

ATTORNEY-CLIENT LEGAL SERVICE AGREEMENT

法律服务协议

This ATTORNEY-CLIENT AGREEMENT ("Agreement") is entered into by and between _____ (Client) and Law Offices of Deacon Zhang, P.C. (Attorney).

本法律服务律师代理协议（“协议”）由_____（客户）和张大钦律师事务所（律师）签署。

1. **SCOPE AND DUTIES:** Client retains Attorney to provide legal services in connection with the filing of an original I-140 immigration petition under the employment based 2nd preference – (National Interest Waiver) to the USCIS.
服务范围及职责：客户委托律师就第二优先类-国家利益豁免（I-140）向美国移民局提交申请。

For EB2 NIW I-140 immigration petition, Attorney's duties include:

关于第二优先类国家利益豁免 I-140 移民申请，律师的职责包括：

- Design the right approach to your petition;
规划合适的申请方案；
- Review English translation and do quality control on the translation
校阅 NIW 案件有关的英文翻译文件并做质量把关；
- Review and edit your draft recommendation letters to tailor them to fit your NIW petition; Draft three recommendation letters in English based on the information provided to us.
根据国家利益豁免申请的要求，审阅及修改客户提供的推荐信草稿；根据客户提供的信息，必要时起草三封英文推荐信；
- Guide you to collect all the documents and information needed for your NIW petition;
指导客户收集所有特殊人才申请所需的文件和信息；
- Organize all the required documentation for your NIW petition, including the signed recommendation letters;
整理国家利益豁免申请所需文件，包括由推荐人签名的推荐信；
- Draft the petition letter that explains how the evidence proves that you should qualify for a National Interest Waiver;
起草申请信向移民局说明客户的条件符合国家利益豁免的要求；
- Submit the completed petition materials to the proper USCIS Service Center;
将完整的申请文件提交给相关的移民局部门；
- Work with you to respond RFE (request for additional evidence), if there is one;

如果移民局发出补件要求，和客户一起根据移民局补件要求作出回应；

- **Contact the USCIS for the status inquiry of your pending case.**
就客户案件的进展情况联系移民局。

This Agreement does not obligate Attorney to provide services in any appeal to any administrative board or judicial courts, or accompany Client on visa interview.
本协议下，律师没有义务代理客户提起上诉，也没有义务陪同客户参加移民面试。

Client is responsible for the English translation of foreign documents.
所有非英语的材料，由客户负责将其翻译成英语。

2. GUARANTEE OF PROFESSIONAL COMPETENCE: Attorney agrees to use due diligence in furthering Client's best interests under the laws. Attorney is liable to Client for Attorney's gross negligence or incompetence.

律师专业能力保证：律师同意在法律允许的范围内，以客户利益为重，提供尽职服务。律师因严重职业疏忽或不称职而对客户造成的损害承担责任。

Attorney shall keep Client's information and data strictly confidential and use them solely for immigration petition purpose. Without Client's written consent in advance, Attorney shall not use Client's data and information for other purpose or disclose them to any third unauthorized party.

律师对客户的信息资料严格保密。客户信息资料仅限于移民申请专用。没有客户事先书面授权，律师不能把信息资料泄露给任何第三方或用作其他用途。

3. LEGAL FEES: Client agrees to pay Forty Thousand Dollars (\$40,000) for legal services in two installments.

律师代理服务费：客户同意分两期支付共计 4 万美金（\$40,000）律师服务费。

- **Client pays first installment: Twenty Thousand Dollars (\$20,000) to Attorney as initial fee upon signing the legal service agreement.**
客户支付首期费用：与律师签署律师代理服务协议后，向律师支付 2 万美金(\$20,000)。
- **Client pays the second installment: Twenty Thousand Dollars (\$20,000) to Attorney immediately upon the EB2 NIW approval. The second installment is contingent and due only upon EB2 NIW approval.**
客户支付第二期费用：国家利益豁免 I-140 申请被移民局批准后，立即向律师支付 2 万美金(\$20,000)。只有国家利益豁免 I-140 被批准后客户方才需要支付第二期费用。
- **NO SUCCESS NO FEE POLICY:** Attorney shall refund Client, within 5 business days, the total attorney fee paid by Client if and upon the I-140 petition is denied by the USCIS. Alternatively, if Client wishes to refile the I-140 petition, Attorney shall refile the I-140 petition for Client at no charge of attorney fee

but not refund Client the attorney fee paid. If the refiled I-140 petition is eventually denied, Attorney shall refund Client, within 5 business days, the total attorney fee paid by Client.

不成功不收费政策：如果 I-140 申请被美国移民局拒绝，律师将在 5 个工作日内向客户退还已收取的全部律师费。或者，如果客户选择重新递交 I-140 申请，律师将免律师费为客户递交 I-140 申请，并不退还已收取的律师费。如果重新递交的 I-140 申请最终仍旧被拒绝，律师将在 5 个工作日内向客户退还全部已收律师费。

Exceptions: in the below situations, the refund policy shall not apply.

例外：以下情况不适用不成功就退费政策。

- All USCIS fees including I-140 petition filing fee and translation costs, are not subject to the no success no fee policy, thus shall not be refunded upon denial of the I-140 petition;
所有美国移民局收取的费用包括 I-140 申请费，和翻译费不适用不成功不收费政策，因此在 I-140 申请被拒绝后不会被退还；
- If the I-140 petition was denied due to fraud or misrepresentation of material facts or falsification of supporting documents by Client, Petitioner or Beneficiary, rather than Attorney's ineffective representation, the Attorney shall not refund Client the attorney fee paid.
如果申请被拒绝是由于客户，雇主或受益人的材料造假，重大欺诈或歪曲事实的行为，而不是律师的过错，律师将不退还已收取的费用。

4. OTHER COSTS: Client is additionally responsible for translation cost, which is estimated to be around \$2000.

另外翻译费由客户负责（约为 2000 美元）。

International shipping: \$50 each package. 国际邮寄：每次 50 美元。

5. WITHDRAWAL: If Client withdraws the immigrant 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 due of Twenty Thousand Dollars (\$20,000).

撤销代理：如果在律师已经向移民局提交了申请文件后客户撤销了移民申请或者撤销了律师代理，客户仍然必须在 I-140 被批准后支付剩余的 2 万美金(\$20,000) 律师服务费，因为律师已经完成了本合同项下约定的服务。

6. MODIFICATIONS: Any modification of the Agreement must be in writing and signed by Client and Attorney.



Law Offices of Deacon Zhang

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Phone: (626) 346-0909
Fax: (213) 270-9396

协议修改：任何对本协议的修改必须通过书面形式，由客户与律师双方签字生效。

7. PRIOR AGREEMENTS: This Agreement incorporates all prior agreements and understandings between Client and Attorney.

本协议前的其他协议：本协议包含了客户与律师所有在本协生效前的磋商与协议。

8. EFFECTIVE DATE: This Agreement shall become effective upon Attorney's receipt of the initial fee as listed in clause 3 above.

生效日期：本协议在律师收到条款 3 中提到的首期律师服务费之日起生效。

9. GOVERNING LAW AND ARBITRATION: This Agreement shall be governed and construed under the laws of the State of California. All claims and disputes arising under or relating to this Agreement are to be settled by binding arbitration in the state of California. The arbitration shall be conducted on a confidential basis pursuant to the Commercial Arbitration Rules of the American Arbitration Association. IN SO DOING, BOTH PARTIES GIVE UP RIGHTS TO A JURY TRIAL AND TO AN APPEAL, EXCEPT AS PROVIDED BY LAW. Any decision or award as a result of any such arbitration proceeding shall be in writing and shall provide an explanation for all conclusions of law and fact and shall include the assessment of costs, expenses, and reasonable attorneys' fees. Any such arbitration shall be conducted by an arbitrator experienced in US naturalization and immigration law and shall include a written record of the arbitration hearing. The parties reserve the right to object to any individual who shall be employed by or affiliated with a competing organization or entity. An award of arbitration may be confirmed in a court of competent jurisdiction.

适用法律及仲裁：本协议适用美国加州法律。因本协议产生的任何主张和纠纷将通过在加州提交仲裁解决，仲裁结果对双方均有约束力。仲裁将根据美国商业仲裁协会的仲裁规则以保密形式进行。双方均放弃诉讼和上诉的权利，除非法律另有规定。任何通过仲裁程序而作出的决定或裁决应当为书面形式，并应为所有法律和事实结论提供解释，并应包括对成本，费用和合理律师费的判定。任何此类仲裁均应由具有美国入籍和移民法经验的仲裁员进行，并应包括仲裁听证的书面记录。各方保留反对任何由竞争对手组织或实体雇用或与之有关的个人担任仲裁员的权利。仲裁裁决可以由具有管辖权的法院进行确认。

10. FILING FEES: Client agrees to pay all filing fees to Department of Homeland Security at the time of filing.

申请费：客户同意在提交申请时支付移民局要求的申请费。以下是目前申请费的金额。

- I-140 petition filing fees is \$700
I-140 申请费 700 美金

11. PAYMENT METHOD: Client can pay USD or equivalent RMB to Attorney's designated account in USA or in China.

支付方式：客户可向律师在美国或中国的指定账户支付美金或等值的人民币。



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NOTE: All USCIS fees are subject to change without notice.

注：政府申请费有可能会变化，提交申请时根据官方公布数目定。

Client's Name: _____

客户姓名:

Client's phone Number: _____

客户电话:

Client's primary email: _____

客户的常用邮箱:

Client's alternative email: _____

客户的备用邮箱:

Client's mailing address: _____

客户的邮寄地址:

Client's signature: _____

客户签名

Date: _____

日期

Attorney Signature: _____

律师签名

Date: _____

日期

Note: Please kindly make your initial attorney fee check \$20,000 payable to **Law Offices of Deacon Zhang**, and mail it with a copy of signed agreement to:

注：若您选择用支票支付首期律师费 2 万美元，请在支票上注明将律师费支付给“Law Offices of Deacon Zhang”，并将其与您签过名的律师代理服务协议一起邮寄到：

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