



July 29, 2018

L-1A Retainer Agreement

元合律师事务所法律服务合同

This ATTORNEY-CLIENT AGREEMENT (“Agreement”) is made between _____ (“Client”) and Jun Wang & Associates, P.C. (“Attorney”) on the undersigned date. The parties agree as following:

此法律服务合同由_____（以下简称“客户”）与元合律师事务所（以下简称“律师”）于下述日期共同签订。客户与律师就下述事项达成协议：

1. Scope of Service: Client retains Attorney to prepare and file I-129 L-1A visa application for _____ (“Beneficiary”).

服务范围：客户同意聘请律师代理为_____（受益人）申请L-1A 签证。

2. L-1A Legal Fee: The initial attorney’s fee is \$4,000, payable to “Jun Wang & Associates, P.C”. Client agrees to pay such at the time of signing this agreement. This legal fee doesn’t include filing fees and fees for any further service, such as appeal, business plan and document translation. Upon approval of I-129 petition, Client agrees to pay remaining \$4,000 legal fee, plus additional fees (if applicable).

律师费：客户同意在签订此合同时支付最初律师费 4,000 美元给“Jun Wang & Associates, P.C.”。此费用不包括申请费以及其他服务，例如上诉，商业计划书和文件翻译。当此 I-129 申请得到批准后，客户同意支付尾款 4,000 美元的律师费及附加费用（如有）。



3. Request for Evidence fee: In the event the USCIS issues a request for evidence (“RFE”) due to the insufficiency of materials provided from Client’s end, for which Attorney has already forewarned Client or is reasonably unforeseeable at the time of submission; Client hereby agrees to furnish additional attorney fee in the amount of \$2,000 for the service rendered in connection with the preparation of RFE package. However, the Attorney has the sole discretion to waive or reduce such fee in the event the material requested by the USCIS as well as the anticipated working hours is considered *de minimis*.

回复补充材料要求费用：如美国移民局发出补充材料要求（Request for Evidence，或 RFE），则客户同意支付\$2,000 美金作为律师回应该要求的服务费用。该费用只适用于律师已提前建议客户，而客户仍未能提交充分材料的情形，或该补充材料要求是由于递交时合理不可预见之原因而引起。然而，律师有权根据回复补充材料要求的工作量决定是否减免这一费用。

4. Modifications: This Agreement incorporates all prior agreements and understandings. Any modification of this agreement must be in writing and signed by Client and Attorney.

合同修改：此合同为最终合同。如果有任何修改需采用书面形式并经由合同双方共同签字。

5. Guarantees: Attorney agrees to use due diligence in furthering Client’s best interests under the laws. Attorney is liable to Client for negligence or incompetence. However, Attorney makes no guarantee of the outcome of the case. Client agrees to cooperate with attorney, provide necessary information and materials and seriously consider attorney’s reasonable advice.

Client’s Initial: _____ Attorney’s Initial: _____

保证：律师将会认真努力办案并在法律许可的范围内为客户争取最大利益。律师对因疏忽和失职所造成的损失对客户负责。但是，律师不保证案件的结果。客户同意与律师密切配合，提供案件所需的信息和材料，并认真考虑律师提出的合理建议。



6. Termination: Both Client and Attorney have right to terminate this Agreement at any time. Once the Agreement is terminated, Attorney would return Client all files belonged to Client upon Client's request. If Client withdraws the nonimmigrant petition from the USCIS, or withdraws attorney's representation any time before Attorney has submitted the same to the USCIS, each case will be charged a minimum of \$500 administrative costs. In addition, attorney's work will be charged at \$250 per hour for services that have been provided and refund any unused portion of prepaid legal fee to Client. Each email or phone communication will be charged at least 30 minutes for an interval, and each letter revised will be charged at least one hour of work.

If Client withdraws the nonimmigrant petition from the USCIS or withdraws attorney's representation any time **after** Attorney has submitted the same to the USCIS, Attorney's representation is complete and Client must immediately, without demand, pay Attorney the remaining balance. In the event of a fee dispute between Client and Attorney involving amounts from \$1,000 to \$50,000, Client shall be entitled to arbitration in accordance with Part 137 of the Chief administrator Rules.

合同终止：合同双方均有权在任何时间终止此合同的履行。合同一旦终止，律师将应客户的要求退还属于客户的一切材料。在律师向美国移民局递交非移民申请前，如果客户要求撤回申请或终止此合同，律师将按每个案件向客户收取最少 500 美元的行政费用。客户需按每小时 250 美元的标准对于律师已经提供的服务支付律师费。律师将退还客户事先支付但未用的剩余款项。客户与律师之间的每次邮件或电话联系将视为已经提供至少 30 分钟的服务，律师修改的每一封信件将视为已提供至少 1 个小时服务。

在律师向美国移民局递交非移民申请并已收到申请回执后，如果客户要求撤销申请或终止此合同，律师的代理服务视为完成，客户应立即缴清剩余尾款。如双方涉及 \$1,000 美元-\$50,000 美元之间的费用争议，客户有权利依据 Chief Administrator Rules 第 137 部分进行仲裁。



7. Filing Fees: Client agrees to pay all filing fees to “U.S. Department of Homeland Security” at the time of filing. The fees include Filing Fee \$460 and Fraud Detection Fee \$500. In the event the Client decides to expedite the application via premium process, the Client shall remit additional \$1,225 for premium process service to the USCIS.

申请费：客户同意在提出此申请时支付所有申请费给美国国土安全部。申请费包括基本申请费 460 美元和反诈欺费 500 美元。如果客户决定要将申请加急，则需另行支付 1,225 美元移民局加急费。

8. Additional Fees: by checking the box below, Client has indicated its decision to elect additional service(s) provided by Attorney, and agreed to furnish the fees quoted herein:

附加费用：通过勾选以下服务，客户同意增选附加服务，并按照约定方式支付相关费用：

- Translation : \$2,000+; due upon signing of this Agreement;¹

翻译：费用为\$2,000 美元起；于签订本协议时支付；

- Business Plan: Ranging from \$2,000-5,000 as it varies case by case; of which \$2,000 is due upon signing of this Agreement and the remaining balance shall be paid when the draft is finalized and before the USCIS submission.

商业计划书：费用为\$2,000-\$5,000 美元视实际情况而定；前期支付费用为\$2,000 美元，于签订本协议时支付，余款应在草案定稿并提交移民局前支付。

¹ \$2,000 is for standard translation document fee estimated based on other similar L-1 petition preparations. If the anticipated volume is greater than usual, Attorney shall provide Client a quote in advance so that the Client may decide how to proceed. 根据本所以往处理相似 L-1 案件的经验估算，基本翻译费用为两千美元。如有大量文件需要翻译，则律师会事前给客人提供报价以备选择，并由客户自行决定是否委托本所进行翻译。



- Incorporation service: \$3,000; this service includes forming US business entity, drafting necessary legal instruments to demonstrate the affiliation of US and foreign business entities in compliance with L-1A requirement.

公司成立注册及相关文件：费用为\$3,000 美元；此项服务包含注册美国公司，起草必要的法律文件，以证明美国和外国商业实体符合 L-1A 要求。

Client may also choose to add any additional services at a later date, at which time a separate agreement or invoice shall be executed to reflect such election.

客户也可选择在日后增加任何附加服务，届时律师将另行签订协议或开具单据为凭。

9. This Agreement is writing in both Chinse and English language; in case there is any conflict between the Chinese and the English version, the English version shall prevail.

此协议为中英对照，若有冲突，以英文版本为准。

THE ABOVE TERMS ARE UNDERSTOOD AND ACCEPTED BY THE UNDERSIGNED.

我理解并同意接受以上全部条款。

_____(客户签名)



_____ Jun Wang & Associates, P.C.

_____ Date (时间)

_____ Date (时间)