

Scope of Services - Corporate

This document outlines the relationship between IMMIGRATION SUPPORT SERVICES (called "ISS", "we" or "our") and your Company (called "you" or "your"), for the purpose of preparing necessary documentation to obtain an appropriate immigrant or non-immigrant visa for one or more of your employees.

1. **IMMIGRATION SUPPORT SERVICES.** ISS agrees to be an agent for you and you agree to have ISS be your agent in: Applying for Immigrant or non-Immigrant Visas to the United States for one or more of your employees and derivative immigrant visas for their spouse and children, if any, based upon their employment at your firm. For the duration of this agreement, you appoint, empower, and authorize ISS to act as your authorized agent for the limited purpose of preparing Department of Labor (DOL) and/or United States Citizenship and Immigration Services (USCIS) petition(s) for an Immigrant or Nonimmigrant visa, preparing other documents, dealing directly with government agencies on your behalf and taking other actions which ISS, in its sole discretion, may deem appropriate to satisfy its obligations under this agreement.

2. **OUR DUTY TO KEEP YOU INFORMED.** ISS will keep you fully informed about the status of the case(s) involving your employee(s) by furnishing you with copies of all written materials submitted to government agencies, providing periodic updates as your case(s) progresses, and answering any questions you may have to the best of our ability. You are always encouraged to visit our web site or call ISS to check on the status of your case(s). You can expect competent, accurate, timely, and experience-based assistance from ISS, consistent with the highest ethical standards.

3. **MUTUAL RESPONSIBILITY FOR HONESTY AND DISCLOSURE.** You and ISS promise to be truthful with each other at all times. You agree promptly to inform ISS of any facts relevant to any case(s), including, but not limited to changes in employment, marital status, and address or telephone number of any employee(s) being assisted by us. **You have a special obligation to inform us of any and all facts known to you that may prevent your employee's immigration to the United States** (such as his or her failure to secure or maintain valid nonimmigrant status in the U.S., past visa misrepresentation or disputes with U.S. Consular Officers, communicable diseases, past criminal convictions, etc.). Failure to disclose any such facts, as they become known, may result in our withdrawal from your case(s), with forfeiture of all fees previously paid by you.

4. **ACCURACY OF INFORMATION/INDEMNIFICATION.** ISS agrees to complete any necessary petitions, forms or other documents using information that you provide to us. You understand and agree that ISS is not required to independently verify the accuracy of any such information. Further, you agree to indemnify, defend, exonerate and save ISS harmless of and from any and all liability, loss, penalties, and expense (including, but not limited to attorney's fees) resulting from or arising out of the use of any and all information you provide, whether such information is incorrect or not.

5. **CONFIDENTIALITY AND OUR RELATIONSHIPS.** To save both time and money it is often preferable for ISS to work with you and your employee(s). You must understand that ISS may communicate, from time to time, with your employee concerning his or her case. This is necessary to receive pertinent data from the employee(s) and to inform the employee(s) of the status of his or her case. Nonetheless, ISS will maintain confidentiality with respect to your communication to us regarding each case.

6. **OUR RESULTS ARE NOT GUARANTEED.** Immigration to the United States cannot be guaranteed. Adjudication of cases is at the discretion of the applicable government authorities. We will make every effort to ensure the outcome of the case is positive, however, we are not able to control the results. In addition, certain cases may require proof that no U.S. worker is available to perform the job required, a burden which cannot always be met. If your employee(s) is among the minority of cases that are unsuccessful, you may have the right to appeal the adverse decision to the appropriate government agency or re-file the case.

7. **POTENTIAL DELAYS and PARALEGALS.** You also understand that the U.S. Department of State (DOS) the DOL and the USCIS have heavy workloads that may delay resolution of your case(s). Such delays are common and are beyond our control. You also understand that your point of contact at ISS is not an attorney unless he or she explicitly identifies himself or herself as such.

8. **ISS FEES.** Our basic fee for services described in paragraph one (1) above are described in Schedule 1 posted on our web site <https://immigrationsupport.com/schedule1>. This fee is fixed and will not change during the term of an engagement with a particular employee and

visa classification. This total fee will be invoiced as lump sum or in increments, depending upon the visa type. You understand and agree that you will be billed before each phase begins. You agree to pay each invoice when it is received and failure to do so will hamper our ability to proceed with your employee's case. ISS will not charge you or your employee for normal office functions required in fulfilling the terms of this agreement. This fee does not include certain other costs, see paragraph 9.

9. **CLIENT PAID COSTS.** In addition to the fees presented in paragraph 8 above, you or your employee will be responsible for some of the costs incurred in your employee's case. Costs for which you or your employee are responsible typically include filing and advertising fees, credential evaluation services, medical examinations, photographs, translation services, travel expenses for the employee to the USCIS office (if necessary), etc. We have included in our Fee Schedule, an estimate of the basic costs for which you or your employee may be responsible. Unlike the ISS fees in paragraph 8 above, these costs are only estimated. Actual costs may include other items not shown on the Schedule, and costs may be higher or lower than those shown on the Schedule.

10. **AN INTEGRATED APPROACH.** You understand and agree that our fees are based on our mutual expectation that ISS will perform all the required work in an integrated manner and that ISS will not agree to separate any of the above phases without changing our fee arrangement with you.

11. **FAILURE TO PAY FEES OR COSTS WHEN REQUIRED.** If you do not pay fees (or any costs that ISS might advance for you) within the terms of the invoice, we are not obligated to continue working on your employee's case. If we do not proceed with your employee's case because you have not paid, in a timely manner, appropriate fees or costs, you understand and agree that our withdrawal does not free you from your obligation to pay all fees and costs incurred up to the date of our withdrawal. ISS will not release any files to you or any other party until all outstanding fees and costs are paid by you. Invoices not paid within 30 days from the date of issuance will be charged a late fee of 1½% per month, retroactive to the original date of the invoice.

12. **SERVICES NOT INCLUDED IN THIS AGREEMENT.** This agreement does not include appeals to the Board of Alien Labor Certification Appeals (BALCA) from an adverse finding(s) respecting the Labor Certification, nor does it include Motions to Reconsider, appeals to the USCIS' Administrative Appeals Office or the Federal Courts. In the unlikely event any such appeal(s) prove necessary; the fees shall be fully discussed and separately negotiated with you.

13. **GLOBAL IMMIGRATION.** By utilizing our Global Immigration Services, you appoint, empower, and authorize ISS to act as your authorized agent for the limited purpose of securing Non-Immigrant or Immigrant visas to countries outside of the United States, which includes securing and authorizing the services of our global immigration vendor, Lustgarten Global LLC. The fees associated with such global immigration service will be negotiated and discussed separately at the time of need. Every effort will be made to secure a positive outcome on your global immigration matters, however, no guarantees can be made. Each case is ultimately at the discretion of the appropriate governmental authorities in the destination country. You agree to indemnify, defend, exonerate, and hold ISS harmless from any and all liability, loss, penalties, and expense (including, but not limited to attorney's fees) resulting from or arising out of your consultation with Lustgarten Global LLC and any third party vendors utilized by Lustgarten Global LLC.

14. **GOVERNING LAW.** This agreement shall be governed by and interpreted in accordance with the laws of the Commonwealth of Pennsylvania, U.S.A. Any legal action, suit, or proceeding to be instituted with respect to this Agreement or any transaction, instrument or document contemplated hereby, shall be brought in the Court of Common Pleas of Dauphin County, Pennsylvania, or in the United States District Court for the Middle District of Pennsylvania, as appropriate, and the parties, by execution and delivery of this Agreement, irrevocably submit to such jurisdiction.

15. **COMPLETE AGREEMENT.** This agreement expresses the complete agreement between the parties who intend to be legally bound hereby. There are no other understandings or agreements, oral or written, unless attached or included by reference herein.