

Service Specific Terms and Conditions:

Global Immigration Services (Legal Services) – Vialto Law (US) LLP

The following terms apply to any engagement for the provision of Immigration Services.

A. Scope of services

*We will provide immigration services (“**Immigration Services**”) to Client and its employees designated to receive such services (“**Service Recipients**”). Such Immigration Services may include facilitation and procurement of visas and work permits, residency permits, employment work visas, and related immigration compliance services as required by the jurisdiction where the Immigration Employees are working (a “**Host Country**”). Such applications, documents, services and projects constitute the “**Deliverables**” of this Agreement.*

B. Fees and Billing Terms

Out-of-pocket expenses and administration fees

Any out-of-pocket expenses that we incur from outside product or service providers, including other Vialto entities, will be charged to you at cost and listed separately on our invoice. This includes government filing fees, credential assessment fees, notary fees, and translations. In some cases, you may be asked to pay for these expenses directly. Where we pay the expenses, we will ask to be reimbursed at the time they are incurred. On request we can provide an estimate of the applicable costs associated with the application.

In addition, a file administration fee will be applied at a charge of 4% of the fees under this Schedule. This administration fee will cover all expenses associated with our upfront payment of immigration-related government filing fees on behalf of Client. The file administration fee does not include costs such as translations, police certificates, identity documents, courier costs, credential evaluations, and cost of obtaining identity documents or taxes, which will be billed separately.

Invoicing

We will invoice you at various stages in the preparation of an application, at the time work is performed or completed. Payment of our invoice is due on presentation and expected to be received within 30 days of the invoice date. Interest may be charged on overdue accounts.

Cancellation fees

Cancellation fee charges will be payable as follows:

- 25% of the total fees for an application will be payable where we have been instructed by you to commence the matter, but the application is canceled by the Client or the relevant Client employee prior to the eligibility assessment being fully completed;*
- 50% of the total fees for an application will be payable by Client where Vialto has gathered the documentation for an application and completed the eligibility assessment, but the case is then canceled by the Client or the relevant Client employee; and*
- 100% of the total fees for an application will be payable by Client where Vialto has advised on the full application process and fully prepared the relevant application(s), but the application(s) is canceled by the Client or the relevant Client employee.*

Fees for complex, out-of-scope and additional immigration services

Our fees for all immigration services may reflect not only time spent but also such factors as complexity, urgency, inherent risks, use of techniques, know-how and research, together with the skills and expertise required of the personnel needed to perform and review such services. Fees are quoted on the basis of the most common temporary work and residence authorization categories utilized, which enable foreign nationals to legally reside and engage in work-related activities in each destination country. We retain sole discretion to determine the eligibility of each applicant for such categories based upon the facts and circumstances of the individual case. Material changes or updates to application materials after the application preparation process has commenced will result in additional costs up to the full cost of the application.

Where issues arise, which require deviation from the standard visa and immigration application process, immigration requirements and corresponding fees may vary. Factors of variance and/or complexity include, but are not limited to: requests for company name change on status documents; prior visa refusal/adverse immigration history; criminal record, medical, or other admissibility issues; custody issues; immigration status documents for accompanying family members; and requests for additional evidence, reconsideration, or other subsequent submissions.

C. Vialto Responsibilities

Vialto will carry out the foregoing services based on information provided by the Client and the authorized Client employees. We will apply our best professional efforts in preparing each immigration-related application and in the provision of immigration legal advice.

The completion of immigrant and non-immigrant applications and forms often involves matters of interpretation and judgment. We will review with you any potentially contentious filing positions that may arise during the preparation process. We will provide our views based upon the immigration legislation as it reads at the time we provide our advice, the regulations issued thereunder, and the known administrative practices of the applicable immigration authorities, according to our experience. Vialto is not responsible for any changes to immigration laws or regulations that may occur after the application has been prepared and cannot be held responsible for any negative impact a regulatory change may have on any application.

In certain circumstances, it may also be recommended to utilize our consulting or advisory services to ensure the greatest chance of success of any relevant applications. Some immigration applications require the applicant(s) to submit the application directly to immigration authorities at a visa post, application/service centre, or port-of-entry. While we will provide detailed instructions and guidance with respect to the application submission and process in such instances, the responsibility for filing rests with the applicant and Vialto is not responsible for ensuring the submission of immigrant or non-immigrant applications to authorities in such circumstances.

It is acknowledged that we will not be in a position to prepare any immigrant or non-immigrant applications or requests for any employees or their family members who do not provide the requested information necessary to complete the application. Further, Vialto will not be held liable or responsible for actions taken by an employee against our recommendations, including travel or work where the employee has not received the appropriate documentation or application paperwork for the same.

D. Client Responsibilities

For the purposes of this engagement, we will write to and accept instructions only from the client contact(s) designated by the client contact in writing. In the event of the contact's departure from the Client during the course of the engagement, we will write to and accept instructions from his or her successor as authorized by the Client.

With respect to our Immigration Services, you agree to the following:

- Providing timely responses to any queries raised by us including any requests for information or documentation*
- Advising us at the earliest opportunity if applications are urgent*

- *Providing us with the billing address and other relevant information at the outset of each case, with clear instructions as to what must be provided in each invoice to ensure this is paid in a timely manner, as set out in our terms of business*
- *Providing truthful and accurate information*
- *Notifying us of any details or changes to information previously provided, which may be material to the application or services to be provided by Vialto Partners. Such examples of information may include, but not be limited to: changes to corporate structure; mergers or acquisitions; employee work history; etc.*

E. Vialto Partners Brand

In connection with this Agreement, the relevant rules of conduct established by our professional governing body require that we advise you that we are a law firm operating under the brand of Vialto. Such operation will not affect the independence of the legal advice that we will provide to you. We share your confidential information with Vialto Firms, contractors and subcontractors but not the content of privileged legal advice, and it is intended for these authorized entities not to affect the attorney-client privilege afforded to the legal advice that we provide to you and to the related communications that pass between us in the course of the provision of such advice.

You acknowledge and confirm we will share with the other Vialto firms certain information that relates to you, including the fees generated from the services we provide to you, the general nature of those services and the matters to which they relate, docketing and billing information and the individuals assigned to your service team.

Confidential information will be used by other Vialto firms for the purposes of offering client services, including without limitation, the following:

- *Audit, quality assurance, and risk management;*
- *IT hosting, storage and support facilities;*
- *Financial management services;*
- *Administrative support;*
- *For marketing and cross-selling; and*
- *To develop, enhance, modify and improve technologies, tools, methodologies, services and offerings, and/or for development or performance of data analysis or other insight generation.*

Information developed in connection with these purposes may be used or disclosed to you or current or prospective clients to provide them services or offerings. The applicable other Vialto firms will not use or disclose confidential information in a way that would permit you to be identified by third parties without your consent.

Any sharing with, or use of your confidential information by, other Vialto firms is subject to such other Vialto firms being bound by reasonable confidentiality obligations.

F. Information to Government

It is agreed and understood by both parties that some business information pertaining to the company or your employees may be forwarded or communicated by us to a relevant governmental body or any official thereof, if required, as part of or in any way related to the temporary or permanent immigration application process and no prior express approval will be required.

G. Document Retention

Vialto will retain copies of materials relevant to the services, including any materials given to us by you or on your behalf, for such period as we determine to be appropriate and prudent with professional standards or legal requirements. All documents relating to your file may be stored electronically. Relevant documents can be made available to you either electronically or in hard copy on reasonable notice. A fee may apply in such circumstances.

After completing the work and to the fullest extent permitted by applicable law, we will be entitled to keep all your papers and documents while there is still money owed to us for fees and expenses.

H. Guarantees

We make absolutely no guarantees or assurances with respect to the final outcome in any immigration matter as the decision to issue an immigration document/visa is at the sole discretion of the immigration authority.

I. Sole representation

You will be our client under a “sole representation” model, and your employees and prospective employees, while the beneficiaries of your sponsorship, will not stand in an attorney-client relationship with Vialto. This type of representation is intended for the benefit of you based on your legitimate business interest in employing or continuing to employ an individual who will require immigration sponsorship to obtain employment authorization in the jurisdiction of employment. As lawyers for Client only and not for the individual Service Recipient or such Service Recipient’s family, Vialto will disclose to Client all material information relating to such Service Recipient’s immigration matter(s).

J. No Attorney-Client Relationship with individual Service Recipients; Confidentiality Notice

In connection with the preparation of immigration filings, we may obtain information directly from the foreign national employee or prospective employee of Client. These communications do not create an attorney-client relationship between Vialto and the individual Service Recipient. All such information will be treated as business information belonging to Client, and may be shared with Client as necessary for the representation. The individual Service Recipient should not expect that any communications with Vialto will be kept confidential from Client. In the event of any dispute between Client and the individual Service Recipient, Vialto will continue to represent Client and will not represent or advise the individual Service Recipient.

K. Right to Terminate

Either party may terminate this Agreement at any time upon written notice of such termination to the other party, subject to our respective legal and professional obligations, as applicable. Neither party will be liable for any loss, cost or expense resulting from such termination.

L. Fees payable on Termination

You agree to pay us for all services we perform up to the date of termination, including services performed, work-in-progress and expenses incurred. A file transfer fee, based on the amount of our time required to prepare the application for transfer and any required accompanying legal memoranda and disbursements, will apply.

M. Electronic Communications

During the engagement, the parties may from time to time communicate electronically with each other. However, as you are aware, the electronic transmission of information cannot be guaranteed to be secure or error free and such information could be intercepted, corrupted, lost, destroyed, arrive late or incomplete or otherwise be adversely affected or unsafe to use. The parties shall not have any liability to each other arising from or in connection with the electronic communication of information to or from you during or as a result of its electronic transmission outside of the parties’ electronic environments.