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01 August 2021

Service Agreement No. **XXXX**

Business Talent (Permanent) visa (Subclass 132) Significant Business History stream

Client: **XXX** ("the Client")
Migration Agent: **Alexei Grinko** ("the agent")

1. The agent will carry out the following work:

Make an application for a Business Talent (Permanent) visa (Subclass 132) Significant Business History stream on behalf of the Client

- (a) Represent the Client when interacting with the Department of Home Affairs (DHA) and other authorities (if necessary), regarding the Client's case.
- (b) Advise the Client regarding all aspects of the applications.
- (c) Preparation and lodgment of a state/territory nomination application with all required forms, including business plan/proposal composition (if necessary) by a third party.
- (d) Preparation and lodgment of visa application and supporting documents to DHA on behalf of the Client.
- (e) Carrying out all further work needed in respect of the application until a decision is made.
- (f) It is agreed that any part of the above work can be outsourced to a third party at the Client consent without changes of Agent's fees at the Client's expense.

2. Fees and charges:

Agent's fees for visa 132 application	\$22,000
Filing fees payable to DHA including 1.4% cc surcharge:	
Main Applicant	\$7,965
Secondary Applicant over 18	\$3,985
Secondary Applicant under 18	\$1,987
TOTAL payable	\$35,937

3. Filing fees are subject to changes at DHA's discretion.

4. **The agent's fees and filing fees will be payable as follows.**

Amount payable before commencement of work	\$5,500
Amount payable after the state/territory nomination is obtained	\$5,500
Amount payable before the visa 132 application is lodged:	
<i>Agent's Fees</i>	\$5,500
<i>Filing fees payable to DHA</i>	\$13,937
Amount payable after the visa is granted or application is rejected on character or health requirements non-conformity	\$5,500
Total	\$35,937

5. Possible state sponsorship application fee is not included in the cost of the Agreement.

6. The Client is presumed to realize that the 2nd instalment of the application fee (9795AUD per main applicant and 4890 AUD per each secondary applicant having not provided IELTS 4.5 certificate) should be paid before the visa is granted.

7. Additional services are to be invoiced by the Agent separately.

8. Filing fees and other expenses must be paid to the Agent within 7 days of payment being requested by the Agent.

9. All fees for services provided by the Agent are not inclusive of GST as being considered as export services if payable from overseas otherwise 10% of GST must be paid on Agent's fees and other expenses.

10. The agent believes that the Client has reasonable prospects of success in this application but does not guarantee that the Client will be successful. Furthermore, the agent is not able to provide a definite date as to when this matter is likely to be finalized.

11. Any correspondence between the Client and the Agent (including e-mails) relevant to the case under the Agreement is regarded as a part of the Agreement and may be used as evidence for a dispute.

12. If the Client withdraws instructions from the Agent or the application is withdrawn or discontinued at the initiative of the Client, no refund of any amount will be payable by the Agent to the Client.

13. When reasonable, visa stream (investor/ business owner) can be swapped to comply with the situation change. If no additional agent's work is required, no additional charges from the Agent will be incurred.

14. If the Client refuses or is unable to make any payment to the agent within 28 days of being requested to do so the Agent may cease acting for the Client and no refund of fees will be payable to the Client.

15. If the Client is unable or unwilling to provide information or documents requested by the agent in connection with the application within 28 days of being requested to do so the Agent may cease acting for the Client and no refund of fees will be payable to the Client.

16. If the agent ceases acting for the Client in accordance with the terms of the agreement and any amount is owing by the Client to the Agent, the Agent will be entitled to retain documents relating to the application (other than documents belonging to the Client as mentioned in paragraph 10.4 of the Code of Conduct) until the amount owing is paid to the Agent.

17. The Agent will commence work on the matter within 7 days of the Client making the initial payment of fees.

18. The conduct of migration agents is regulated by a Code of Conduct:

<https://www.mara.gov.au/tools-for-registered-agents/code-of-conduct> and Consumer Guide:

<https://www.mara.gov.au/get-help-with-a-visa/help-from-registered-agents/steps-to-choose/consumer-guide>

Dated: 01 August 2021

Dated:

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Mr Alexei Grinko
Migration Agent 0103440
Sydney Visa Pty Ltd

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XXXX
Mobile xxxx
Phone: xxx
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Email: xxx
Website: xxx