

AUKSUN CONSULTANTS

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CLIENT RETAINER AGREEMENT-MY 2nd HOME IN ITALY (M2HI)



Dear Client

Thanks for providing us your details for assessment for settlement in Italy.

You will be happy to note that we have initially accepted your case for settlement in Italy based on the information you provided.

We would inquire more information about your profile subsequently. Your case should be processed highlighting your portfolio and expertise. It would also highlight your expertise in relevant areas.

If you agree to acquire our services, we will prepare your case in meeting the qualifying criteria. Your case will be drafted in our office and filed from your country of citizenship or residence.

At AukSun, we process all your documentation for submission for your settlement/visitation options in Italy, provide guidance and information to you on interview procedure, property purchase, accommodation, business opportunities in your selected province and other related areas.

We ensure 100% confidentiality to our clientele, while processing their cases. Our consultancy terms and fees are detailed in our CLIENT RETAINER AGREEMENT-MY 2nd HOME ITALY (M2HI).

If in agreement, you are requested to please fill and sign the attached papers and send them back to us.

Regards,

AukSun Consultants

Italy welcomes those who qualify their laid down lawful and customary practices in various provinces.

AukSunConsultants Ltd.

M2HI Program
immigrate.auksunlms.com
info@auksun.com

Member: ICCRC
Immigration
Consultants of Canada
Regulatory Council
R413215

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+92 300 285 7861

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RETAINER AGREEMENT – AukSun Consultants

Dated:

Client File Number: **AukSun-IA 001-0000**

This Retainer Agreement is made on date:

between

AukSun Consultants, (the “AukSun”, “WE/Us/Our” www.auksun.com,
<https://immigrate.auksunlms.com/>)

and

Client name Client (the “Client”,
“You”, “Your”),

Email: _____

Address:

WHEREAS the AUKSUN and the Client wish to enter into a written agreement which contains the agreed upon terms and conditions upon which the AUKSUN will provide services to the Client.

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

1. Date

The agreement comes into effect on the date it is signed.

2. AUKSUN Responsibilities and Commitments

The Client asked the AUKSUN, and the AUKSUN has agreed, to act for the Client in the matter of erms specified below. In the event additional services are required, a separate Retainer Agreement shall be completed pursuant to section 8 of the Retainer Agreement Regulation.

Please refer to our terms and conditions below at the outset to undertake the scope of your instructions and confirm the basis upon which the AUKSUN agrees to carry out and charge for this work in consideration of the fees paid and the matter stated above.

- a. Facilitate visa processing
- b. Assist property purchase
- c. Provide immigration guidance
- d. Ensure clear and concise understanding of the processes and procedures.

- e. The assessment of your credentials according to the applicable rules, regulations and law and FEDERAL/PROVINCIAL policies.
- f. The preparation and presentation of your legal application accompanied by such information or materials to Provincial and Federal Lawful Authorities as AukSun Consultants consider appropriate.
- g. The provision of written, video and personal counseling information to prepare you for the personal interview with the Lawful authorities where required, as well as all such other matter as AukSun Consultants consider necessary to properly process the Client's lawful application.
- h. Facilitation / participation in preparation of your Settlement, Work and Business plan to be presented before the selection offices.
- i. The provision of other material and information such as emails, newsletter, books, brochures, videos, Business related counseling, education, accommodation etc. that AukSun Consultants consider appropriate for your settlement process.
- j. Advise on the required documents, forms, formalities, according to the applicable Law, Act, or Regulation or the applicable FEDERAL/PROVINCIAL policies.
- k. Processing and filling of your credentials according to the applicable Regulation and the applicable FEDERAL/PROVINCIAL policies.
- l. Process all your documentation for submission to Legal Authorities
- m. Provide guidance and information to you on interview procedure, travel plans, accommodation, business opportunities in your selected province and other related areas.
- n. Information on Legalities required to be fulfilled before and after landing in Italy: Registration, Social Insurance and Medical etc.
- o. Step-by-step guidance in settlement process, banking, education and schooling, traveling
- p. Settlement information, accommodation search in safe, comfortable and financially viable areas according to your needs, pocket, and desired contractual obligations
- q. Guidance on buying vehicles and driving training & licensing, insurance, registration and safety/emission requirements
- r. Assistance in buying computer, convenience shopping etc.
- s. Legal status while traveling abroad (U.S., Europe, Asia etc.), after arrival in Italy
- t. Counseling in career search, job search through private & public online data banks in Italy
- u. Coaching for job interviews,
- v. Other:
- w. Other:
- x. Other:
- y. Other:

*(Additional pages attached, if necessary).

You authorize us (AukSun Consultants) to take such steps and actions may be considered appropriate to facilitate your legal status and presence.

3. Client Responsibilities and Commitments

Our preferred method of correspondence will be through online programs:

<https://immigrate.auksunlms.com/italy> , shared folder online, WhatsApp and emailing. You may however also use phone, or in-person. The client's financial obligations under this agreement will remain unaltered under such circumstance unless a new application is filed separately from this agreement and not covered in the scope of this agreement.

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

- All necessary documentation
- All documentation in English or Italian, or with an English or Italian translation

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 AUKSUN'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, an Italian Authority or Office should contact the Client directly, the Client is instructed to notify the AUKSUN immediately.

3.4 The Client is to immediately advise the AUKSUN of any change in the marital, family, or civil 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 the AUKSUN may share information among all clients, as required. Furthermore, if a conflict develops that cannot be resolved, the AUKSUN cannot continue to act for both or all of the Clients and may have to withdraw completely.

3.6 Storage of Documents and Papers. When we complete the work concerned we shall, if requested, return to you all documents and other material loaned by you to us for the purpose of that work.

Our working materials, all correspondence between you and us and other materials generated by us in that work will remain our property. We will store our work electronically and will retain these materials, normally for a minimum of 07 years, after which we may delete them without reference to you.

4. Billing method

You will be billed with flat fee payment. Our fee is non-refundable and charged as agreed through this contract and as displayed through our website. (Under exceptional circumstances can one request paying us in three equal Installments).

5. Professional Fees

As a policy we do not hold Client money in any form of Client account, escrow account or Trust account etc. All applicable Application related fees etc., are to be borne by the Client/s.

5.1 Payment, Disbursements Terms and Conditions, Schedule stages:

Stage I) 1st Installment, upon initiating your case as displayed through our website
(<https://immigrate.auksunlms.com/payments>)

Stage II) 2nd Installment, upon Visa or Property deposit/selection (whichever is earlier)

Stage III) 3rd Installment, upon Transfer of Ownership.

The aforementioned stages are detailed as under;

Stage I: Initiating your case:

- Explanation of entire process
- Property search and selection and/or
- Visa formalities.

Stage II: Developing your case:

- Property identification, initial deposit and/or
- Preparation of Portfolio and ready for dispatch of your Visa file
- Preparation of Client for Travel, Interview preparation.

Stage III: Finalizing your case:

- Transfer of Ownership
- Completion of formalities
- Assistance in Business settlement planning and preparation

5.2 Applicable Taxes to be paid by the client. The agreed fee is to be paid by the Client and is subject to change upon mutual agreement of both parties. All fees are non-refundable, and are charged at the start of each stage. If your agreement is annulled upon mutual consent or non-acceptance in the Stage I, the remaining stages of the Agreement will not be executed and hence not billed /charged to you. You shall instruct us to commence further process of your case, and make subsequent fee payments upon each stage.

Fee payment by post-dated cheques is discouraged.

5.3. Billing

Our invoices/bills contain a brief description of the work performed during each billable period but not a detailed narrative. If you require such a narrative or need any additional explanation, please let us know and we will be happy to provide it to you.

5.4 Our Banking Information:

You may deposit our agreed Consulting service fee in any of the designated bank accounts in our agreement.

(<https://immigrate.auksunlms.com/payments>)

6. Termination of our instructions

We expect to continue to act for you until we finish the work concerned. Either you or we may bring instructions to an end at any time by informing the other. We will not do this without good reason. Examples include the creation of a conflict of interest, your requiring us to break rules of professional conduct, our determining that the relationship of trust and confidence does not exist between us, your failure to give us adequate instructions or paperwork and your failure to pay any amount due to us or provide monies on account of costs.

If either us terminates instructions, you must pay all fees due till each stage (shown above) and disbursements before termination, plus any further fees and disbursements for work necessary to transfer our files to you or another adviser of your choice.

7. Refund Policy

The Client acknowledges that the granting of a visa or purchase of property etc and the time required for processing this application is at the sole discretion of the government and not the AUKSUN.

Furthermore, the Client acknowledges that AukSun fees are not refundable in any event of an application refusal or if the client withdraws from any process once initiated at the AukSun's end .

8. Dispute Resolution Related to the Code of Professional Ethics

In the event there is a misunderstanding or a dispute is required to be addressed between the two parties, the client(s) are to present the complaint in writing to the AUKSUN and allow the AUKSUN 120 days to respond to the Client(s).

NOTE: All dispute resolution forms must be signed.

9. Confidentiality

All information and documentation reviewed by the us, required by Legal Authorities 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 AUKSUN, and all agents and employees of the AUKSUN, are also bound by the confidentiality requirement.

You/Client agree to the use of electronic communication and storage of confidential information. We/AUKSUN will use our best efforts to maintain a high degree of security for electronic communication and information storage.

10. Force Majeure

The AUKSUN's failure to perform any term of this Retainer Agreement, as a result of conditions beyond our 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

The Client acknowledges that if the AUKSUN 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 application 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 Agreement between you and us is considered terminated upon completion of tasks identified under section 2 of this agreement.

13.2 The Agreement between you and us 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.

13.3 The Agreement between you and us may be terminated, upon writing, by the Client(s), at which time any outstanding fees or disbursements for which the assigned work has not been carried out, will be refunded by the AUKSUN to the Client(s) / any outstanding fees or disbursements for which the assigned work has been initiated or carried out will be remitted by the Client(s) to us/AUKSUN.

13.4 Pursuant to Article 14 of the Code of Professional Ethics, this Agreement may be terminated, upon writing, by the AUKSUN, provided withdrawal does not cause prejudice to the Client(s).

13.5 The Agreement between you and us will be subject to the laws in effect in the Country it is signed.

14. Governing Law

This Agreement shall be governed by the laws in effect in the Province/Territory of _____, and the federal laws of Italy 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/Territory of _____.

15. Miscellaneous

15.1 The Client expressly authorizes the AUKSUN to act on his/her behalf to the extent of the specific functions which the AUKSUN 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.

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 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.

15.7 Furthermore, the Client acknowledges that he/she has received a copy of this Agreement and agrees to be bound by its terms.

15.8 We/AukSun can facilitate but does not take responsibility for any third party facilitation (including Corporate/Tax, Evaluation/Property or Net-worth Assessment consultants etc.)

16. Validation

You/Client(s) acknowledge that they have read the Terms and Agreement, understand it, have obtained such independent legal advice as they deem appropriate, have sought translation and agree to be bound by its terms.

We are confident that we will be able to provide you with an efficient and effective service in this matter. However, should there be any aspect of our service with which you are unhappy for any reason please let us know immediately.

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

Signature of Client

Signature of AUKSUN

Name and Signature of Client
Client

Name and Signature of Witness