



WALTERS LAW GROUP
A PROFESSIONAL ASSOCIATION

LAWRENCE G. WALTERS[◊]

ROBERT J. "BOBBY" DESMOND^{◊◊}
KEVIN W. WIMBERLY[◊]

OF COUNSEL
COREY D. SILVERSTEIN^{±, ♣, ♠}

[◊] ADMITTED IN FLORIDA

[±] ADMITTED IN ARIZONA

[♣] ADMITTED IN MICHIGAN

[♠] ADMITTED IN DISTRICT OF COLUMBIA

[♣] ADMITTED IN GEORGIA

[◊] ADMITTED IN NEW YORK

195 W. PINE AVENUE
LONGWOOD, FL 32750-4104
PHONE (407) 975-9150
FAX (407) 774-6151

January 30, 2025

VIA EMAIL ONLY

xingyuanzhao@pm.me

Xingyuan "Justin" Zhao
7209 Caladium Dr.
McKinney, TX 75070

Re: Engagement of Walters Law Group

Dear Justin:

I am pleased to welcome you as a client of our firm. This letter will set forth the terms under which Walters Law Group, a professional association (the "firm"), will represent your (the "Client") legal interests, and will serve as a written confirmation of same. If you have any questions or comments regarding any of these terms, please contact us immediately, prior to execution of the document.

1. Nature of Representation: The nature of the legal services we have agreed to provide, can be described as follows:

AI chatbot platform advice.

2. Specific Limitations on Representation: n/a
3. General Limitations on Representation: Our firm is a specialty law firm, and therefore provides representation of a specific nature. Notably, while we routinely provide advice regarding U.S. law to clients throughout the nation (and the world), we do not provide formal legal advice regarding the laws of any particular jurisdiction where our attorneys are not licensed to practice. If such services are desired or become necessary, we may engage local counsel on your behalf in any

given state or country, although outside attorneys will generally require a separate fee agreement, and possibly an additional retainer deposit.

4. Litigation: Unless litigation is specifically identified in the description of services above, such services are not contemplated by this agreement or retainer deposit. In the event litigation services are desired at the trial or appellate levels, a specific litigation retainer agreement will be negotiated.
5. Retainer Deposit: A retainer deposit is the initial deposit you are required to place with us to engage our services. The retainer deposit necessary to commence representation in your matter is **\$7,500**. Generally, no services will be performed prior to receipt of the requested retainer deposit. This is a non-refundable initial retainer deposit, which will be used to pay for the legal services we provide. Retainer deposits are required due to our ethical obligations to minimize financial disputes with our clients and because we incur certain administrative and intangible costs when accepting a new client, including fiduciary responsibilities, inability to accept other work, enhanced credibility to client interactions, potential conflicts of interest, and ongoing file management. You agree that any unused portion of the initial retainer deposit will be retained by us at the conclusion of the representation and closure of the file associated with your matter. Additional retainer deposits may be requested in the future, in our discretion. Any additional retainer deposits are considered your property and fully refundable after satisfaction of any outstanding invoices.
6. Trust Account: Our trust account is a special bank account where we maintain client funds provided for payment of costs, fees, and other purposes. Money held in a lawyer's trust account is not considered property of the firm until earned pursuant to the applicable fee agreement. Transfers requested to be made into our trust account will include specific wire instructions for this account. All interest earned from money in our trust account is required to be paid to the Florida Bar by law, to help fund legal services for the indigent. Any authorized refund of trust account funds will be returned to the original sender. Payments (and overpayments of \$100.00 or less), for services already rendered or costs incurred are deposited in our standard operating account, not our trust account.
7. Fees & Costs: Our services are generally billed on an hourly basis, at our standard hourly rates, unless other arrangements have been made in advance. A schedule of our current hourly rates for our billing professionals is attached as Schedule A to this letter. These rates are subject to change in the future. As legal professionals, our time is our primary commodity. Therefore, we charge for all time associated with representing your legal interests, including emails, chat sessions, telephone/video conferences, research, and court appearances, but excluding administrative or clerical tasks and billing communications. Any estimates of fees provided in advance are not binding, and not to be considered "flat fees" or fee caps, absent separate written agreement. Various out-of-pocket costs are billed in

addition to attorneys' fees. These costs include, but are not limited to, travel expenses (including upgradable or business class air fare, ground transportation, parking, accommodations, meals and related expenses), large copy jobs, court reporter fees, filing fees, overnight delivery costs, couriers, e-discovery compliance services, expert witness fees, investigators or investigative reports, outside research, contract attorneys, computer database access, credit card processing fees, wire transfer fees, etc. We reserve the right to request advance payment of costs exceeding \$100 to any vendor. Unless other arrangements are made, third party expenses (such as consultants, local attorneys, analysts, and other professionals or service providers' charges) will be billed directly to you and will not be our responsibility. When agreed, the Firm's payment of third party invoices ("Disbursements") is undertaken strictly as a convenience to clients and we do not assume any liability for such Disbursements nor the services/products associated with such Disbursements. To comply with our ethical due diligence obligations, you agree that, upon entering into this agreement, you authorize the firm to generate and review public records information relating to you and/or your affiliated corporate entities, to the extent allowed by law, and that the firm will charge a fee of \$100 per report generated, at the onset of the matter, and periodically as necessary during the course of our representation.

8. Trademark Work: Our firm maintains an extensive trademark application and enforcement practice. In order to apply for one or more trademarks on your behalf and serve as the attorney of record for the application(s), we will send you a Trademark Questionnaire requesting some initial information and grant of authority to act as your representative before the United States Patent and Trademark Office ("USPTO"). Most trademark applications are billed on a flat fee basis, inclusive of attorneys fees and costs. You agree that any fees and costs required for trademark work will be invoiced separately from our general legal services and paid before commencement of work. Unless separately agreed in writing, trademark application fees and costs are not included in the initial retainer deposit set forth in paragraph 5. Additional legal services and costs may be required after the filing of a trademark application, and you agree to be responsible for such legal fees billed on an hourly basis, along with any out-of-pocket costs. Our firm will serve as attorney of record for any USPTO trademark application or registration for as long as you are a Client in good standing with our firm. You agree to keep us advised of any changes in your contact details or ownership of the registration so that appropriate updates may be submitted to the USPTO. In the event this agreement is terminated, we will withdraw as attorney of record at the USPTO, and you hereby agree to permit such withdrawal. It is your responsibility to seek substitute counsel to monitor or maintain the application / registration in the event we withdraw as attorney of record. While we offer a Trademark Monitoring Service billed on an annual basis for clients who wish to police their marks for potential infringement, we undertake no duty to monitor trademark registrations for infringing activity unless you have selected a separate Trademark Monitoring Service.

9. Attorneys and Other Professionals: When you hire our law firm, you hire the firm in general, and not a particular attorney. As the managing attorney, I will have ultimate responsibility for your matter, and may provide some or all of the legal services, personally. Other attorneys (such as associates, co-counsel, Of Counsel attorneys, or contract attorneys), law clerks, and paralegals may also be involved. Our policy is to assign tasks to the lowest rate professional competent to perform the services, subject to availability.
10. Communication: You agree to make yourself reasonably available to us, and respond in a timely manner to our communications. You also agree to notify us, at the commencement of representation, of a specific, authorized email address that will be used for electronic communication at all times, and further agree to advise us of any changes to your contact information. If you believe that our communications must take place in encrypted format, we will provide you with an encrypted email address for such correspondence. Typically, we will only take direction on legal matters from a single client representative, transmitted from the authorized email address on file. If other individuals besides the client representative executing this engagement letter are permitted to provide direction to us, and engage in privileged communications with our law firm, you agree to notify us of those individuals' names, positions, and email addresses prior to any such communication. In the event of any internal dispute or conflicting instructions from you, we will take direction from the Director (or majority of the Board of Directors) of a corporation, the Managing Member (or majority of managing members) of a limited liability company, or in any other instance, the individual signing this engagement letter from the authorized email address on file. Given the importance of the attorney/client privilege, and the nature of electronic communications, you acknowledge that we are not responsible for responding to communications sent from unauthorized individuals or unrecognized email addresses. In addition, you agree to communicate any concerns regarding our services or billing within 30 days of receipt of our invoice containing charges for the services in question. Failure to do so will constitute an acknowledgement that all charges are valid and reasonable, and that you are satisfied with our representation. In the event you fail to communicate or cooperate with our firm during the course of our representation, we reserve the right to withdraw from further representation.
11. Confidentiality: You acknowledge that legal advice is confidential to the client. Accordingly, any legal advice provided by our attorneys should not be shared with third parties, besides other attorneys you have engaged, if desired. Likewise, we will not share any confidential information provided to our attorneys or staff, consistent with our ethical obligations as attorneys. Although, as a specialty firm, we may occasionally represent competitors in a given field, we maintain the highest degree of confidentiality when communicating with clients. We cannot, and will not, provide information regarding advice given to other clients of the

firm without their consent. You acknowledge that any disclosure of our legal advice, recommendations, opinions, or communications to third parties can waive the attorney/client privilege, and potentially subject either the attorney or the client to testify regarding the legal advice provided. Accordingly, you also agree to maintain all legal advice provided by our firm in high confidence, and to immediately advise us of any inadvertent or intentional disclosure of our legal advice to third parties.

12. Privacy Policy: This firm maintains a Privacy Policy as to Social Security Numbers and other personally identifying information as defined by law. Social Security Numbers and Driver's License numbers are only used as needed and as required by law. These private personal identifiers are used to identify parties, whether for initial service of court documents, for certain court orders, in required requests for medical records and billing, or for other required purposes. All private personal identifiers, including but not limited to accounts, health data, and other identifying data protected by law received from a client, are, and remain, confidential, and are not released from the firm unless authorized by the client or required by law. The employees of the firm have access to this personal information but shall not release it without attorney authorization. Every step is taken to protect your privacy and maintain client confidentiality. Your information is kept secure within the firm in files (both paper and electronic) until such time that the file information is retired, and the file removed to storage. Client information will be shredded after the seven (7) year retention period set forth below (or longer as required by law), or securely deleted per the firm's file disposition policies.
13. Intellectual Property Rights: We retain copyright on all documents or other materials created, written, or provided for your use and you expressly promise that you will not use or distribute those documents outside the scope of their licensed use, except as may be required by law or in the enforcement of legal rights created in them. The documents described above are licensed by the attorney for the perpetual but nonexclusive use of the client in the operation of its ordinary business and for no other purpose whatsoever. We reserve the trademark rights to "Walters Law GroupTM" and "firstamendment.comTM". Any use of our trademarks, other than to identify the source of documents prepared by our firm, is prohibited absent express agreement.
14. DMCA or Registered Agent Services: We may agree to serve as your agent for purposes of receiving service of process on your corporation(s) and/or for receipt of copyright infringement notices under federal law. Any charges associated with these services may be subject to a separate agreement, and are provided at our sole discretion. Note: You agree that if we serve as your Registered or Designated Agent, you will be responsible for any costs resulting from governmental filings required to change the agent's contact information, in addition to routine legal services charges.

15. Split Billing: In certain rare instances, we split the cost of researching and providing important legal updates or alerts to certain groups of affected clients. This is done in an effort to reduce the overall costs of providing such advice. In these instances, we will designate the time as “split billing.” In the event of a change in the law or significant development, about which we are ethically required to provide advice to affected clients, these updates may be provided in the absence of a specific request or advance notification.
16. Payment and Invoices: We generally send a monthly invoice reflecting the legal fees and costs incurred in the prior month. Any fees or costs billed to your account beyond the amount you have in our trust account will be shown on our monthly invoice as a balance due. We expect any invoices to be paid within 10 days of receipt. Payment is late after 30 days. We reserve the right to charge interest at the rate of 12% per annum on past due balances. In the event invoices remain unpaid for 60 days or longer, we reserve the right to terminate services and withdraw from any litigation, without further notice. You are responsible for all costs we incur in collecting unpaid invoices, including but not limited to attorneys fees, court costs, mediation/arbitration fees, and all collection agency fees. We encourage our clients to communicate any billing or payment concerns immediately. Any objections to billing entries not communicated within 30 days of rendition of the relevant invoice will be deemed waived.
17. First Amendment & Constitutional Rights: As part of the oath attorneys take when they are admitted to the Bar, we swear to uphold and defend the Constitution. We take this responsibility seriously, and therefore we will not take any action that will damage or infringe on a party’s constitutional rights – in particular, First Amendment rights. Accordingly, should we be confronted with a situation where you ask us to take an action that would conflict with our responsibilities in this regard, we will consult with you regarding the matter, and offer you an opportunity to avoid the conflict, or retain alternate counsel. Strict enforcement of this policy enables our firm to more effectively represent your interests when enforcing your own constitutional rights.
18. Termination of Services: You are always free to terminate our services at any time. In the event of termination, you will be required to pay for any services already rendered, and any activity necessary to ethically wind up the representation and protect your legal interests. You will also be responsible for any costs associated with closing the file or transferring the file to a new attorney. Termination of a litigation matter requires approval from the Court to withdraw as counsel of record. Legal fees and costs will continue to be billed until withdrawal is granted. We may likewise terminate services at any time. Generally, termination will only occur in the event you fail to honor your obligations under this agreement, ask us to do something unethical, misrepresent facts material to our representation, fail to cooperate with us, or fail to take our advice. We reserve

the right to terminate representation if you fail to follow our advice regarding settlement of a claim or litigation strategy. Additionally, client files which are inactive for more than (2) years are subject to termination, upon notice to the client.

19. Record Retention: During the course of your matter, you may be required to provide to us certain original documents. We will hold these records for you during the pendency of your matter and for six (6) months thereafter. At the conclusion of your matter, we will contact you and make arrangements for the return of any original records you provided. We will retain the balance of our client file for an appropriate time period. We will provide you with digital copies of relevant documents and communications during the course of our representation that we believe you should review and/or retain. Our office strives to maintain these documents in digital (paperless) format, so more often these copies shall be in digital format, for ease of retention and portability. You should create a secure place to store these documents. If you need additional paper copies at any time, we can make those available at your expense per our normal copy and administrative fees, or cooperate in sending the records to a secure copy service of Client's choice. Client may control such costs by keeping digital copies. It is your responsibility to secure additional copies of documents from our file if you desire. Unless arrangements are made for the copying and transfer of the file within seven (7) years following the conclusion of your matter, it will be destroyed.
20. Miscellaneous: The following miscellaneous terms also apply to our representation. First, to the extent that you are requesting that we provide legal services for a corporation, limited liability company, trust, partnership or other such entity, your signature below warrants that you have the authority to bind that entity, engage legal services, and personally guarantee payment of our fees and costs by that entity. Second, you agree to keep us apprised in writing of your current mailing address, all applicable telephone numbers, email addresses, private messenger contact info, and fax numbers, along with any event which jeopardizes the integrity of our corporate or personal client, such as a bankruptcy, insolvency, merger, or reorganization filing. Third, you agree that we may assert a charging lien for attorneys' fees and costs advanced on all claims and causes of action that are the subject of our representation and on all proceeds of any recovery obtained (whether by settlement, arbitration award, or court judgment), as well as a retaining lien on any files, data, documents, or other items we maintain in connection with representation, until all outstanding fees and costs are paid to our firm. Fourth, if any of these provisions is held in whole or in part to be unenforceable for any reason, the remainder of that provision and the rest of this agreement, will remain in effect. Fifth, this agreement may be modified only by an instrument in writing signed by both you and a shareholder attorney of our firm. Sixth, this agreement is governed by the laws of the State of Florida, with the parties stipulating to exclusive venue for all disputes arising from this agreement in Seminole County, Florida; however, any judgment or arbitration

award is enforceable in any court having jurisdiction. Seventh, no warranties or guarantees are made regarding any particular outcome of any legal matter. Eighth, you agree that the parties must submit any dispute arising from this agreement to confidential, binding arbitration. Such arbitration shall be conducted in accordance with Chapter 14 of the Rules Regulating the Florida Bar, and shall occur in Seminole County, Florida. **Notice: This agreement contains provisions requiring arbitration of fee disputes.** Before you sign this agreement, you should consider consulting with another lawyer about the advisability of making an agreement with mandatory arbitration requirements.¹

21. Client Certification: By signing this fee agreement, you certify that neither the matter for which we have been retained nor any funds used to pay our fee or to hold on your behalf are related to or result from (i) any activity that violates an applicable anti-money laundering statute or regulation in the United States, (ii) any activity that could be construed to be a terrorist activity under the USA PATRIOT Act of 2001, (iii) corrupt activities of a politically exposed person, or (iv) illegal activity. Also, by signing this letter, you certify that neither you nor any entity that you own or are affiliated with is a Sanctioned Person. For this purpose, a Sanctioned Person is any person named on the Consolidated Sanctions list maintained by the U.S. Office of Foreign Assets Control, or any successor list, or targeted by the U.S. Department of State under economic or financial sanctions or trade embargoes of the United States.

Let us know if you have any questions or comments regarding this agreement. We look forward to representing your interests.

Sincerely,

WALTERS LAW GROUP



By:

Lawrence G. Walters

Larry@FirstAmendment.com

Agreed:

Xingyuan Zhao
[Xingyuan Zhao \(Jan 31, 2025 09:01 CST\)](#)

Xingyuan Zhao, individually

Date: 01/31/2025

¹ Arbitration proceedings are ways to resolve disputes without use of the court system. By entering into agreements that require arbitration as the way to resolve fee disputes, you give up (waive) your right to go to court to resolve those disputes by a judge or jury. These are important rights that should not be given up without careful consideration.

Schedule A

Current Billable Rates

Attorneys:

Lawrence G. Walters, Esquire: \$650/hour
Robert J. “Bobby” Desmond, Esquire: \$350/hour
Kevin W. Wimberly, Esquire: \$365/hour
Corey D. Silverstein, Esquire: \$400/hour
Contract Attorneys (not to exceed \$400/hour)

Paralegals and Law Clerks: \$135/hour