

MIGRATION AGENT SERVICES AGREEMENT

THIS AGREEMENT ("Agreement") is made as of the date payment is received by Noel Hewitt Associates LLC of the "Visa Fee". The "Agreement" on payment of the "Visa Fee" becomes an agreement between NOEL HEWITT ASSOCIATES, LLC, a New York limited liability company, with its principal office located in , New York, New York USA (the "Company") and the applicant paying the "Visa Fee" (the Client) for the services of Noel Hewitt Associates LLC. Any communication by the "Company" to a potential Client prior to an "Agreement" coming into existence is of a general nature and in no event shall the Company be liable for special, direct, indirect, incidental, consequential, punitive or exemplary damages occurring as a result of these communications.

W I T N E S S E T H:

WHEREAS, the Company is licensed by the laws of Australia and is engaged in the business of providing independent migration services and advice to individuals and entities; and

WHEREAS, the Client wishes to engage the Company to provide certain advisory services to it with respect to visa processing in Australia and the Company is willing to provide such services to the Client on the terms and conditions set forth herein.

NOW, THEREFORE, it is mutually agreed as follows:

1. RETENTION OF SERVICES. Upon the terms and subject to the conditions set forth herein the Client hereby retains the Company to render the migration agent services to the Client which are hereinafter described. The Company shall devote such time and attention to its duties under this Agreement as is reasonably required to provide the services to the Client hereunder.

2. SERVICES TO BE FURNISHED BY THE COMPANY.

(a) The Company shall assist the Client in all aspects of visa processing in Australia. The Client agrees to fully cooperate with the Company to assist it in rendering its services hereunder. The Company shall carry out its duties in accordance with the requirements listed in the Migration Agents Code of Conduct, as amended (the "Code"), the purpose of which is to regulate the conduct of migration agents. A copy of the Code is accessed from the website located at www.noelhewitt.com and is titled "Code of Conduct".

(b) In rendering its services to the Client hereunder, the Company may refer the Client to third party entities or organizations. In such event, the Company will give prior written notice to the Client and the Client will be responsible for any fees and disbursements to be paid to the third party ("Third Party Fees"). In no event shall the Company be liable for any services or advice provided by such third parties.

3. TERM. The term of this Agreement shall be for a period commencing on the date payment of the Visa Fee is received by the Company and ending when terminated as

provided for herein (the "Term"). The Client may terminate this Agreement by providing fifteen (15) days prior written notice of cancellation to the other party.

4. COMPENSATION.

(a) As full and complete compensation for services rendered hereunder, the Client shall before the Company commences services, render the Company the agreed Visa Fee. Prior to the Client paying the Company the Visa Fee, the Company shall provide the Client an estimation of costs.

(b) The Company shall detail to the Client an estimate of the costs to complete the visa processing. Where services are rendered outside the assessment terms the Client shall be responsible for all out-of-pocket expenses and disbursements including, without limitation, disbursements incurred in the submission of the Client's visa application to the appropriate Australian governmental departments or agencies ("Australian Disbursement Fees") and Third Party Fees.

(c) The Client shall provide the Company with a retainer in the full amount of the estimate (the "Retainer") which the Company shall deposit in a United States bank account which it has established for this purpose (the "Client Trust Account") and which is separate from its operating account. Once services hereunder have commenced, the Company shall give the Client prior written notice of any material change to the estimate previously provided. The Company shall not be required to commence services hereunder until it has received the payment for services from the Client.

(d) Upon the termination of this Agreement for any reason, all funds remaining in the Retainer Account after all disbursements have been paid to the appropriate parties shall belong to the Company. Notwithstanding the foregoing, if this Agreement is terminated by either party prior to the completion of the services requested by the Client hereunder, the Company shall refund any monies remaining in the Retainer Account after deductions have been made for (i) Australian Disbursement Fees and Third Party Fees; (ii) payment of the Consulting Fee earned by the Company; (iii) payment of the Additional Consulting Fee earned by the company; and (iv) administrative fees charged by the Company.

(e) Once services by the Company have concluded, the Company shall provide an invoice containing a description of services performed and disbursements paid by the Company on behalf of the Client.

5. DISCLAIMER; LIMITATION OF LIABILITY.

(a) The Company shall not be liable for, and assumes no responsibility for, any action or inaction of any Australian governmental department, agency or Third Party resulting in any of the following occurrences (each, a "Delaying Event"): delays, processing errors, lost or misplaced documents, changes in or amendments to the policies, procedures, legislation or regulations of the Australian government and its departments and agencies, incorrect decisions made by employees of the Australian government regarding any applications or correspondence concerning the Client. In the event of any of the foregoing Delaying Events, the Company or the Client, whoever receives notice first, shall notify the other party of the Delaying Event as soon as is practicable. After it

has received notice of a Delaying Event, the Company shall take no further action hereunder without the consent of the Client.

(b) The Company's services hereunder are limited to the provision of research and the rendering of advice in order to assist the Client in the processing of a visa application. The Company shall in no way be liable for any of the Australian government or for the denial of the Client's visa application. The Company shall in no way be liable for any Third Party denial of any part of a visa application. In no event shall the Company be liable for special, direct, indirect, incidental, consequential, punitive or exemplary damages, and the Company's liability shall not, in any event, exceed the aggregate amount of Consulting Fees paid to it under this Agreement.

6. RELATIONSHIP OF THE PARTIES.

(a) The Company acknowledges and hereby agrees that the Consulting Fee and Visa Fee shall be paid to it in its capacity as an independent contractor of the Client and that it shall be obligated to pay all taxes or other amounts required by law to be paid with respect to such Consulting Fee.

(b) Nothing contained herein shall be deemed to make either party or any employee of such party the agent, employee, joint venturer or partner of the other party.

(c) All personnel employed or otherwise engaged by either party shall be the agents, servants and employees of such party only, and the other party shall incur no obligations or liabilities, express or implied, by reason of or with respect to, the conduct of such personnel.

7. CONFIDENTIALITY. The Company hereby agrees to hold in strict confidence any of the valuable confidential and proprietary business information relating to the Client to which it has been given access as a result of its relationship with the Client.

8. ENTIRE AGREEMENT. This Agreement constitutes the entire understanding of the parties with respect to the matters referred to herein and supersedes all prior agreements relating to the matters referred to herein, and may not be altered, amended, abandoned, waived or discharged except by a further agreement executed with the same formality hereof.

9. GOVERNING LAW. This Agreement shall be governed and interpreted in accordance with the laws of the State of New York without regard to principles of conflict of law.

10. ATTORNEYS' FEES. If either party brings a law suit in order to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees in addition to any other relief to which that party may be entitled.

11. NOTICES. Any and all notices required or permitted to be given under this Agreement shall be in writing and delivered in person, by electronic means, by facsimile transmission with confirmation of receipt, overnight courier service or overnight mail, or registered or certified mail, return receipt requested, postage prepaid, to the parties at the addresses set forth above or at such other address as may be specified by either party from time to time in conformity with this subsection. Notice shall be effective upon delivery.

12. ASSIGNMENT. The rights and obligations, respectively, of the parties hereto, shall inure to the benefit of and be binding upon their respective successors and assigns.

13. COUNTERPARTS. This Agreement may be executed in one or more counterparts, all of which together shall constitute but one and the same Agreement. IN PAYMENT OF THE 'VISA FEE' , the parties have duly executed this Agreement as of the date of payment.

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