



The Law Firm of Sam Shihab & Associates (Law Firm) is pleased to offer this Engagement Agreement. Please carefully review the Terms and Conditions, and if acceptable, check the appropriate box agreeing to the terms and make the appropriate payment.

#### Terms and Conditions.

The legal fees are for the time and expertise required to provide the service outlined in the scope of service. These fees are based in part upon our experience as to the complexity of the task and the amount of time required to accomplish the task. The fees you are paying today do not include filing fees, services for responding to Requests for Evidence, or attending interviews at USCIS unless enumerated separately and specifically in the scope of services. As these events may or may not occur, such costs will be evaluated separately on a case-by-case basis if the need arises. Requests in addition to the flat fee services outlined in the scope of services will be subject to additional legal fees. These additional services shall be billed at the attorney's standard hourly rate of \$350.00 for a senior attorney, \$300.00 for an associate attorney, and for Paralegals at \$150.00. All such additional costs shall be preapproved by you, the client, in writing or by email.

If it appears that the time that we must expend to complete your case will substantially exceed this expected time, we will discuss a revision to this fee agreement with you. In our experience, a revision of the fee agreement is unlikely to occur unless there is a significant change in the facts of the case or existing immigration laws.

In addition to legal fees, you are also responsible for costs, expenses such as government filing fees, express delivery, and certified postage charges, toll telephone calls, photocopying, notary fees, translations, and travel expenses. The out-of-pocket expenses estimated and listed in our miscellaneous expense line item covers all necessary copies, US express delivery charges, but do not cover any translation fees, travel or international mail or the firm issuing filing fee checks on your behalf. Such services will be assessed separately unless expressly itemized in our Scope of Services Email. Please note that presented documents must be submitted in English or translated to English.

Dual representation is normal in immigration matters, and there are no known conflicts now. You fully understand the potential conflicts of interest may arise that were not initially anticipated if we represent you and your employer. For instance, if the employer ('Employer') whom we represent terminates you, your spouse or your parent's (yourself, spouse or parent collectively or separately hereinafter referred to as "You" or "Your"), or You decide to leave the Employer, or if You become ineligible for immigration benefits, a conflict may arise which would prevent the Law Firm from continuing of Your representation without breaching its duty to the Employer. Specifically, if You plan to leave the Employer before or after You obtain the immigration benefit and relay this information to anyone at the Law Firm, You understand that the Law Firm cannot withhold this information from the Employer, nor can the Law Firm continue to represent You in any immigration matters without the express consent of the Employer. To the extent that the representation by the Law Firm of the Employer also involves a representation of Your interests, You voluntarily and freely consent to such representation.

At the conclusion of this matter, we will retain an electronic copy of your legal files for a period of two years. At the expiration of the two-year period, we may destroy these files unless you notify us in writing that you wish to take possession of them. We reserve the right to charge administrative fees and costs associated with researching, retrieving, copying, and delivering such files. Our office does not keep or store original documents of any type. If you believe you have given our office

any such originals, you should retrieve them prior to the conclusion of the case.

It is expressly acknowledged by you that this law firm has not made any warranties or representations to you, nor have we given you any assurances as to the favorable or successful resolution of your claim or defense of the action referred to above; nor as to the favorable outcome of any legal action that may be filed. All of this law firm's expressions relative to your case are limited only to estimates based upon our experience and judgment and are only our opinion. Such expressions should not be considered as representations, promises, or guarantees of results. In Immigrant visa petitions, it is the beneficiary's responsibility to track their priority date by consulting the DOS or USCIS Visa Bulletin pages or other government publications and contact our Firm once their priority date becomes current for further processing of their case. This Engagement Agreement supersedes any prior retainer agreement with the firm.

In the interest of facilitating our services to you, we may communicate with you or others by email, facsimile transmission, send data over the Internet, store electronic data via computer software applications accessed via the Internet, or allow access to data through third-party vendors' secured portals or clouds. Electronic data that is confidential to your case may be transmitted or stored using these methods. In using these data communication and storage methods, our firm makes reasonable efforts to keep such communications and data access secure in accordance with our obligations under applicable laws and professional standards. You recognize and accept that we have no control over the unauthorized interception or breach of any communications or data once it has been sent or has been subject to unauthorized access, notwithstanding all reasonable security measures employed by us or our third-party vendors. The firm owns all electronic records or databases created in its case management system. You consent to our use of these electronic devices and applications and the submission of confidential client information to third-party service providers during this engagement.

By signing your name electronically or by checking on the box agreeing to the terms or conditions, whichever is applicable, the client (I or my) agree that the checking of the box acknowledging that you have read and agreed to our terms and conditions, electronic signature, or initials will be the electronic representation of my signature and initials for all purposes when I (or my agent) use them on envelopes, including legally binding contracts – just the same as a pen-and-paper signature or initial.

All Fees paid are earned upon receipt. Reasonable refund may be due to the client in the event the assignment was not completed for any reason. Notwithstanding the forgoing, the attorney abides by all applicable Rules of Professional Conduct.

The Law Firm scope of our service to you is detailed in the body of the electronic form through which payment is made and hereby is fully incorporated herein and is made part of the retainer agreement and it defines the scope of our service obligation to you.

Alternatively, the scope of services may also be contained in a prior email you have received from the firm (Email). If the scope of services is detailed in an Email, it will be clearly identified as “Scope of Services” and the email will contain a unique “Quote Number.” In this event, at the time of completing the payment and electronically signing the retainer agreement, we are requesting that you enter the same Quote Number on the electronic engagement agreement form to identify the applicable Scope of Services. By doing so, you are agreeing that the content of the last Email you received containing the scope of services and the Quote Number are incorporated in this retainer agreement as if fully written herein and is made part of the retainer agreement and it defines the scope of our service obligation to you.

Notwithstanding the prior paragraph, in certain situations, multiple service options are offered in the Scope of Services Email with multiple payment options. Normally they are identified “Scope of Services 1”, and “Scope of Services 2.” These options may be offered as alternative services or as add on services with separate attorney fees identified for each service. While the scope of services Email contains only one unique

Quote Number, It is understood that the scope of services that the Law Firm is obligated to perform are only the options for which payment is actually prepaid. As for options for which payment is not made, they are not part of the scope of services obligations of the Law Firm. For example, if the Scope of Services Email which contains a unique quote number offers two service options: Option one scope of service is to file Petition A for a fee of X dollars, and option two is an additional optional service to file Petition B for a fee of Y dollars. By entering the unique Quote Number on the electronic form and paying only X dollars, the Law Firm is only obligated to provide services for filing Petition A. The firm in this example is not obligated to file Petition B for which payment is not made. Alternatively, if you pay the sum amount of X plus Y, then the firm scope of service would be to perform filing Petition A and Petition B. The Law Firm is not offering payment plan and our obligation are limited only to the services for which pre-payment is fully made.

By signing and/or agreeing to the terms and conditions, you agree that any unpaid or uncollected fees (for example if electronic payment is dishonored) are due upon invoice receipt. Invoices not paid within 30 days will be ASSESSED FINANCE CHARGES OF 1.5% PER MONTH (ANNUAL PERCENTAGE RATE 18%) from the date of the invoice until it is paid. In the event, payment is not made in a timely manner and collection efforts are required, you agree to reimburse the firm for Court costs and attorney fees incurred in the collection of any unpaid money due and owing to the firm that is reasonably incurred, whether the firm uses outside counsel or its own staff as counsel. You acknowledge that this agreement is governed by Ohio laws and that Franklin County courts shall have full jurisdiction over any fee dispute. If payment is made for less than any of the options delineated in our Email, an attorney client relationship will not be established until you complete the payment.

We promise that your case will be expedited, and that performance of all services will be conducted in accordance with the highest legal, professional, and ethical standards.