This AGREEMENT is entered into as of Click here to enter a date., in New York, NY, between Click here to enter text.("Client") and Scott Legal, P.C., of 40 Worth Street, Floor 10, New York, NY, 10013, United States ("Counsel").

I) SCOPE OF ENGAGEMENT

A. Client has engaged Counsel to undertake the legal representation of Client in a matter ("Matter") described in Appendix 1, which forms a part of this Agreement.

B.Client agrees to or agrees to perform the following functions:

1. To cooperate fully with Counsel and to provide all information known by or available to Client that may aid Counsel in representing Client in this Matter.
2. Client understands that while Counsel will do everything it can to secure a positive outcome, Counsel cannot guarantee any particular outcome and has not advised or provided an opinion to Client about the likelihood of success. Moreover, all fees are due regardless of the outcome.
3. To complete questionnaire and answer other questions as appropriate. Client understands that **Counsel will take 10 – 15 business days to complete the application after ALL of the information has been provided to Counsel. If Client requires the file completed faster, Counsel offers a Premium Processing service of 5 business days for $1,500.**
4. **Client understands that Counsel cannot and has not guaranteed the time a Consulate will take to process an application and schedule an interview. After the visa application has been submitted, Client has been advised NOT to book any flights to travel to the U.S. until their Visa has been approved and issued as Counsel does not have control over Visa processing time.**
5. To provide clear and organized documentation and upload all documentation to the client portal. Client agrees to only provide Counsel with information that is asked for.
6. Client understands that Counsel will not start a review of the documentation in MyCase until **ALL** of the information has been uploaded. **Client will email Counsel** once Client believes that all information has been uploaded to MyCase and the questionnaire has been uploaded.
7. Client understands that one of the E-2 visa requirements is that the U.S. entity must be owned at least 50% by a national from a Treaty country and that this ownership structure must be maintained during the full-term of the E-2 visa.
8. Client understands that an E-2 investor or E-2 employee can only work for the E-2 business. Client also understands that an E-2 spouse must obtain work authorization prior to working in the U.S.. Client understands that E-2 dependent children are not permitted to work in the U.S..
9. Client understands that actual expenditures should be at least $15,000 for one investor (and usually much more) as the Government requires a substantial amount of funds at risk. $15,000 is a reference point but this is a very low expenditure amount that may only be acceptable at certain Consulates and for a service business that had low start-up costs. Client also understands that working capital should also be included in the investment amount and this amount depends on the type of business. Client has been advised that although Counsel has processed E-2 visas with a total investment amount of $50,000 in the past, this is a very low investment amount and will not work for all consulates or businesses. Also, Client understands that past results do not predict future outcome. Also, Client understands that the success of the case and the required investment amount is also dependent on the other parts of the E-2 case and a low investment amount of $50,000 is the exception rather than the rule. Client understands that while some consulates may accept lower investment amounts, most E-2 visas have investment amounts that exceed $100,000 and Counsel cannot predict what investment amount a Consular officer or USCIS will find acceptable in a given situation.
10. If the Counsel is representing multiple Clients jointly in this Matter, it is each Client's responsibility to advise Counsel if any information concerning the Matter is confidential and is to be withheld from the other Clients. Otherwise, all relevant communications received from any Client in this Matter will be fully disclosed to the others. If such situation arises, Counsel will advise the other Clients that a confidence exists (without divulging it) and will determine if any of the other Clients has any objections to the Counsel receiving, retaining, and withholding from them such information. The Counsel retains the right to withdraw from representing any one or more of the Clients involved if in the sole discretion of such Counsel a conflict of interest arises by reason of such confidences that mandates such withdrawal.
11. To pay Counsel for the performance of such legal services, and to pay for all expenses incurred in connection therewith, as specified in Section II below.

II. LEGAL FEES AND EXPENSES

A. The Client and Counsel agree that the following method is to be used for determining the legal fees:

1. Client agrees to pay Counsel fees for the services described in Appendix I in accordance with the fees outlined in Appendix 1. Payment of $3,500 will be made when this agreement is signed & the remainder will be paid three weeks before the petition is ready to be filed when questionnaire is returned. Payment of $2,500 is required if a new employee is being added after registration or additional investor. Payment of $4,000 is required for renewal applications. The amount is increased on signing to $5,000 or $7,500 if Client decides to engage Counsel to set up the business entity, develop the business plan or Client requires 2 E-2 visas (Employee, Investor or Spouse). These amounts do not include government filing fees or other possible out of pocket costs. If client decides not to continue with the E-2 visa after the deposit is paid, Counsel will charge Client for work based on an hourly rate of $395 - $495 per hour. If Client requires a file completed faster than 10-15 business days, Counsel offers a premium processing service of 5 business days for a fee of $1,500. The $1,500 is a minimum fee once Counsel has started processing Client’s application and must be paid in advance. Fees include two hours of time related to requests for evidence (RFE) from the U.S. Government. Any fees for requests for evidence in addition to 2 hours must be paid in advance before work starts on an RFE.

2. Client further agrees that any services beyond those described in Appendix 1 will require a separate agreement or an amendment of this Agreement.

B. In addition to legal fees, Counsel will be entitled to payment or reimbursement for other expenses and disbursements incurred in connection with this retention. (eg. Postage, courier, printing, etc.) Client agrees to reimburse or pay Counsel for any fees incurred on his/her behalf or Client will pay those fees directly. Counsel may use his staff or other counsel to perform tasks related to this Matter.

C. Fees collected will be deposited in Counsel’s operating account.

III. GENERAL MATTERS

A. *Information to be Made Available to Client.* Counsel agrees to assert a diligent effort to assure that Client is informed at all times as to the status of the Matter and as to the courses of action that are being followed, or are being recommended, by Counsel. Counsel agrees to make reasonably available to Client for reading in Counsel's office or on the Client portal all written or electronic materials sent or received by Counsel pertaining to the Matter. Copies of such materials will be provided at Client's request and at Client's expense where such an out of pocket expense exists.

B. *Communications.* Counsel has assumed in accepting this engagement that he is permitted to communicate with you in person or by telephone, through the Client portal, first-class mail, fax or e-mail. The Counsel will use his best efforts to ensure that all of such communications are properly addressed and that confidential information is treated as such. While the Client portal employs encryption and other special security, we have not employed these features on regular email. If you require special exceptions to Counsel’s general communications policy, now or in the future, please notify Counsel promptly.

C. *Conflicting Engagement.* Counsel agrees not to accept, without prior approval from Client, any engagement known by Counsel to be in direct conflict with the interests of Client in this Matter. If, in the course of representing multiple clients, Counsel determines in its sole discretion that a conflict of interest exists, Counsel will notify all affected clients of such conflict and may withdraw from representing any one or more of the multiple clients to the extent such a withdrawal would be permitted or required by applicable provisions of the State of New York or New Jersey Code of Professional Responsibility.

D. *Effort and Outcome.* Counsel agrees to use best efforts in representing Client in this matter; however, Client acknowledges that Counsel has given no assurances regarding the outcome of this Matter.

E. *Commencement of Representation.* Representation of Client by Counsel in this Matter will not commence until Counsel receives a copy of the Agreement signed by Client and any retainer payable at the outset of this representation is in fact paid by Client.

F. *Termination of Representation.* You shall always have the right to terminate our services and representation upon written notice to the firm. Such termination shall not relieve you of the obligation to pay for all services rendered and costs or expenses paid or incurred on your behalf prior to the date of such termination. Upon termination, any unused portion of any existing advance will be promptly returned to you. Similarly, we reserve the right to terminate and/or withdraw from our representation if, among other things, you fail to honor the terms of this engagement letter, fail to communicate with us, fail to cooperate or follow our advice on a material matter, or we discover any fact or circumstance that would, in our view render our continuing representation unlawful or unethical. If Client or Counsel elects to withdraw, Client agrees that he/she will take all steps necessary to free Counsel of any obligation to perform further, including the execution of any documents necessary to complete our withdrawal, and Counsel will be entitled to be paid for all services rendered at an hourly rate of $395 - $495 plus costs and expenses paid or incurred on your behalf through the date of such withdrawal. Any unused retainer will be returned to client after 30 days and within 60 days of the termination of the engagement.

G. *Disposition of Files at the Termination of the Engagement.* Once our engagement in this matter ends, you may thereafter, subject to applicable ethical and attorney compliance rules, direct us to return, retain or discard some or all of the documents pertaining to the engagement. If you do not make a request within sixty (60) days, you agree and understand that any materials left with us after the engagement ends may be retained or destroyed at our discretion. Notwithstanding the foregoing, and unless you instruct us otherwise, we will return and/or preserve any original wills, deeds, contracts, promissory notes or other similar documents, and any documents we know or believe you will need to retain to enforce your rights or to bring or defend claims.

You should understand that “materials” include paper files as well as information in other mediums of storage including voicemail, email, printer files, copier files, facsimiles, dictation recordings, video files, and other formats. We reserve the right to make, at our expense, certain copies of all documents generated or received by us in the course of our representation. When you request copies of documents from us, copies that we generate will be made at your expense. We will maintain the confidentiality of all documents throughout this process.

Our own files pertaining to the matter will be retained by the firm (as opposed to being sent to you) or destroyed. These firm files include, for example, firm administrative records, time and expense reports, personnel and staffing materials, and credit and account records. For various reasons, including the minimization of unnecessary storage expenses, we reserve the right to destroy or otherwise dispose of any documents or other materials retained by us within a reasonable time after the termination of the engagement.

H. *Complete Integration, Binding Upon All Parties.* This Agreement contains the entire agreement between Client and Counsel regarding this Matter and the fees, charges, and expenses to be paid relative thereto. This Agreement shall not be modified except by written agreement signed by Client and Counsel. The Agreement shall be binding upon Client and Counsel and their respective heirs, executors, legal representatives, and successors. Client acknowledges that Client has read and understands this Agreement and understands that this Agreement is a legal, binding contract.

I. *Statement of Client Rights.* Client will be provided the Statement of Client Rights which will be uploaded to Counsel’s practice management software that Client will have access to.

J. *Arbitration.* If a dispute arises between us relating to my fees, you may have the right to arbitrate the dispute pursuant to Part 137 of the Rules of the Chief Administrator of the Courts, a copy of which will be provided to you upon request.

If this correctly states your understanding of our Agreement, please **electronically** sign and return it to us. **Please make sure that your name or company name and the date is on the first page in the space provided**. Please email this signed Agreement or mail this signed Agreement to 40 Worth Street, Floor 10, New York, NY, 10013 along with a check made out to Scott Legal, P.C.. (either $2,500, $3,500, $5,000 or $7,500 depending on the type of visa or how many services you are opting for). We can also provide wire instructions if that is more convenient. If Client paid a $250 consultation fee, the fee will be applied towards the final bill. Payment with credit or debit card is also available and is subject to a 3% merchant fee. Please do not hesitate to contact us if you have any questions.

Sincerely,

/s/Ian E. Scott

President, Ian E. Scott, Esq.

Agreed and Accepted

Client Sign Here: Click here to enter text.

Date: Click here to enter a date.

**Appendix 1**

Counsel will perform the following legal services relative to the Matter:

**Services Included**

1. Provide Client with advice and counsel regarding an E-2 Visa petition/application including guidance and training throughout the various phases along with answers to ongoing questions throughout the process.
2. Review of various previous petitions filed by applicant.
3. Prepare and file the E-2 Immigration petitions for Client including compilation of binders and documentation and cover letters needed for the Visa.
4. Completion of DS-160 and other Visa petition forms as needed.
5. Consular interview preparation
6. Review and comment of business plan and other Visa related documents (e.g. business entity set up documents) and incorporation of any Visa specific language that is required.
7. Respond to requests for evidence from the U.S. government up to 2 hours.

**Fees**

**E-2 Visa - $5,500 - $6,500** (For one Investor E-2 Visa (or E-2 registration for a company) $5,500 will usually apply unless any of the following circumstances exist; i) the Client does not follow the detailed instructions in the questionnaire, ii) the case has a complex source of funds, iii) the investment documentation is disorganized or complex. Please note that the instructions are designed to ensure that the files are organized such that we can offer a $5,500 fee. There is a $2,500 additional fee ($4,000 if we did not process the original E-2 application) for each E-2 Employee Visa (Manager/Executive or Specialist) if needed after a company has been registered, or if processed at the same time as the registration, or an additional Investor is applying for the E-2 visa. E-2 visa renewals - $4,000 for the E-2 investor and are subject to exclusions below. Visas for family members are billed at $750 for spouse (includes the filing of one work authorization form) & $250 per child. Please note specific exclusions:

**Excluded**

* Filing and application fees
* Courier/Postage costs and other out of pocket costs
* Business Plan Development or any contract drafting
* Request For Information in excess of 2 hours (At times Cases receive a request for information from the U.S. Government – work on these questions is billed at the hourly rate described below – 2 hours of review and or update of documents based on informational requests is included in the above fee)
* Consular Visit (We do not attend the consulate with you)
* Business Entity Set Up
* Website Set Up
* Tax advice including EIN set up
* Accounting Services
* Visa issues that stem from previous visa violations
* Fees are not dependent on the success of the petition
* Filing of other Visa petitions
* Anything not explicitly included in the “Services Included” section above

**Other Services**

We can also help you with the following for additional fees:

* Development of Business Plan - Flat fee of $2,500. The business plan is developed based on information provided by the client and client must complete a business plan questionnaire and provide all relevant information so that the plan can be created.
* Business Entity Set-Up – fees as per website and fees vary by State. ($2,250 for standard business entity set-up - $750 reduction if Client hires Counsel for E-2 Visa, Business Plan and Business Entity Set-Up) Services include the following:
	+ Assessment of the pros and cons associated which different legal entities (LLC or Corporation)
	+ Filing of certificate of organization or articles of incorporation
	+ Drafting of Bylaws if Corporation
	+ Drafting of single member operating agreement if LLC
	+ Drafting of stock or membership unit certificate
	+ Registered agent set-up if required
	+ EIN set-up if Client is a non-resident without a Social Security Number (SS#). If Client has a SS# then Client will do the online filing independently.

Fees **exclude** any tax related work except EIN set up and do not ever include filing fees, bank account set up or the publication requirement if LLC. (Publication fee, if required, is $500 and is not included in the $2,250 fee). Business entity set up does not include any licensing or other local regulatory requirements that may exist.

* Other services as needed are billed at a rate of $395 - $495 per hour.

If you decide not to go ahead with the petition after paying the retainer, you will only be billed based on work performed at a rate of $395 - $495 per hour and the remainder of your retainer (if any) will be returned to you. Also, after the retainer is paid and the engagement letter has been signed, Client will receive a questionnaire and guidance on the required documentation that has to be pulled together.