

Mandamus Application

Service Agreement

Party A: _____

Party B: Brand New Consulting International Group Ltd.

This Service Agreement is entered into on (Date) _____ by and between:

Party A: ____ ("Client"), residing at [Address], and **Party B:** Brand New Consulting International Group Ltd., with its registered address at FLAT/RM XXXX, XX/F, XXXX BUILDING, XXX XXXX ROAD, HONG KONG.

Whereas both parties wish to enter into a written agreement containing the agreed terms and conditions under which Party B will provide services to the Client, and in consideration of the mutual covenants contained herein, the parties agree as follows:

1. Amendment Policy

The Client acknowledges that this Agreement may be modified if Party B is required to handle matters on behalf of the Client that fall outside the scope of this Agreement, or due to significant changes in the Client's circumstances, undisclosed material facts at the time of application initiation, or changes in the policies of Canadian institutions regarding admission applications.

Any amendments or revisions to this Agreement must be made in writing and agreed upon by both parties. All changes and/or edits must be initialed and dated by both parties. Any material changes to this Agreement may require the execution of a new service agreement by both parties.

2. Responsibilities and Commitments of Party B

The Client engages Party B, and Party B agrees, to provide consulting services for the submission of a judicial review application for a mandamus order to the Federal Court of Canada.

In consideration of the fees paid and the matters outlined above, Party B agrees to perform the following, as applicable:

- a) Provide advices to the Client regarding the procedures related to the mandamus application;
- b) Assess and review the Client's background and qualifications based on the

information provided;

- c) Assist the Client in gathering relevant supporting documents;
- d) Assist the Client to submit and withdraw the mandamus application to the Federal Court of Canada on behalf of the Client;
- e) Assist the Client to submit the Client's application materials to the Federal Court of Canada and verify their receipt.

For clarity, Party B's services do not include the following functions:

- f) Any procedural actions (including but not limited to the preparation of the application record and memorandum of argument) after the leave application is accepted by the court and the litigation fees are paid, except for the withdrawal of the application.

Party B shall provide the Client with a final signed copy of this Service Agreement.

3. Responsibilities and Commitments of the Client

3.1 The Client must provide all necessary information and documents as requested by Party B.

3.2 The Client understands that they must provide accurate and truthful information. Any misrepresentation or omission may invalidate this Agreement or significantly affect the progress of the application. If the Client intentionally provides inaccurate, misleading, or false information, Party B's obligations under this Service Agreement shall be null and void, while the Client's obligations shall remain in effect.

4. Billing Method

4.1 The Client shall be billed on a fixed-fee basis.

The details of this billing method are as follows: CAD 2,000.

4.2 Any additional services will be charged separately under this Agreement and must be agreed upon by both parties.

5. Payment Terms and Conditions

Professional Fees: CAD 1,200

Third-Party Fees: Litigation application fee (CAD 50 excluded)

6. Payment Schedule

Deposit CAD 2,000, payable upon signing this Agreement.

7. Confidentiality

7.1 Party B shall not disclose any information or documents received for the preparation of the application to any third party other than agents and employees of the Federal Court of Canada, except as required by law.

7.2 The Client shall not disclose any information or documents provided by Party B, or any matters contained in this Agreement, to any third party without prior consent from Party B.

8. Force Majeure

8.1 Party B shall not be deemed in breach of this Agreement if it fails to fulfill any terms due to circumstances beyond its control, such as government restrictions, subsequent legislation, war, strikes, or natural disasters.

8.2 In the event of such force majeure, if the Agreement cannot be continued, the Agreement shall be deemed terminated.

9. Termination

9.1 This Agreement shall be deemed terminated upon completion of the tasks specified in Section 2.

9.2 If significant changes in the Client's application or qualifications render the services under Section 2 impossible to continue, the Agreement shall be deemed terminated.

9.3 If Party B exhausts all possible means to contact the Client and receives no response for three months, the Agreement shall be deemed terminated.

9.4 If Party B fails to submit Mandamus application by the end of the period of three months from signing and payment due to Party A's reasons, the Agreement shall be deemed terminated.

10. Refund Terms

10.1 If Party B terminates the Agreement after Party A has made the payment, Party B shall refund the full amount of the professional fees. Any processing fees incurred shall be borne by Party B.

10.2 If Party A terminates the Agreement before Party B submits Mandamus application within three months from signing and payment, 50% of the professional fees shall be refunded. Any processing fees incurred shall be borne by Party A.

10.3 If the Agreement is terminated due to reasons specified in Section 9, all

payments shall be non-refundable.

11. Governing Law

This Agreement shall be governed by the laws of Hong Kong. Any disputes related to the terms of this Agreement shall be resolved by the competent courts of Hong Kong.

12. Miscellaneous

12.1 This Agreement constitutes the entire agreement between the parties regarding its subject matter and supersedes all prior oral or written agreements, understandings, warranties, representations, negotiations, and discussions, unless otherwise expressly stated herein.

12.2 This Agreement shall be binding upon the parties and their respective heirs, administrators, successors, and permitted assigns.

12.3 The litigation application fee listed in this Agreement shall be refunded after the submission of the mandamus application if the Client opts for coaching services.

12.4 This Agreement may only be amended or revised in writing and agreed upon by both parties. All changes and/or edits must be initialed and dated. Any material changes may require the execution of a new service agreement.

12.5 The Client may designate a representative to act on their behalf in dealings with Party B after signing this Agreement.

12.6 The provisions of this Agreement shall be deemed severable. If any term is found invalid by a court of competent jurisdiction, it shall be severed, and the remaining terms shall remain in full force.

12.7 The headings in this Agreement are for convenience only and shall not be interpreted as supplementing or limiting the covenants and agreements contained herein.

12.8 The parties shall execute all necessary or reasonable actions, deeds, documents, and assurances to fully and effectively achieve the intent and purpose of this Agreement.

12.9 The parties confirm that they have had sufficient time to review this Agreement and the opportunity to seek independent legal advice before execution. If any party chooses not to seek independent legal advice, they do so voluntarily and without undue pressure, and the failure to obtain such advice shall not be used as a defense against fulfilling obligations under this Agreement.

12.10 The Client acknowledges receipt of a copy of this Agreement and agrees to be bound by its terms.

12.11 Electronic signatures shall be recognized and deemed sufficient for mutual consent if the Client is not present to sign the Agreement.

12.12 In the event of a potential or actual conflict of interest, if the Client does not provide written consent to proceed after full disclosure by Party B, the Agreement shall be deemed terminated.

13. Contact Information

Party A (Client):

Name: _____

Phone Number: _____

Address: _____

Email: _____

Party B:

Company: Brand New Consulting International Group Ltd.

Address: FLAT/RM XXXX, XX/F, XXXX BUILDING, XXX XXXX ROAD, HONG KONG

Whatsapp: <https://wa.me/85265706983>

Email: info@visahelper.co

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

Signature of Party A _____

Signature of Party B _____