



CONTRACT FOR FULLY FUNDED PhD ADMISSION COUNSELLING AND APPLICATION SUPPORT SERVICES

This Agreement is entered into between:

Mr. Ali Zahedi Amiri, a Canadian citizen and representative of KKProfs/NorthNest Co. [BIN: 1001084852], hereinafter referred to as the “Counsellor”;

and

Mr. Mahdi Jalali, born on October 18, 1998, holder of an Iranian passport, hereinafter referred to as the “Applicant.”

The Counsellor and the Applicant are collectively referred to as the “Parties.”

This Agreement shall be governed by and interpreted in accordance with the laws of the Province of Ontario and the applicable federal laws of Canada.

Any dispute arising from this Agreement shall first be addressed through good-faith negotiation between the Parties. If the dispute cannot be resolved, either Party may pursue mediation, arbitration by mutual agreement, or any remedy available before a court of competent jurisdiction in Ontario.

Nothing in this Agreement shall prevent either Party from exercising any legal right that cannot lawfully be waived under applicable legislation.

ARTICLE ONE: SUBJECT AND SCOPE OF THE AGREEMENT

The purpose of this Agreement is to provide counselling, academic-positioning, supervisor-contact, interview-preparation, and university-application support exclusively for obtaining admission to a:

Fully Funded Doctor of Philosophy Program

The services under this Agreement are limited exclusively to PhD programs.

The Counsellor is not retained to identify, pursue, or submit applications for:

- Master’s programs;
- Graduate diplomas;
- Postgraduate certificates;
- Undergraduate programs;
- Self-funded PhD programs; or
- PhD programs without an adequate funding package.

The primary countries of focus under this Agreement are:

- Canada;
- Australia;
- New Zealand;
- Belgium; and
- The Netherlands.

Programs and prospective supervisors shall be selected based on the Applicant’s academic background, research interests, qualifications, language abilities, and overall competitiveness.



Relevant academic areas may include, without limitation:

- Language Sciences;
- Applied Linguistics;
- Linguistics;
- Language and Literacy Education;
- Second-Language Acquisition;
- English-Language Education;
- Educational Technology;
- Artificial Intelligence and Language;
- Digital Literacies;
- Communication and Media Studies;
- Discourse Analysis;
- Multimodal Communication; and
- Other closely related disciplines compatible with the Applicant's academic and professional background.

ARTICLE TWO: DEFINITION OF FULLY FUNDED ADMISSION

For the purposes of this Agreement, a "Fully Funded PhD Admission" means a written admission offer or official funding confirmation under which the university, department, prospective supervisor, funding agency, scholarship provider, or a combination of these sources offers sufficient financial support for the PhD program.

The funding may consist of one or more of the following:

- Scholarship;
- Fellowship;
- Studentship;
- Stipend;
- Tuition waiver;
- Tuition scholarship;
- Research assistantship;
- Teaching assistantship;
- Supervisor funding;
- Departmental funding;
- Graduate award;
- Bursary;
- Grant-supported funding; or
- Another formally documented university-approved funding arrangement.

A PhD offer shall not be considered fully funded merely because the university states that students may apply for scholarships or may later become eligible for funding.

The funding must be confirmed in writing and must reasonably address tuition fees and/or living expenses according to the normal funding model of the university and country concerned.

The Applicant acknowledges that funding structures differ among Canada, Australia, New Zealand, Belgium, and the Netherlands.

Some European PhD positions may be structured as salaried employment rather than conventional university admission accompanied by a scholarship.



A salaried PhD position in Belgium or the Netherlands shall therefore qualify as a Fully Funded PhD Admission under this Agreement.

ARTICLE THREE: SERVICES PROVIDED BY THE COUNSELLOR

During the validity period of this Agreement, the Counsellor shall provide services that may include:

- Evaluating the Applicant's academic and professional profile;
 - Identifying suitable PhD programs, research groups, departments, institutions, and prospective supervisors;
 - Developing an application strategy for the countries covered by this Agreement;
 - Recommending appropriate research directions based on the Applicant's background;
 - Reviewing, restructuring, editing, or improving the Applicant's academic CV;
 - Reviewing, editing, or assisting with the preparation of statements of purpose, letters of motivation, research-interest statements, personal statements, and related academic documents;
 - Assisting with the preparation or refinement of research proposals, concept notes, supervisor-contact proposals, or short research summaries when reasonably required;
 - Preparing or revising personalized introductory emails to prospective PhD supervisors;
 - Contacting or assisting the Applicant in contacting suitable prospective supervisors;
 - Following up with prospective supervisors when appropriate;
 - Advising the Applicant regarding communication with supervisors, departments, and graduate schools;
 - Preparing the Applicant for interviews with prospective supervisors or admission committees;
 - Conducting interview coaching or mock-interview sessions when reasonably required;
 - Reviewing requested application documents before submission;
 - Assisting with the completion and submission of suitable PhD applications;
 - Assisting with responses to reasonable application-related requests from universities or prospective supervisors;
- and
- Continuing to identify and pursue additional appropriate opportunities until the expiration date of this Agreement, subject to the Applicant's cooperation and the availability of suitable opportunities.

The Counsellor may recommend against an application where the program is unsuitable, insufficiently funded, outside the agreed scope, incompatible with the Applicant's qualifications, or unlikely to justify the required application cost and effort.

ARTICLE FOUR: DURATION OF THE AGREEMENT

This Agreement shall remain valid for exactly:

Twelve months from the date on which it is signed by both Parties.

The commencement date shall be the date of the last signature placed on this Agreement.

The Agreement shall expire automatically at the end of the twelve-month period unless the Parties agree in writing to extend or replace it.

Continuation After Obtaining a Funded Admission

Obtaining the Applicant's first Fully Funded PhD Admission shall not terminate this Agreement.

Even after the Applicant obtains one Fully Funded PhD Admission, the Counsellor shall continue providing the services described in this Agreement until the original twelve-month expiration date.

During the remaining period, the Counsellor may continue to:



- Identify additional suitable PhD opportunities;
- Contact additional prospective supervisors;
- Pursue additional interviews;
- Assist with additional eligible applications;
- Improve the Applicant's available options;
- Assist the Applicant in comparing funded offers; and
- Support other appropriate PhD applications within the agreed countries.

The continuation of services after the first successful offer does not mean that the Counsellor guarantees that additional interviews, applications, admissions, scholarships, or funded offers will be obtained.

The Applicant may instruct the Counsellor in writing to stop pursuing additional opportunities after receiving a satisfactory offer.

Such an instruction shall not reduce, cancel, or eliminate any fee already paid or payable under this Agreement.

ARTICLE FIVE: CONTRACT PRICE AND DISCOUNT

The standard price of the services under this Agreement is:

CAD \$3,500

The following total discount has been applied:

40% Discount

The total discount consists of:

- 20% discount associated with Ms. Talebi;
- 10% referral or prior-acquaintance discount; and
- 10% additional discount.

After applying the total 40% discount, the final and total contract price is:

CAD \$2,100

The Parties agree that CAD \$2,100 is the total professional fee payable under this Agreement, excluding third-party expenses described elsewhere in this Agreement.

ARTICLE SIX: PAYMENT SCHEDULE

The total fee of CAD \$2,100 shall be paid in three instalments:

First Instalment: CAD \$700

The Applicant shall pay CAD \$700 at the beginning of the services and at the time this Agreement is signed.

The Counsellor is not required to begin providing services until the first instalment has been received.

Second Instalment: CAD \$700



The Applicant shall pay CAD \$700 after obtaining the first Fully Funded PhD Admission falling within the definition provided in Article Two.

The second instalment becomes payable once the Applicant receives written confirmation of the qualifying fully funded offer, regardless of whether the Applicant ultimately accepts or declines that offer.

Third Instalment: CAD \$700

The Applicant shall pay CAD \$700 six months after the date on which the first qualifying Fully Funded PhD Admission was obtained.

The third instalment remains payable even though the Counsellor's services continue after the first fully funded admission and until the original expiration date of the Agreement.

If the Agreement expires less than six months after the first Fully Funded PhD Admission, the third instalment shall nevertheless become payable six months after the date of that admission unless the Parties agree otherwise in writing.

Refund if No Fully Funded Admission is Secured:

If the Applicant does not obtain any Fully Funded PhD Admission, as defined in Article Two, within the twelve-month validity period of this Agreement, provided that the Applicant has fully complied with all obligations under this Agreement and has not unreasonably withdrawn from or declined suitable fully funded opportunities, the Counsellor shall refund the first instalment of CAD \$700 to the Applicant within thirty (30) days following the expiration of this Agreement.

All amounts are denominated and payable in Canadian dollars.

ARTICLE SEVEN: UNIVERSITY AND THIRD-PARTY EXPENSES

The professional fee under this Agreement does not include:

- University application fees;
- Transcript-ordering fees;
- Credential-assessment fees;
- Official translation fees;
- Notarization fees;
- Courier or mailing fees;
- English-language testing fees;
- Standardized examination fees;
- Document-verification fees;
- Conference-registration fees;
- Publication fees;
- Visa or immigration fees;
- Medical examination expenses;
- Biometrics fees; or
- Any other third-party expense.

The Applicant is responsible for these expenses.

Where possible, the Applicant shall pay university application fees and other external charges directly to the relevant institution or service provider.



If the Applicant asks the Counsellor to make a payment on the Applicant's behalf, the Applicant must transfer the required amount before the applicable payment deadline.

The Counsellor shall not be required to advance personal or business funds for the Applicant.

Third-party payments are normally non-refundable and are governed by the policies of the receiving institution or organization.

ARTICLE EIGHT: COUNSELLOR'S OBLIGATIONS

The Counsellor agrees to:

- Perform the agreed services honestly, professionally, and in good faith;
- Provide application-related information based on reasonably available and current sources;
- Make reasonable efforts to identify PhD opportunities compatible with the Applicant's background;
- Prepare or revise agreed academic application materials with reasonable care;
- Respect university and program deadlines where the Applicant has supplied all necessary information and documents sufficiently in advance;
- Inform the Applicant of important responses, invitations, or requests received from universities or prospective supervisors;
- Maintain reasonable confidentiality regarding the Applicant's personal documents and information;
- Avoid knowingly submitting false or misleading information;
- Continue providing applicable services until the twelve-month expiration date, even after the Applicant obtains the first Fully Funded PhD Admission; and
- Clearly distinguish academic-admission support from immigration or visa representation.

ARTICLE NINE: NO GUARANTEE OF ADMISSION, FUNDING, OR INTERVIEW

The Applicant understands that admission and funding decisions are made exclusively by universities, academic departments, graduate schools, funding agencies, scholarship committees, prospective supervisors, employers, and other independent institutions.

The Counsellor does not control these decisions.

Accordingly, the Counsellor does not guarantee:

- A response from any prospective supervisor;
- A particular number of supervisor interviews;
- An invitation to submit a formal application;
- Admission to any university;
- Full funding;
- A scholarship;
- A salaried PhD position;
- Approval by a graduate school;
- Approval of a study permit or visa;
- Admission to a particular country;
- Admission by a particular date; or
- Any particular academic, financial, employment, immigration, or travel outcome.

The Counsellor's obligation is to provide the services and reasonable professional efforts described in this Agreement, not to guarantee a decision made by a third party.



ARTICLE TEN: APPLICANT'S OBLIGATIONS

The Applicant agrees to:

- Provide complete, accurate, authentic, and unaltered academic and personal documents;
- Disclose any previous academic applications, refusals, disciplinary matters, academic-integrity findings, or other circumstances that may materially affect an application;
- Provide requested information and documents within the deadlines communicated by the Counsellor;
- Review all application documents carefully before submission;
- Confirm that all submitted information is true and complete;
- Attend scheduled interviews and preparation sessions punctually;
- Prepare adequately for supervisor and admission interviews;
- Maintain professional communication with supervisors and universities;
- Avoid independently sending inconsistent or conflicting documents to a university without informing the Counsellor;
- Pay all instalments and third-party expenses when due;
- Inform the Counsellor promptly of any direct communication received from a supervisor, department, university, scholarship body, or funding agency;
- Make the final decision regarding which universities, programs, supervisors, applications, and offers to pursue or accept;
- Maintain access to a reliable email account and regularly check messages, including spam or junk folders; and
- Obtain required English-language test results and other mandatory credentials within the relevant deadlines.

The Applicant remains personally responsible for the accuracy and truthfulness of every application submitted in the Applicant's name.

ARTICLE ELEVEN: DOCUMENT APPROVAL AND SUBMISSION

Where reasonably possible, the Counsellor shall provide the Applicant with an opportunity to review material application documents before submission.

Approval may be provided by email, text message, messaging application, or another written electronic method.

If the Applicant provides approval, the Applicant shall be considered to have reviewed and accepted the content of the relevant document.

The Counsellor shall not be responsible for an error that:

- Was present in information supplied by the Applicant;
- Was approved by the Applicant;
- Could not reasonably have been identified;
- Resulted from an inaccurate or incomplete document supplied by the Applicant; or
- Arose from a change made by the Applicant after the Counsellor's review.

The Applicant shall receive or retain access to application accounts whenever permitted by the relevant institution and technically practicable.

The Counsellor shall not intentionally withhold an admission result or university communication because an instalment remains outstanding.



However, failure to make a required payment may result in suspension of further non-urgent services, subject to applicable law.

ARTICLE TWELVE: APPLICATIONS OR OPPORTUNITIES EXTENDING BEYOND THE CONTRACT TERM

The Counsellor's included services end on the expiration date stated in Article Four.

The Counsellor shall not be responsible, under the original CAD \$2,100 contract price, for completing an application or providing continuing support after the expiration date merely because, before expiration:

- A prospective supervisor responded positively;
- An interview was arranged;
- An interview took place;
- A prospective supervisor expressed interest;
- A prospective supervisor invited the Applicant to prepare or submit an application;
- A future program deadline was identified; or
- An application process had begun but had not been completed.

This limitation applies where the relevant application, interview, document preparation, submission, follow-up, or other substantial work is required after the twelve-month expiration date.

Optional Post-Contract Support

Where an opportunity was partially developed before the expiration date but requires additional work after expiration, the Counsellor may, subject to availability, continue assisting the Applicant at the following rate:

CAD \$25 per hour

Post-contract services may include:

- Completing a partially prepared application;
- Revising outstanding documents;
- Assisting with a supervisor request received close to or after the expiration date;
- Preparing for an interview held after the expiration date;
- Responding to additional university questions;
- Finalizing a research proposal; or
- Completing other unfinished application-related work.

Post-contract support is not automatic and must be agreed upon separately.

Before commencing substantial post-contract work, the Counsellor should inform the Applicant that the original Agreement has expired and that additional work will be billed hourly.

The Counsellor may request advance payment for an estimated number of hours.

ARTICLE THIRTEEN: IMMIGRATION AND VISA SERVICES EXCLUDED

This Agreement is solely for academic counselling, prospective-supervisor outreach, and university-admission application support.

It does not include:



- Immigration advice;
- Visa advice;
- Study-permit eligibility advice;
- Preparation or submission of a study-permit application;
- Immigration forms;
- Immigration representation;
- Permanent-residence advice;
- Work-permit advice;
- Citizenship advice;
- Communication with immigration authorities on the Applicant's behalf; or
- Representation before Immigration, Refugees and Citizenship Canada or any comparable foreign authority.

The Counsellor is not acting as a Regulated Canadian Immigration Consultant, lawyer, Quebec notary, or Regulated International Student Immigration Advisor under this Agreement.

Where regulated immigration advice or representation is required, the Applicant must consult an appropriately authorized professional.

ARTICLE FOURTEEN: FALSE, ALTERED, OR MISLEADING INFORMATION

The Counsellor may immediately suspend or terminate services if the Applicant:

- Provides a fabricated document;
- Alters an academic record;
- Supplies false employment or publication information;
- Misrepresents academic qualifications;
- Conceals a material fact;
- Requests that the Counsellor submit misleading information; or
- Engages in plagiarism, impersonation, or another serious breach of academic integrity.

The Counsellor shall not submit information known to be false or misleading.

Where termination results from the Applicant's misconduct, fees already earned for services performed are non-refundable, subject to applicable law.

The Applicant shall remain responsible for third-party expenses and for any consequences resulting from the Applicant's false or misleading information.

ARTICLE FIFTEEN: INTELLECTUAL CONTRIBUTION AND ACADEMIC INTEGRITY

The Counsellor may edit, organize, clarify, and improve the presentation of the Applicant's ideas, experiences, qualifications, and research interests.

However, the Applicant must remain the genuine author and intellectual owner of all substantive personal, academic, and research claims made in the application.

The Counsellor shall not:

- Fabricate research experience;
- Invent publications;
- Create false academic credentials;



- Impersonate the Applicant during an interview;
- Complete an examination on behalf of the Applicant; or
- Misrepresent the Applicant's knowledge, qualifications, language ability, or academic competence.

The Applicant is responsible for complying with each university's rules concerning artificial intelligence, authorship, plagiarism, and application assistance.

ARTICLE SIXTEEN: CANCELLATION BY THE APPLICANT

The Applicant may request cancellation by providing written notice.

Subject to applicable law:

Cancellation Within Seven Days

If the Applicant cancels within seven calendar days after signing, the Counsellor shall refund 50% of the first instalment.

Cancellation After Seven Days

Fees paid (instalment 1) are non-refundable after seven days

ARTICLE SEVENTEEN: TERMINATION BY THE COUNSELLOR

The Counsellor may suspend or terminate this Agreement upon written notice if the Applicant:

- Fails to make a required payment;
- Repeatedly fails to provide required documents;
- Engages in abusive, threatening, or seriously unprofessional conduct;
- Requests an illegal or unethical act;
- Provides false or fabricated information;
- Repeatedly misses critical deadlines despite written reminders;
- Applies independently using materially inconsistent information;
- Prevents the Counsellor from reasonably performing the agreed services; or
- Commits a serious breach of this Agreement.

Before termination for a correctable breach, the Counsellor should normally provide written notice and a reasonable opportunity to correct the breach.

Fees for services already performed remain payable, subject to applicable law.

ARTICLE EIGHTEEN: CONFIDENTIALITY AND PERSONAL INFORMATION

The Counsellor shall use the Applicant's personal and academic information only for purposes reasonably related to the services provided under this Agreement.

The Applicant authorizes the Counsellor to disclose necessary information and documents to:

- Prospective supervisors;
- Universities;
- Academic departments;
- Graduate schools;



- Scholarship bodies;
- Credential services; and
- Other organizations directly involved in the agreed application process.

The Counsellor shall take reasonable measures to protect the Applicant's documents but cannot guarantee the security of external email systems, university portals, cloud platforms, or third-party services.

The Applicant should avoid transmitting unnecessary sensitive identifiers through unsecured communication channels.

ARTICLE NINETEEN: COMMUNICATION AND RESPONSE TIMES

The Parties may communicate through email, telephone, text message, or mutually accepted messaging platforms.

Electronic communications shall constitute written communication under this Agreement.

The Counsellor shall make reasonable efforts to respond within a reasonable period, considering weekends, holidays, workload, urgency, and application deadlines.

The Applicant understands that immediate responses cannot be guaranteed.

Urgent work resulting from the Applicant's delay may not be possible to complete before a deadline.

ARTICLE TWENTY: FORCE MAJEURE AND THIRD-PARTY CHANGES

The Counsellor shall not be liable for delays, cancellations, or unsuccessful outcomes caused by circumstances outside the Counsellor's reasonable control, including:

- University-policy changes;
- Program cancellation;
- Prospective-supervisor unavailability;
- Loss of research funding;
- Changes in scholarship rules;
- Application-portal failure;
- Internet or communication outages;
- Strikes;
- Natural disasters;
- War or civil disturbance;
- Government restrictions;
- Public-health emergencies;
- Sanctions or banking restrictions;
- International payment limitations; or
- Changes in visa, immigration, employment, or travel policies.

Where such an event occurs, the Counsellor shall make reasonable efforts to adjust the application strategy within the scope and remaining duration of the Agreement.

ARTICLE TWENTY-ONE: END OF THE AGREEMENT

This Agreement ends on the earliest of:

- The expiration of the twelve-month term;



- Cancellation by the Applicant;
- Lawful termination by the Counsellor;
- Written termination by mutual agreement; or
- Replacement by a new written agreement signed by both Parties.

For clarity, obtaining one or more Fully Funded PhD Admissions does not automatically end this Agreement before its original expiration date.

Unless otherwise agreed in writing, the Counsellor's included obligations end at the expiration of the twelve-month term.

Any post-contract assistance shall be governed by Article Twelve and billed at CAD \$25 per hour.

ARTICLE TWENTY-TWO: ENTIRE AGREEMENT AND AMENDMENTS

This document constitutes the entire Agreement between the Parties concerning the services described herein.

It replaces any previous oral or written discussion, proposal, representation, quotation, or understanding concerning the same services.

Any amendment must be made in writing and accepted by both Parties.

An amendment may be signed electronically.

If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall continue in effect to the extent permitted by law.

Failure by either Party to immediately enforce a contractual right shall not constitute a permanent waiver of that right.

ARTICLE TWENTY-THREE: ELECTRONIC SIGNATURES

The Parties agree that electronic signatures, digitally recorded signatures, scanned signatures, and signatures collected through an online contract system shall have the same effect as original handwritten signatures, to the extent permitted by applicable law.

Each Party confirms that they have read and understood the Agreement and have had the opportunity to obtain independent legal advice before signing.

Applicant: Mahdi Jalali

Date: July 28, 2026

Counsellor: Ali Zahedi Amiri

Date: July 28, 2026