

Schedule C

Service Specific Terms and Conditions:

New Zealand 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 require New Zealand immigration assistance. Such Immigration Services may include facilitation and procurement of work visas, residence visas (and visas for family members) as well as related immigration compliance services, workshops, compliance assessments and other non-transactional services (i.e. assessments, briefings and consultations) as required by the Client from time to time.

Immigration Services include:

Immigration Consultation

- Conduct a discussion with the Authorized Employee to understand their personal circumstances and immigration options
- Answer questions about the different visa options.

Visa Services

- Gather initial document
- Assess the immigration case and provide the Authorized Employee a summary of immigration options (if applicable), the process to obtain the recommended visa type, timing and any potential issues
- Gather any further information or documents required to prepare the application(s)
- Review of medical and police certificates, if required, for lodgement with a specific visa application
- Follow up (not to exceed two written/phone follow ups) with the Authorized Employee for any outstanding information and documentation
- Prepare the final application for lodgement with Immigration New Zealand (INZ)
- Lodge the visa application on behalf of Authorised Employee where available, or provide detailed lodgement instructions if on-line lodgement is not available and the application must be lodged offshore
- Represent Client and Authorized Employees in correspondence with INZ with regard filed visa application(s)
- Respond to queries from Authorized Employees and provide updates on the status of the application to Client and Authorized Employees

Timing for visa applications

The visa application process involves the following stages and process. Vialto will:

- Contact the Authorized Employee within two working days of receiving authorisation from the Client
- Obtain a signed consent form from the Authorised Employee before commencing work

- Gather the necessary information and prepare the final application within three working days of receiving all the required information
- Lodge the visa application on behalf of the Authorized Employee or provide detailed lodgement instructions where on-line lodgement is not available
- Monitor visa processing by INZ once the application(s) are submitted
- Communicate the visa outcome to Client and the Authorized Employee.

B. Fees

The Fee table is attached as Schedule D. For certain services such as workshops, compliance assessments and other non-transactional services (i.e. assessments, briefings and consultations) and others not listed in the table, the fees will be mutually agreed to between the parties.

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 the Client at cost and listed separately on the 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, the Client will be required to reimburse at the time they are incurred. On request Vialto can provide an estimate of the applicable costs associated with the application.

C. Vialto Responsibilities

Vialto will carry out the foregoing services based on information provided by the Client and the Authorized Employees.

The completion of immigrant and non-immigrant applications and forms often involves matters of interpretation and judgment. Vialto will review with the Client any potentially contentious filing positions that may arise during the preparation process. Vialto will provide views based upon the immigration legislation as it reads at the time the advice is provided, the regulations issued thereunder, and the known administrative practices of the applicable immigration authorities, according to Vialto's 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 Vialto's 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 Vialto 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 Vialto 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 Vialto's 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 Service, Client agrees to the following:

- Providing timely responses to any queries raised by us including any requests for information or documentation
- Advising Vialto at the earliest opportunity if applications are urgent
- Providing 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 Vialto's General Terms and Conditions
- Providing truthful and accurate information
- Notifying Vialto 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 Terms:

A team of licensed immigration advisers registered with the Immigration Advisers' Authority (IAA) ("Advisers") will provide advice based on the information provided by the Client or Authorized Employee:

Adviser Name	IAA license no.
Jaq Chong	201200301
Kim Gibbs	201100148
Anna O'Toole	202200491
Jennifer DeWald-Harrison	200900152

If a potential or actual conflict of interest becomes known to an Adviser, the Adviser will inform the Client and /or Service Recipient promptly and will provide services only after obtaining specific consent.

A copy of the Licensed Immigration Advisers Professional Responsibilities summary document ("Professional Responsibilities summary") which is a summary of the IAA's Code of Conduct as produced by the Immigration Advisers Authority ("IAA") is enclosed. A full copy of the Code of Conduct can be found at <https://www.iaa.govt.nz/for-advisers/code-of-conduct/>. The immigration advisers will reply to any questions related to The Professional Responsibilities that the Client or Service Recipient may have.

In case of any complaints related services, please contact the engagement lead directly. If the Client would like to make a formal complaint, it should be done in writing. The complaint should be directed to Jonathan Dunlea, Vialto Partners at jonathan.dunlea@vialto.com. An acknowledgement of the complaint will be sent

in writing within two working days of receiving the complaint and Vialto will seek to respond within 7 working days.

Concerns may also be raised to the Registrar of Immigration Advisers. For details on how to lodge a complaint and how the Registrar will investigate and deal with a complaint, please refer to: <https://www.iaa.govt.nz/about-us/make-a-complaint/>

G. Invoicing and billing terms

Vialto will invoice the Client at various stages in the preparation of an application, at the time work is performed or completed. Payment of the invoice is due on presentation and expected to be received within 30 days of the invoice date. Interest may be charged on overdue accounts. This engagement may be terminated by either party by giving a notice. In case of termination, Vialto will consider all reasonable requests for refund, where applicable.

Vialto will invoice the Client for the services provided (including any disbursements incurred) in the following manner:

- Workshops, Compliance assessments and other non-transactional services (i.e. assessments, briefings and consultations) –upon delivery or completion of the services. Fees for these Services will be mutually agreed to separately in writing.
- Skilled Migrant Category residence applications – 50% of the fee and any disbursements due upon lodgement of the EOI with INZ. Vialto will issue a further invoice for the balance fee (including any disbursements) upon lodgement of the residence application with INZ
- All other visa applications and employer-based applications – upon lodgement of the application with INZ.

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

If additional time is required to complete the necessary work and thus additional fees will arise, Vialto will obtain Client's approval in writing for the additional services and fees prior to undertaking any additional work.

If services are required that go beyond those detailed above in the Scope of Work because the application is more complex than originally thought or the Authorised Employee requested additional services, then Vialto will charge additional fees. Examples of services which will incur additional fees include:

- Change in application type due to change in circumstances
- Coordination of translation or authentication services
- Attending local consulates to facilitate visa or other applications
- Additional work related to complex immigration matters such as health or character matters or visa history
- Extensive interaction or follow up with an employee for information or evidence
- The addition of a family member to an application after lodgement of the primary applicant's application
- The inclusion of a dependent child in a temporary application who is over the age of 17
- Additional work required if our lodgement instructions have not been followed.

- Workshops, Compliance assessments and other non-transactional services (i.e. assessments, briefings and consultations)

The 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.

Cancellation fees

Please also note that if at any time after Vialto has been engaged to prepare an application, Vialto is directed to terminate part or all of the services, Vialto will charge fee either at the actual time spent or the full fee to prepare the application, whichever is less. When warranted, Vialto will consider any fair and reasonable request for a refund of fees already paid.

Disbursements

Client and Authorized Employees are solely responsible for payment of third party costs, including, but not limited to government lodgement fees (payable to INZ), the cost of any required medical tests, police clearance certificates and the cost of translating required documents to English.

Scope of fees based on current immigration policy

The Scope of Work and Fees are based on current immigration policy as at the date of this Agreement. Legislative changes may impact the Scope of Services and Fees. Vialto will consult with the Client on additional scope or fees that may be required to achieve the same or similar immigration outcome under any new instructions.

End of Schedule

1.