

Schedule C

Service Specific Terms and Conditions:

Immigration Services (non-legal services)

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

A. Scope of Services

Vialto will provide immigration compliance services (the “**Immigration Services**”) to Client in respect of Client’s employees (the “**Authorized Employees**”) who are or may be working outside of their home jurisdictions. Such Immigration Services may include facilitation and procurement of visas and work permits, residency permits, employment work visas, tax reporting and related immigration compliance services as required by the jurisdiction where the Immigration Employees are working (a “**Host Country**”). *No immigration services that are considered legal services in the applicable jurisdiction will be provided as part of the engagement.*

B. Fees and Billing Terms

This Schedule summarizes our fees for the preparation of the Deliverables of this agreement as well as advisory services and special projects which the company may also request under this agreement.

Out-of-pocket expenses and administration fees

Any out-of-pocket expenses that Vialto incurs 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, Client may be asked to pay for these expenses directly. Where Vialto pays the expenses, we will ask to be reimbursed at the time they are incurred. On request Vialto can provide an estimate of the applicable costs associated with the application.

Invoicing

Vialto will invoice you at various stages in the preparation of an application, at the time work is performed or completed.

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

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, Vialto 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, Vialto will write to and accept instructions from his or her successor as authorized by the Client.

With respect to our Immigration Services, Client agrees 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. Such examples of information may include, but not be limited to: changes to corporate structure; mergers or acquisitions; employee work history; etc.

E. Guarantees

Vialto makes 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.

F. Other Matters

The Immigration Employees, and any other employees of Client who may receive or benefit from the Immigration Services are not clients of Vialto and Vialto is not a fiduciary or agent of any such Immigration Employee or other employee.

If an Immigration Employee notifies Vialto in connection with an Agreement that it is traveling to a Host Country that has a legal requirement for Posted Worker Directive (“**PWD**”) notifications to be completed, Vialto will complete the required PWD notification process for each such Immigration Employee in the Host Country as follows:

- Request additional data points needed from Client or the Immigration Employee in a standard Vialto questionnaire as per an agreed process;
- Prepare and submit online (or alternative) registration including required documentation with the relevant PWD Host Country local authority;
- Act as a central point of contact for Client in relation to issues regarding the gathering of data for registrations and manage queries and clarifications requested from the PWD Host Country local authorities;
- Confirm document requirements and track status of retention requirements as necessary;
- Provide a copy of the submitted notification for the Client’s or Immigration Employee’s records; and
- Provide Client with status updates and additional reports on active cases as mutually agreed.