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BERRY APPLEMAN & LEIDEN LLP

Full Matter Number	Beneficiary Name	Fee Type	Legal Fee	Incidental	Filing Fee	Total Charge
		\$ 907.00	\$ 125.00	\$ -	\$ 1,440.00	\$ 1,565.00
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
					Total	\$ 1,565.00

Services Agreement

We are delighted that **Zheyang Jin** ("Client") has selected Berry Appleman & Leiden LLP ("BAL") to represent **Zheyang Jin** in certain immigration legal matters. This agreement and its Exhibits sets forth the terms of **Zheyang Jin's** engagement of BAL for such immigration legal matters.

Disclosures

In the interest of complete disclosure, BAL wishes to advise Client of the following:

When appropriate, BAL works with lawyer and non-lawyer third parties who provide services in connection with the legal services BAL provides, including credentials evaluations, visa and work permit information and processing, passport processing, document acquisition and legalization, translation, relocation, and other services of an administrative nature. In order to obtain these services on behalf of Client, its employees and such employees' dependents, it may be necessary to share with these third parties information, including immigration history, financial information, and employment information that Client, the employee or the dependent has provided to BAL. BAL shall have in place with each such third party comprehensive confidentiality agreements that will protect the confidential information provided by Client, the employee or the dependent at least to the same level of protection that BAL is required to protect such confidential information in the performance of the requested immigration services. BAL will make such disclosures solely for processing Client's immigration cases or matters. Furthermore, Client understands the need for immigration services may arise in jurisdictions where BAL does not maintain offices or personnel. In such cases, Client authorizes BAL to retain appropriate local counsel as needed. Client acknowledges and understands this notice and consent to the sharing of this information with such third parties for processing Client's immigration cases or matters.

In many cases, BAL will represent both Client, Client's spouse, and Client's spouse's employer in preparing and filing one or more applications or petitions related to an immigration benefit for the employee through the Client's sponsorship. This simultaneous representation of these related parties is often referred to as "joint representation." State Bar rules governing attorneys provide that BAL has a client-lawyer relationship with each party and is obligated to exercise independent judgment. At present, we are not aware of any potential or actual conflicts of interest. However, it is possible that at some future time that the interests of Client could come into conflict with the interests of a related party. If Client believes that such a conflict of interest arises, Client must advise BAL immediately. If BAL becomes aware that an actual conflict of interest arises during the course of BAL's joint representation, then BAL will promptly notify both Client and its spouse or spouse's employer of such conflict in writing and will take appropriate action, which will likely include withdrawal of BAL's representation of the Client. Any information that Client provides to BAL will be treated as privileged and confidential as against third parties; however, any communications made during the course of BAL's relationship with Client may not be subject to a claim of attorney-client privilege in a civil proceeding between Client and the other parties.

Client agrees to be truthful with, cooperate with, and keep BAL informed of any developments and of current contact information, including address, telephone numbers, and email addresses. Client will comply with all reasonable requests of BAL in connection with this representation.

It is understood and agreed that BAL has not made, and will not make, any guarantee with regard to the outcome of any matter and whether it will be successful or the time required to complete the matter. BAL makes no such promises or guarantees.

The State Bar of Texas investigates and prosecutes professional misconduct committed by any law firm with offices in Texas such as BAL. Although not every complaint against or dispute with a lawyer involves professional misconduct, the State Bar's Office of Chief Disciplinary Counsel will provide you with information about how to file a complaint. Please call 1-800-932-1900 toll-free for more information.

BAL is very pleased to represent Client and we are confident that this will be a mutually beneficial relationship. Assuming that Client find these terms and conditions acceptable, please sign and date this document below and email a scanned signed copy for BAL's records.

We look forward to working with Client.

Acknowledged and agreed to by Client:

Signature: _____

Name: _____

Date: _____

Additional Terms

Zheyang Jin (collectively “Zheyang Jin”, “Client”, “You”, “Your”) and Berry Appleman & Leiden LLP (“BAL”, “We”, “Ours” or “Firm”)) (together, the “Parties” and each a “Party”) agree to the following terms governing BAL’s provision of immigration law services and advice to **Zheyang Jin**, including the filing of various petitions for immigration benefits for **Zheyang Jin**, pursuant to this Services Agreement (together with all Exhibits attached hereto, this “Agreement”). The effective date of this Agreement is 07/28/2020 (the “Effective Date”).

1. Scope of Agreement

BAL will provide those services (the “Services”) as follows:

I-907, premium processing (for form I-140)

This Agreement is limited to those services listed above and does not include any other work, such as Request for Evidence, appeals, or attendance at any interview, unless otherwise agreed in writing by the Parties.

In representing Client, BAL relies upon the accuracy and completeness of information that Client provides to BAL. Accordingly, Client hereby agrees to: promptly provide all information that is relevant to the services provided by BAL; promptly respond to BAL’s requests for information; keep BAL apprised of all pertinent developments; and otherwise cooperate with BAL in BAL’s provision of services. Client further agrees to provide BAL with pertinent changes to contact information.

BAL, in turn, agrees to keep Client informed of significant developments in connection with the immigration matters in which BAL represents Client and to respond promptly to Client’s inquiries.

2. Term and Termination

2.1. *Term of Agreement.*

This Agreement will become effective on the Effective Date stated above and will remain in full force and effect until the completion of above Services.

2.2. *Termination.*

Client may terminate this Agreement at any time by providing thirty (30) days written notice to BAL. BAL may at any time, and with or without notice, terminate this Agreement, including if Client fails to honor the terms of this Agreement, nonpayment of our bills, fails to cooperate or follow our advice on material matters, or if we becoming aware of any fact or circumstance that would, in our view, render our continuing representation unlawful or unethical.

3. Fees - Expenses

BAL will charge Client a fixed fee of \$1565.00 for the Services. Payment, including government fees where known, is due prior to the initiation of work. Government filing fees or other direct costs incurred related to this filing may require subsequent payments.

4. Confidential Information

4.1. *BAL non-disclosure obligations*

BAL will use Client's Confidential Information only as necessary to perform the Services and BAL's obligations under this Agreement. In the event of confirmed loss, misappropriation or unauthorized disclosure of Client's Confidential Information (a "Security Incident"), regardless of the cause or origin of such event, BAL shall (i) investigate the Security Incident, (ii) identify the impact of the Security Incident, (iii) take commercially reasonable actions to mitigate the effects of any such Security Incident, (iv) timely provide any legally required notifications to individuals affected by the Security Incident, and (v) notify Client of the Security Incident, in each case subject to applicable confidentiality obligations, the direction of law enforcement, and other limitations to the extent allowed and/or required by applicable laws.

4.2. *Client's non-disclosure obligations*

Client may not disclose any confidential information of BAL to a third party without obtaining BAL's prior written consent. BAL's confidential information includes, but is not limited to, rates, methodologies, research, technical information and any and all information pertaining to BAL Technology, as defined below.

4.3. *Exclusions*

Notwithstanding the foregoing, "Confidential Information" of a Party shall not include information which: (a) is or becomes part of the public domain through a source other than the other Party; (b) was rightfully known to such Party at the time of disclosure with no confidentiality obligations to a third party as evidenced by credible documentation; (c) is independently developed by the other Party without breach of this Agreement or any other agreement between the Parties or otherwise referring to or recollecting the first Party's Confidential Information; (d) is subsequently learned from a third party not under a confidentiality obligation to any of the Parties.

5. Intellectual Property

5.1. *BAL Technology*

BAL uses proprietary technology to operate on behalf of Clients, including, but not limited to, its Cobalt® application and all updates, releases, bug fixes and all enhancements thereto ("BAL Technology"). Such BAL Technology will remain the sole and exclusive property of BAL and **Client will not acquire any right, title or interest in or to the BAL Technology.**

BAL also utilizes proprietary and confidential processes, methodologies documentation and resources to handle immigration matters ("BAL Intellectual Property"). BAL Intellectual Property will remain the sole and exclusive property of BAL and **Client will not acquire any right, title or interest in or to the BAL Intellectual Property.**

5.2. *Client Data*

Client will retain ownership of the Client's data. BAL will not acquire any right, title or interest in the intellectual property owned or licensed by Client ("Client Data"). BAL will not grant third parties access to Client Data, except in limited circumstances and only as necessary to provide representation in immigration matters. Even in such circumstances, BAL shall take adequate security measures to protect Client's sensitive data. BAL, and any third party organizations (such as companies or apps) are not granted any right to use Client Data, except for the specific purpose(s) for which Client has granted it and subject to how the sharing occurs.

6. Personal Information

The term "Personal Information" is defined and will be treated as described in Exhibit A.

7. File Retention

After completing the Services for an individual employee, BAL will use its best efforts to retain a copy of the file for a period of seven (7) years. At the end of said period, BAL may, at its discretion, destroy the file without notice to Client. At any point during the retention period, You may request delivery of a copy of the file. BAL may charge a fee to retrieve the file and deliver it.

8. Indemnification

8.1. Client indemnification

Except to the extent caused by the gross negligence or intentional wrongdoing of BAL, Client shall indemnify and hold harmless BAL, BAL's affiliates, and their respective directors, officers, employees, agents, successors and permitted assigns (each, a "BAL Indemnatee") against any Loss of whatever nature howsoever caused, and including interest, which a BAL Indemnatee may sustain or incur or which may be brought against it by any person, including but not limited to:

- (a) bad faith or willful misconduct of Client and/or any Client Indemnatee in the provision of the Services;
- (b) false or misleading information provided by Client and/or any Client Indemnatee.

8.2. Limitations on Liability

Except to the extent finally determined to have resulted from BAL's gross negligence or intentional misconduct, BAL's aggregate liability to pay damages for Losses incurred in connection with the Services, whether as a result of breach of contract, tort (including negligence), or otherwise, regardless of the theory of liability asserted, is limited to the total amount of fees paid to BAL for the particular Service.

In addition, BAL will not be liable in any event for lost profits, consequential, indirect, punitive, exemplary, or special damages.

9. Miscellaneous

9.1. Arbitration - Governing Law - Jurisdiction

Any controversy or claim arising out of or relating to this engagement agreement, or a breach thereof, shall be settled by arbitration in accordance with the rules of the American Arbitration Association, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. This Agreement shall be construed in accordance with the Laws of the State of Texas and each Party hereby consents to the jurisdiction of such courts over such Party in any action relating to this Agreement.

9.2. Force Majeure

Neither party shall be liable to the other for any delay or failure to perform any of the Services or obligations in this Agreement due to causes beyond its reasonable control.

9.3. Entire Agreement – Counterparts

This Agreement represents the entire agreement between the Parties with regard to the subject matter hereof and supersedes any prior understandings, proposals, or agreements with respect to the Services. Any amendments to this Agreement or to any SOW must be agreed to in writing. No failure or delay by a Party hereto in exercising any right, power or remedy under this Agreement, and no course of dealing between the Parties hereto, shall operate as a waiver of any such right, power or remedy of the Party. No single or partial exercise of any right, power or remedy under this Agreement by a Party hereto, nor any abandonment or discontinuance of steps to enforce any such right, power or remedy, shall preclude such Party from any other or further exercise thereof or the exercise of any other right, power or remedy hereunder. The terms and provisions of this Agreement may be waived, or consent for the departure therefrom granted, only by written document executed by the Party entitled to the benefits of such terms or provisions, and no waiver shall be effective unless it is in writing and signed by an authorized representative of the waiving Party. No such waiver or consent shall be deemed to be or shall constitute a waiver or consent with respect to any other terms or provisions of this Agreement, whether or not similar. Each such waiver or consent shall be effective only in the specific instance and for the purpose for which it was given, and shall not constitute a continuing waiver or consent.

This Agreement shall be construed and interpreted so as to be enforceable to the fullest extent permitted by law, and the unenforceability of any provision shall not affect any other provision hereof.

This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same agreement.

9.4. Headings

All section headings are for convenience only and shall in no way modify or restrict any of the terms or provisions of this Agreement.

Client	Berry Appleman & Leiden LLP
Name:	Name:
	Title:
Date:	Date:
Signature:	Signature:

EXHIBIT A
PRIVACY AND DATA SECURITY APPENDIX

This Privacy and Data Security Appendix ("PDSA") sets forth BAL's and Client's respective duties and obligations with respect to Personal Information (defined below). In the event of any inconsistencies between the PDSA and the Services Agreement, the parties agree that the PDSA will supersede and prevail. Capitalized terms not defined herein shall have the meaning ascribed to them in the Agreement.

Definitions

- a) **"Personal Information"** means information of beneficiaries obtained by BAL that (i) could reasonably identify the beneficiary to whom such information pertains, such as name, date of birth and address, or (ii) can be used to authenticate that individual, such as passwords or PINs, biometric data, unique identification numbers or answers to security questions, or (iii) is protected under applicable data privacy and security laws. For the avoidance of doubt, Personal Information does not include anonymized data.
- b) **"Process" or "Processing"** means, in the context of Personal Information, any operation or set of operations which is performed upon Personal Information, such as collection, recording, organization, storage, use, retrieval, transmission, erasure or destruction.
- c) **"Security Incident"** means the unlawful release of Personal Information that requires notification by BAL under applicable data privacy and security laws.

2) Data Privacy

- a) We are responsible as the data controller or equivalent term under applicable data privacy and security laws for the Personal Information we receive from you or the beneficiaries or otherwise Process in connection with the Services. We will adhere to the BAL Privacy Statement available at <https://www.balglobal.com/terms-of-use-and-privacy-policy/> for our Processing of Personal Information.
- b) You will be responsible as the data controller or equivalent term under applicable privacy and data security laws for the Personal Information that you or your agents or processors disclose to BAL. We are not responsible for the accuracy of such Personal Information, or for any privacy, data protection or security compliance pertaining to such Personal Information, up to the point that we receive it from you.
- c) You may request that we release Personal Information to you or third parties outside of the scope of the Services (e.g., to a third-party vendor of yours whereby the services to be performed by such vendor will be performed pursuant to a contract between you and such vendor). In our reasonable discretion, we will agree to release such Personal Information under your instructions and on your behalf, subject to the following requirements:
 - i. a written request submitted to privacy@balglobal.com or your BAL representative;
 - ii. you will be responsible to the extent required by law, for (1) notifying the beneficiaries that BAL will disclose this Personal Information to you or the third parties for the specified purpose; (2) obtaining any consents or approvals of the beneficiary to release such Personal Information; and (3) ensuring that the disclosure complies with legitimacy, proportionality, and other applicable standards; and
 - iii. You will promptly notify us in writing if you become aware of any unlawful Processing of the Personal Information including a description of the incident and the type of Personal Information that was subject to the incident.
- d) We will only use Personal Information as contemplated or permitted by the terms of this Agreement.

3) Information Security

- a) We maintain reasonable administrative, technical and physical security measures designed to keep Personal Information confidential and protect Personal Information from unauthorized access, destruction, use, modification or disclosure.
 - b) In the event of a Security Incident, BAL shall (i) investigate the Security Incident, (ii) identify the impact of the Security Incident, (iii) take commercially reasonable actions to mitigate the effects of any such Security Incident, (iv) timely provide any legally required notifications to individuals affected by the Security Incident, and (v) notify Client of the Security Incident, subject to applicable confidentiality obligations, the direction of law enforcement, and other limitations to the extent allowed and/or required by applicable laws.
 - c) As between BAL and Client, BAL shall be responsible for all reasonable costs related to BAL's investigation of the Security Incident and BAL's provision of legally required notification to individuals affected by the Security Incident.
 - d) Except to the extent prohibited by applicable laws, BAL shall, upon Client's written request, provide Client with a description of the Security Incident and the type of Personal Information that was the subject of the Security Incident.
 - e) Upon written request by Client, which request shall be no more frequently than once per twelve (12) month period, BAL shall respond to security questionnaires provided by Client with regard to BAL's information security program applicable to the Services, provided that such information is available in the ordinary course of business for BAL and that disclosure of any such information will not compromise BAL's confidentiality obligations and/or legal obligations or privileges.
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