and
 - ii. the Customer warrants that it will comply with all laws applicable to the collection, use or disclosure of personal information of such Individual Applicants and, without limiting the generality of the foregoing, has obtained the consent of each Individual Applicant (i) to disclose the Individual Applicants' personal information to PF Collins, (ii) to allow PF Collins to disclose the Individual Applicants' personal information to the Canadian government authorities, foreign government authorities, public health authorities, educational and certification authorities, police and/or other administration of justice officials and document translation services in connection with the Services, and (iii) to allow PF Collins to disclose all information which comes into PF Collins' possession regarding the Individual Applicants to the Customer;
- (b) The Customer consents to the use and disclosure of the Customers' information to the Canadian government authorities, foreign government authorities, public health authorities, educational and certification authorities, police and/or other

administration of justice officials and document translation services in connection with the Services.

- (c) The Customer must (i) be honest and forthright with information regarding the Customer and/or Individuals Applicants' application, (ii) provide PF Collins with any updates or changes to the previously provided information regarding the Customer and/or Individual Applicants, and (iii) advise PF Collins of any correspondence received directly from the Canadian government in a timely fashion.
 - (d) PF Collins will use and rely on the information provided by the Customer in the provision of the Services and PF Collins will not independently verify or assume responsibility for the accuracy or completeness of such information. Incomplete or inaccurate data, material and other information could have a material impact on the Services and the results thereof.
 - (e) The Services to be provided are based on Canadian immigration legislation and publicly available policy in force at the time of submission of an application and PF Collins is not responsible for any result or delay arising from subsequent changes to such legislation and policy.
 - (f) PF Collins does not employ or engage lawyers in the provision of the Services and will not provide legal advisory services. The Customer is responsible for confirming its course of action with its own lawyer.
 - (g) All applications are at the sole discretion of the applicable Canadian governmental authority and PF Collins is not responsible for applications that are rejected and cannot guarantee the outcome of any immigration application.
 - (h) PF Collins may provide estimates of application processing times based on recent historical trends and current information; however, all processing times are at the sole discretion of the applicable Canadian governmental authority and are subject to change at any time without notice; and
 - (i) if it has reasonable grounds for departing from any of the Customer's instructions, PF Collins can do so without prior authorization from the Customer but must act with due regard to the interests of the Customer, and as soon as possible, inform the Customer of its actions and any additional charges resulting therefrom.
4. **TERM:** The Agreement shall come into force upon the commencement of the Services by PF Collins. Subject to earlier termination as set out in section 10, the Agreement shall continue in force until (a) all Services have been completed, and (b) all Charges (defined below) and Disbursements (defined below) have been paid in full, at which point the Agreement will terminate automatically.
5. **CHARGES:** PF Collins shall charge (i) any amount of fees specified in the Purchase Order (including, where a time-based rate is specified, amounts calculated by multiplying the standard time-based charging rates by the time spent by P.F. Collins' personnel performing the services) and (ii) any such additional amounts as may be agreed by the parties from time to time (collectively, the "**Charges**"). The Customer shall reimburse PF Collins for any costs or disbursements incurred by PF Collins in performing the Services, including without limitation, government fees, medical and police checks, and translation of documents (collectively, the "**Disbursements**"). The Charges shall, unless otherwise indicated in writing, be exclusive of HST and all taxes, surcharges, and duties payable in relation to the Services, which will be added to those amounts and payable by the Customer.

6. PAYMENT: PF Collins shall issue invoices for the Charges and Disbursements to the Customer [from time to time during the term of the Agreement]. All such invoices shall be payable upon receipt. Interest on all late payments shall be paid at the rate set by PF Collins, as amended from time to time, upon which interest shall be charged commencing [30] days after the invoice date. Without limiting its rights or remedies, PF Collins shall have the right to halt or terminate entirely the Service until payment is received on past due invoices.

7. INDEMNIFICATION: The Customer agrees to indemnify and save harmless PF Collins and its successors and assigns and their shareholders, directors, officers, managers, employees, subcontractors and agents from and against any and all damages, losses, expenses, costs, penalties, fines, causes of action, claims at law or at equity and liabilities of every kind and nature including without limitation legal fees on a solicitor and client basis (collectively, “**Claims**”), howsoever caused, arising out of:

- (a) the Customer’s breach of the Agreement.
- (b) the provision of the Services by PF Collins, except if such Claims arise out of the gross negligence or willful misconduct of PF Collins.
- (c) third party claims or claims by Individual Applicants which result from inaccuracies, mistakes or omissions in the information and documentation provided by the Customer to PF Collins.
- (d) third party claims or claims by Individual Applicants which result from a failure of the Customer to comply with any laws applicable to the Customer and/or the Individual Applicants, including, without limitation, any privacy laws related to the collection, use and disclosure of personal information; and
- (e) any other acts or omissions of the Customer, its officers, servants, agents, employees, subcontractors, licensees, or guests, in respect of which a Claim is made by against PF Collins.

This section 7 shall survive the termination of the Agreement.

8. LIMITATION AND EXCLUSIONS OF LIABILITY: The Customer hereby agrees that:

- (a) The total aggregate liability of PF Collins with respect to any Claims arising under the Agreement whether based in contract, indemnity, tort (including negligence and strict liability) or any other basis shall not exceed the [Charges] paid by the Customer under the Agreement, regardless of the negligence or conduct of PF Collins.
- (b) PF Collins shall not, in any event, be liable for any claim of any type whatsoever with respect to the Services unless such claim is presented in writing within a reasonable time, not exceeding 30 days after the date the Customer learns of, or, in the exercise of reasonable care, should have learned of the claim: and
- (c) PF Collins shall not be liable for any loss of profit or special, indirect, or consequential damages of any kind, even if PF Collins is advised of the possibility of such losses in advance and regardless of the negligence or conduct of PF Collins.

This section 8 shall survive the termination of the Agreement.

9. PRECEDENCE: In the event of conflict or inconsistency within this Agreement, precedence shall be accorded to the Purchase Order, the Terms and Conditions and the Specifications in descending order.

10. TERMINATION: [Either party may terminate the Agreement for any reason by giving the other party at least 30 days written notice of termination.] In addition, PF Collins may terminate this Agreement immediately if the Customer is (a) in breach of any of the provisions of this Agreement; or (b) becomes insolvent or makes an assignment for the benefit of creditors, or if there shall be instituted by or against the Customer any proceeding under any bankruptcy, reorganization, arrangement, readjustment of debt or insolvency law of any jurisdiction or for the appointment of a receiver or trustee in respect to any of Customer’s property. In the event of early termination in accordance herewith, the Customer shall be responsible for payments of all Charges and Disbursements accruing up to the date of termination.

11. WAIVER: The failure of PF Collins to insist upon strict performance of any of the terms of this Agreement or to exercise any rights hereunder shall not be construed as a waiver of PF Collins rights.

12. SEVERANCE: Each of the clauses of these Terms and Conditions is and shall be deemed to be separate and severable and if any provision or part of these Terms and Conditions is held for any reason to be unenforceable, the remainder of these Terms and Conditions shall remain in full force and effect.

13. SET OFF AND COUNTERCLAIM: The Customer shall pay to PF Collins in cash, or as otherwise agreed, all sums immediately when due without reduction or deferment on account of any claim, counterclaim or set off.

14. FORCE MAJEURE: Neither the Customer nor PF Collins shall be responsible or liable for its failure to perform the terms and conditions of the Agreement if such failure is caused by events or circumstances beyond the control of PF Collins, including without limitation acts of God, fire, catastrophe, weather conditions, strikes, lockouts, labor shortages, war, riots, acts of government with lawful jurisdiction over PF Collins in either its sovereign or contractual capacity, and other events amounting to force majeure.

15. LAWS OF THE AGREEMENT: This Agreement shall be construed under and governed by the laws of the Province of Newfoundland and Labrador and the federal laws of Canada applicable therein.

16. ATTORNMEN TO JURISDICTION: The Customer hereby irrevocably attorns to the jurisdiction of the Courts of Newfoundland and Labrador and the federal laws of Canada applicable therein.

17. BINDING NATURE OF AGREEMENT: The Agreement has been tendered to the Customer and acceptance of the Services by the Customer, or its representatives, shall constitute the Customer’s acceptance of all terms and conditions of this Agreement and shall conclusively evidence that this Agreement is in full force and effect.