

## Scope of Services — Family-based, Individual, Permanent Resident

This document outlines the relationship between IMMIGRATION SUPPORT SERVICES (called “ISS”, “we” or “our”) and you (called “you” or “your”), for the purpose of preparing necessary documentation to obtain an appropriate immigration visa or status for you.

1. **IMMIGRATION SUPPORT SERVICES.** ISS agrees to be an agent for you and you agree to have ISS be your agent in: Applying for an immigrant and/or non-immigrant Visa(s) to the United States for you and derivative immigrant and/or non-immigrant visas for your spouse and children, if any. For the duration of your case, you appoint, empower, and authorize ISS to act as your authorized agent and attorney in fact for the limited purpose of preparing United States Citizenship and Immigration Services (USCIS) Immigrant petition(s), which includes securing and authorizing the services of our legal services vendor, the Law Offices of Kendra S. Elliott, Esq. In conjunction with our legal services vendor, ISS will also prepare other documents and take other actions as necessary, which ISS and its legal services vendor, in their sole discretion, may deem appropriate to satisfy its obligations under this agreement.

2. **OUR DUTY TO KEEP YOU INFORMED.** ISS shall keep you fully informed about the status of your case(s) by furnishing you with copies of all relevant written materials, 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 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 your case(s), including, but not limited to changes in travel history, employment, marital status, and address or telephone number. **You have a special obligation to inform us of any and all facts known to you that may prevent your immigration to the United States** (such as your 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. **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.

6. **POTENTIAL DELAYS and PARALEGALS.** You also understand that the USCIS has 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.

7. **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 you and specific visa submittal. ISS will not charge you for normal office functions required in fulfilling the terms of this letter. You agree to pay each invoice when it is

received and failure to do so will hamper our ability to proceed with your case. Additional fees may be charged for government procedure or form changes that may occur while a petition is in process This fee does not include certain other costs. These costs are explained in paragraph 8 below.

8. **CLIENT PAID COSTS.** In addition to the fees presented in paragraph 7 above, you will be responsible for some, but not all, of the costs incurred in your case. Costs for which you are responsible typically include USCIS filing and fingerprinting fees, medical examinations, photographs, translation services, travel expenses to the USCIS office (if necessary), etc. Unlike the ISS fees in paragraph 7 above, these costs are only **estimated**. Actual costs may include other items not shown on the Schedule 1.

9. **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.

10. **FAILURE TO PAY FEES OR COSTS WHEN REQUIRED.** If you do not pay fees within the terms of the invoice, we are not obligated to continue working on your case. If we do not proceed with your 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.

11. **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.

12. **SERVICES NOT INCLUDED IN THIS AGREEMENT.** This agreement does not include Motions to Reconsider, or 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. **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.

14. **COMPLETE AGREEMENT.** This letter expresses the complete understanding 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.