

Date:

Name:   
  
Address:

Via Email:

**RE: Consulting Agreement – Immigrant Investor Petition Regional Center Investment**

Dear Mr. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ,

We are pleased you have sought Step America for assistance in regards to your immigration endeavors. The purpose of this Agreement is to memorialize the fact that you are engaging Step Consulting DMCC d/b/a Step America (“Consultants”) to provide you with consulting on the USCIS EB-5 investor immigration program.

This Agreement will confirm the scope and terms of our engagement and inform you of our fees and billing practices. Please read it in its entirety before signing where indicated. We encourage communication and suggest you to call us with any questions or concerns at any time. It is not our practice to bill for phone calls or inquiries from clients.

This Agreement will be held in absolute strict confidence and not mentioned or published in any way.

Please note we do not accept physical documents or electronic documents sent via email. Please choose one of the following options:

1. I provide my explicit consent for STEP America to create a cloud account for me on Dropbox.com for the purposes of document upload and file sharing at the following email address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

Initial: \_\_\_\_\_\_\_\_

1. I have an existing Dropbox.com account I would like to use for which the email address is:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

**SCOPE OF SERVICES**

The undersigned, including his/her qualified accompanying spouse and unmarried children under the age of 21 (“Client”), hereby consults with Step America for guidance through the investment immigration process (“Services”) and at the specified rates below in U.S. Dollar. Please refer to the Payment Provision for information regarding the timing of these payments.

Consultants will provide guidance to Client on the following steps toward obtaining U.S. residency through the USCIS EB-5 Program:

**STEP ONE** Opening Client file and gathering of documents necessary for the preparation of the I-526 application;

**STEP TWO** Step America provides the offering documents for Clients review on the specific project of the Client’s choosing from portfolio of projects presented by Step America;

**STEP THREE** Step America assists Client in transferring of the required $500,000 U.S. Dollar capital investment (“Capital Investment”) and subscription fees to a specified account for the benefit of the USCIS approved Regional Center or project developer of Client’s choice.

**STEP FOUR** Once proof of transfer of capital is obtained; Step America shall coordinate with the *U.S. Legal Team* (“Legal Firm”) to submit the completed I-526 application to the USCIS (United States Citizenship and Immigration Services). Government Fee for I-526 application is remitted to USCIS and may be paid locally to Step America, receipt of the same shall be provided to Client;

**STEP FIVE** Upon approval of the I-526, Legal Firm shall file any adjustment of status forms as required. This may include either:  
  
(a) I-485 - *Application to Register Permanent Residence or Adjust Status*, with  
USCIS to adjust status to a conditional permanent resident within the United States, or

(b) DS-230/260 – *Application for Immigrant Visa and Alien Registration*, with USCIS for an EB-5 immigrant travel visa provided by local consulate. Step America shall prepare Client for the subsequent interview with the U.S. Consulate General.

The government Fee for I-485 or DS-230/260 is remitted to USCIS and may be paid locally to Step America. Upon the approval of the I-485 application or upon entry into the United States with an EB-5 immigrant visa, the EB-5 investor and derivative family members will be granted conditional permanent residence for a two-year period.

**STEP SIX**  Ninety days before the two-year anniversary of the granting of the EB-5 investor’s conditional resident status (Green Card), the Legal Firm shall file Form I-829, Petition by Entrepreneur to Remove Conditions with USCIS. Upon USCIS approval of this petition, the conditions will be removed from the EB-5 applicant’s status and the EB-5 investor and derivative family members will be allowed to permanently live and work in the United States.

* All Filing Fees are subject to change by USCIS. The prevailing rate applicable at the time of filing will be payable by Client, even if such fee varies from that set forth above.
* All Fees Paid including Administrative/Sponsorship Fees, Consulting Fee, Government and Legal Fees will be deemed earned upon receipt and are nonrefundable.
* Legal Fees are for the specific representation set forth and do not include any attorney appearances at a USCIS office or at the U.S. Embassy or Consulate, ancillary applications, appeals or motions to reopen, or requests for waivers. Such services may be requested by Client or recommended by Attorneys.

**PAYMENT PROVISION**

The payments are to include the appropriate Legal Fees and Filing Fees. If Client is unable to pay via direct transfer, then checks may be accepted locally to Step America.  Client understands and acknowledges that Attorneys and Consultants have made no warranties or guarantees relative to the outcome of the above-described matters. Client agrees that rates and fees are related to the time, effort and skill that Attorneys and Consultants will apply to the above-described matter and are not dependent on achieving a particular result. ***All payments made including Administrative/Sponsorship Fees, Consulting Fees, Government Fees and Legal Fees will be deemed earned upon receipt and are non-refundable.***

**SCOPE OF CONSULTANCY**

Client is advised that Step America, Legal Firm, its partners, associate attorneys and staff specifically limit the scope of our representation of Client to the provision of advice as it relates to Client’s eligibility for classification as an alien entrepreneur based on the information and documentation presented to Attorneys solely upon the Client’s finalization of a qualifying investment by Client. This includes advice as to strength of the application and consultation as to best chances for approval at all stages of the EB-5 process. Consultants shall have no obligation prior to receipt of this signed Agreement and payment in full.

Step America has done an independent review on a number of projects as presented to Client. However, Client is strongly advised and encouraged to obtain independent counsel to assist and advise Client as to the prospective investment Client may make, or has made, or will consider making in any commercial enterprise. Client is advised to obtain independent counsel to assist and advise Client as to the United States federal, state or local tax laws that may apply or any applicable foreign tax laws and the implications that result if Client obtains lawful permanent residence status in the United States. Step America in coordination with Legal Firm limits its practice exclusively to the immigration and nationality law matters aspect of this engagement and will not advise nor make any recommendations or representations as to the legality, security, viability or potential investment benefits of the business investment enterprise to be considered by Client or entered into by Client. Such investment, including the potential to lose all or some of the money invested, is solely at Client’s risk.

Consultancy and/or Attorneys reserve the right to deny projects brought forward by individual clients should the project be deemed inappropriate for the purposes of a successful application in the sole judgment of the Consultant. In such cases, all fees paid will be deemed non-refundable. Client may have the option of ceasing work with Step America or continuing with a project previously approved by Step America.

Any statements made by a Step America team member with regards to the projects are opinions only and should not be taken as financial, investment or legal advice.

To the extent permitted under applicable ethics rules, Client specifically waives any and all rights to claim from or to sue Step America, the Legal Firm, its partners, associate attorneys and staff for any losses (either direct or indirect) resulting from Client’s investment in any commercial enterprise. Client agrees to defend, indemnify and hold harmless Step America, the Legal Firm, its partners, associate attorneys and all staff from any and all losses, expenses, damages, or costs, including reasonable attorneys’ fees, in the event that one or more is a party to any litigation arising from the investment in a commercial enterprise.

**ENTITY REFERENCES**

Step Consulting DMCC being the Dubai Multicommodities Center licensed entity in the JLT freezone; and Step America being the trade name under which Step Consulting DMCC generally operates under for all purposes of marketing, client transactional work, contractual obligations and so on. These fall under one umbrella and shall be treated as the same entity for the purposes of this agreement.

**TAX CONSEQUENCES OF ACQUIRING AN IMMIGRATION BENEFIT**

Client hereby confirms that Client has been informed that there are tax and estate planning consequences attendant to any immigration benefit, whether nonimmigrant (temporary) or immigrant (permanent) in nature, that a foreign national may obtain with respect to admission to the United States. Accordingly, Client is advised to seek advice from tax specialists and legal counsel who should assist in the preparation of Client’s tax and estate plan prior to Client completing the immigration process.

**CLIENT’S DUTIES**

Client understands that Consultants are only capable of preparing and representing Client based on information and documentation that Client provides. Client agrees that said information is accurate, complete, timely and truthful in all respects. Client agrees to keep Step America and the Legal Firm informed of any relevant information or development which may come to Client’s attention relating to the herein described representation, to assist them in providing accurate and correct information and documentation necessary for the representation in the described matter, and to review and thereby attest to the accuracy of documentation submitted to government agencies in connection with this representation.

Client agrees to return this Agreement with the following in a single package or email prior to commencement of the consultancy:

* Payment by check or proof of wire transfer of the Consulting Fee and Filing Fees
* A completed copy of the firm’s Questionnaire
* Copies of the subscription agreement, duly signed by Client and the project principal
* All or as many as possible of the documents to prepare the source of funds legality and path report for filing with Form I-526
* All documents not in English will be accomplished by a full and complete translation into English

**CONFLICT OF INTEREST**

In light of the size and scope of our practice, it is not unusual for Consultants to represent multiple clients in the same industry, both corporate and individual.  The reasonably foreseeable adverse consequences of consulting multiple clients include but are not limited to: the possibility of clients litigating, arbitrating, mediating or otherwise dealing with disputes that may arise between them; the immigration benefits contemplated by Client and/or Client’s family members do not materialize; providing confidential information to Consultants which may be adverse to the interests of one or more of the parties and by law, even without authorization, must be disclosed by Consultants to the other/s of them; disputes or claims by or against Client by the Limited Partnership/s, and/or the commercial enterprise/s where any one or more of them fail to carry out their legal or contractual obligations; the limited partnership/s, commercial enterprise/s or project/s enterprise/s fail and Client loses all or some of Client’s investment capital; or any of the above entities makes a claim against or has a dispute with Client or Client has with any of the above entities.

Client acknowledges the possibility of a conflict of interest arising in the future and hereby gives informed written consent to Consultants to consult Client and one or more of the above entities. By signing this Agreement, the signatory agrees to Consultant’s consultation of Client subject to the foregoing and confirms that each relevant dependent family member has been informed of Consultant’s conflict of interest policy as described above.

Consultants may continue to consult Client and/or any of the above referenced entities and individuals with respect to all EB-5 matters unrelated to the conflict issue including continuing to consult other individuals who invest under the same commercial enterprise. Such representation shall not be adverse to a party or parties no longer represented.

Consultants are provided marketing fees from outside parties including but not limited to various law firms, consulting firms, Regional Centers, EB-5 project developers, among other parties both regionally and in the United States who seek to obtain market intelligence, cross-collaboration in marketing their EB-5 activities, licensing, access to potential investors in various and uncharted markets and other consulting matters. Client hereby specially acknowledges that before signing this waiver and consent, Client has had the opportunity to be advised by Client’s own independent counsel and that Client is signing this waiver and consent freely and not under duress.

**DOCUMENT RETENTION POLICY AND CONFIDENTIALITY**

Upon the conclusion of Services, Step America and the Legal Firm will return to Client any originals of the documents and materials Client supplied to Consultants in connection with Client’s case. Consultants will retain for a period of no less than five (5) years any of their files concerning this matter after the matter is concluded and the case closed. At that time, Consultants reserve the right to dispose of them without further notice. If Client desires a copy of the file, or the original file, Attorneys will provide it at Client’s expense (which will include the fees and expenses incurred in retrieving from storage, copying and delivering or shipping the original file).

The term “Confidential Information” means all business or technical information of a disclosing party that is not generally known to the public. All Confidential Information disclosed by either party will be kept strictly confidential and Consultants will not, directly or indirectly, disclose or use the Confidential Information in whole or in part for any purpose other than for performance of the Services. To the extent applicable under data privacy laws, Client agrees that Consultants are a data processor acting as an agent for the purposes of data privacy compliance; and Client and Consultants agree to take such stages as Consultants determine are necessary or appropriate to achieve compliance with applicable data privacy laws.

Client authorizes Consultants to provide Client’s documents and information to the limited partnership/s, commercial enterprise/s, or project/s as Consultants and the Legal Firm determine are necessary or appropriate to facilitate the case process and to achieve compliance with applicable immigration law. This authorization also includes the release of documents and information to Client’s agent/s, attorney/s and authorized third party/ies from whom Consultants and Legal Firm may in addition accept instructions on Client’s behalf.

**LOCAL RULES**

Both Client and Consultant will comply with all applicable laws, including without limitation local anti-bribery laws of the United Arab Emirates. In accordance with this paragraph, no payment will be made by Step America or Client in relation to the Services with the purpose or effect of public or commercial bribery.

**DISPUTES**

In the event of a dispute arising out of or relating to this contract, including any question regarding its existence, validity or termination, the parties shall first seek settlement of that dispute by mediation in accordance with the Mediation Rules of the DIFC-LCIA Arbitration Centre, which Rules are deemed to be incorporated by reference into this clause. If the dispute is not settled by mediation within 90 days of the commencement of the mediation, or such further period as the parties shall agree in writing, the dispute shall be referred to and finally resolved by arbitration under the Arbitration Rules of the DIFC-LCIA Arbitration Centre, which Rules are deemed to be incorporated by reference into this clause. The language to be used in the mediation and in the arbitration shall be English and English only. The governing law of the contract shall be the substantive law of the United States. In any arbitration commenced pursuant to this clause, (i) the number of arbitrators shall be one; and (ii) the seat, or legal place, of arbitration shall be Dubai, United Arab Emirates.

**TERMINATION**

Client may terminate this agreement, with or without cause, upon written notice to Consultants at any time. Attorneys and/or Consultants may terminate their representation to the extent permitted under the applicable ethics rules including but not limited to: fundamental disagreement as to the nature of the case and/or application, and inadequate source of funds documentation. As may be allowed by law, Consultants may cease working on these matters if payment is not made by Client in accordance with this Agreement. All work done prior to the time Attorneys cease working, including any costs incurred, remains owed, due, and payable by Client. Should either party terminate the attorney-client relationship, Client agrees to bear all costs associated with the transfer of Client’s property, including but not limited to Client’s files and making copies thereof. Client is hereby given notice that Attorneys reserves the right to destroy any retained copies of Client’s files in accordance with its internal data retention guidelines.

**EFFECTIVE DATE**

This Agreement will take effect upon Client’s signature and return of the Agreement. The date, if any, at the beginning of this Agreement is for reference only. Client has read and understood the foregoing terms and agrees to them. This agreement has been translated to Client in Client’s own language, if it is not the English language. Should this Agreement be translated into another language, it will be translated only for the convenience of Client. The English version of this Agreement is the binding contract and will govern in the event of a conflict or mistranslation.

If the terms described above are acceptable, please execute a duplicate original of this Agreement in the space below and return a fully executed original to Step America. If you have any questions about the foregoing or any aspect of the Services to be rendered, please do not hesitate to contact us. We greatly appreciate your decision to engage Consultants as your EB-5 guides and we look forward to working with you.

**Note:** Any translated version of this Agreement is for Client’s convenience only. The English version of this Agreement constitute the binding contract and will govern in the event of a conflict or misinterpretation.

**[Signature Page to Follow]**

**SIGNATURE PAGE OF CONSULTING AGREEMENT**

Singed and dated this \_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2018.

BY: CLIENT BY: STEP CONSULTING DMCC

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature Authorized Signatory

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Preeya Malik, Esq.

Print Name Managing Director

Shai Zamanian, Esq.

Managing Director

Address: Step Consulting DMCC

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Jumeirah Lakes Towers, Cluster G

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Jumeirah Business Center (JBC) -1

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Office 205  
\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Dubai, United Arab Emirates  
\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**STEP AMERICA CONSULTING, LEGAL, AND**

**USCIS GOVERNMENT FILING FEES IN U.S. DOLLAR**

**STEP ONE**Opening client file and gathering of documents for the I-526 application including source of funds documents.  
Step America Consulting Fee………………………………………………………..………$5,000

**STEP FOUR**   
  
Filing I-526 application, paid prior to application submissionUSCIS Government Filing Fee for Form I-526……………………………….……………..$3,675 Legal Team Fee………….………………………………………………………………..….$8,000  
 **STEP FIVE   
  
Option 1:**

Adjustment of Status, Dubai U.S. Consular Office interview and processing  **(OPTION I)**   
USCIS Government Filing Fee for Form DS-230 per person…………………………………$405   
Legal Team Fee…………………………………………………………………………..….$1,000

**OR**

**Option 2:**

Adjustment of Status, Upon landing in the United States **(OPTION II)** USCIS Filing Fee for Form I-485 per person age 14 or older ……...……………….………$1,070   
Under 14 years of age………...………………………………………………………..………$635  
Legal Team Fee…………………………………………………………………………..….$1,000

**\*\**Please Note: Additional Legal Fees may apply if both Options are chosen, as additional paperwork will be required if all family member’s are not choosing the same option.***  
 **STEP SIX**

Filing I-829 for removal of conditions upon the second anniversary  
USCIS Filing Fee for Form I-829............................................................................................$3,750 Biometric Fee for Each Applicant Age 14 or Older.....................................................................$85   
Legal Team Fee…………………………………………………………………………..….$1,000

***\*\*\*\*Please Note: An additional $5,000 USD legal fee for urgent processing will be placed on any applications requiring urgent processing. Urgent processing will be considered relevant for any applications with the absolute necessity to be submitted within 7-10 days from date of retention as mentioned in this Agreement (for example: if a child is aging out within two weeks and the application must be submitted urgently). Government Fees are subject to change. The fees required by the government at the time of filing will prevail.***

**STEP AMERICA WIRING INSTRUCTIONS**

**LEGAL AND GOVERNMENT FILING FEES ONLY**

**\*Investment Funds will be wired directly to Project Escrow Account in the U.S.**

Please wire your payments to Step America UAE account as follows:

Bank: MASHREQ BANK - DIC Branch

Swift: BOMLAEAD

IBAN#: AE070330000019100204263

Name: STEP CONSULTING DMCC

Account No.: 019-100204-263

TRN : 100278359300003

* After completing the transfer, please send an email to info@stepamerica.com to notify us of the transfer.
* Please ensure all transfer fees are taken on behalf of your account as our fees do not include any transfer fees.