

ATTORNEY SERVICES AGREEMENT

Rowe & Wren LLC (d/b/a “Portunus”)

Effective Date: 12.21.25

Version: 1.3

This Attorney Services Agreement (“Agreement”) is entered into by and between:

Rowe & Wren LLC, a United States limited liability company, doing business as Portunus (“Company,” “we,” or “us”), and

The attorney or law firm accepting this Agreement (“Attorney” or “you”).

By creating an account on the Portunus attorney portal or otherwise accepting this Agreement, Attorney agrees to be bound by its terms.

1. Purpose of Agreement

This Agreement governs a **non-exclusive platform access and referral relationship** under which Company provides non-legal documentation and preparation services, and Attorney may:

- (a) refer clients to Company for client-paid services; and/or
- (b) purchase Company services directly for firm-paid matters.

Nothing in this Agreement creates a partnership, joint venture, agency relationship, law firm affiliation, or co-counsel relationship between the parties.

2. Scope of Company Services

Company provides **non-legal services only**, including but not limited to:

- Business plans
- Immigration visa binders and supporting documentation packages

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- Data organisation and document compilation
- Workflow and case-management tools

Company **does not** provide:

- Legal advice
- Legal strategy
- Legal representation
- Filing or submission of applications
- Communication with government authorities on behalf of clients

Company is not a law firm and does not practice law.

For the avoidance of doubt, Company's services remain **non-legal in nature** regardless of visa category or immigration classification.

Company makes no representations or guarantees regarding visa approval, processing times, or immigration outcomes.

2.1 Client Master Services Agreement

Attorney acknowledges that clients may enter into a **separate Master Services Agreement ("Client MSA") directly with Company** governing Company's non-legal services.

The existence of a Client MSA does **not** create an attorney-client relationship between Company and any client, does not render Company a provider of legal services, and does not alter Attorney's sole responsibility for all legal advice, strategy, filings, and representation.

2.2 Platform Expansion

Attorney acknowledges that Company may expand or modify its platform offerings from time to time, including additional visa categories, documentation packages, or workflow tools ("Expanded Services").

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Unless otherwise agreed in writing, this Agreement applies to all Expanded Services.

3. Attorney Responsibilities

Attorney represents and warrants that they:

- Are duly licensed and in good standing to practice immigration law in the relevant jurisdiction(s)
- Independently review, revise, approve, and validate all materials generated through the platform
- Determine whether any materials are suitable for filing
- Act as attorney of record for their clients
- Retain full responsibility for legal advice, representation, filings, communications, and outcomes

Attorney acknowledges that all Company-generated materials are **non-legal in nature** and must be independently reviewed and approved by Attorney before any use or submission.

4. No Responsibility for Legal Relationship

Attorney acknowledges that Company is **not a party to** and has **no responsibility for** the attorney-client relationship between Attorney and any client.

Company does not supervise, control, or direct Attorney's legal services, professional judgment, communications, or representation.

Company shall not be liable for claims arising from Attorney's legal services or client relationships.

4.1 No Legal Duty to Clients

Company does not enter into any attorney-client, fiduciary, or legal relationship with any client.

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Clients are not Company's clients for legal purposes, and Company owes **no duty of care, professional obligation, or legal responsibility** to any client in connection with legal advice, immigration strategy, filings, or outcomes.

Any reliance on Company-generated materials by a client occurs solely through and at the direction of Attorney, who remains fully responsible for review, approval, and use of such materials.

5. Pricing Models

Company offers two optional pricing models, selectable on a **per-case basis** through the platform:

(a) Client-Paid Model (Referral Model)

- Client contracts directly with Company under the Client MSA
- Client pays Company directly
- Attorney may earn a referral fee as set forth below

(b) Firm-Paid Model (Wholesale Model)

- Attorney or Attorney's firm purchases Company services directly
- No referral fee is paid under this model
- Attorney may bundle Company services into its legal fee or bill separately at Attorney's discretion

Attorney is not required to use any particular pricing model and may select either model on a case-by-case basis.

6. Referral Fees

6.1 Fee Amount

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Company shall pay Attorney a **flat referral fee of USD \$300** for each completed binder referred through the platform (“Referral Fee”).

Referral Fees apply **only** to Client-Paid matters and do not apply to Firm-Paid matters.

6.2 When Fees Are Earned

A Referral Fee is earned only when:

- The referred client has paid Company in full; and
- The binder has been completed and delivered

No Referral Fee is payable for refunded transactions, chargebacks, fraudulent payments, or unpaid services.

6.3 Payment Timing

Referral Fees are paid monthly within thirty (30) days after the end of the calendar month in which the fee was earned.

Payments may initially be manual and later automated at Company's discretion.

7. Taxes

Referral Fees are exclusive of all taxes.

Attorney is solely responsible for all applicable taxes. Company may issue IRS Form 1099-NEC where required.

8. Ethics Compliance; No Fee Splitting

The parties expressly agree that:

- Referral Fees are not contingent on legal outcomes

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- Referral Fees are not a percentage of legal fees
- Attorney independently sets and collects all legal fees

Nothing in this Agreement is intended to violate any applicable rules of professional conduct.

9. Non-Exclusivity and Optional Participation

This Agreement is non-exclusive.

Attorney may use the platform on a **per-case basis** and is under no obligation to submit any minimum number of matters.

9.1 Client Relationships and Non-Solicitation

Each party retains ownership of its respective client relationships.

Company shall not solicit Attorney's clients for legal services and shall not represent itself as a provider of legal services.

Except where a client independently elects to engage Company under the Client MSA, Company shall not interfere with or undermine the attorney-client relationship.

10. Marketing and Use of Name

Attorney grants Company a limited licence to use Attorney's name or firm name **only with prior written consent**.

11. Term and Termination

11.1 Term

This Agreement remains in effect until terminated by either party.

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11.2 Termination at Will

Either party may terminate this Agreement **at any time**, with or without cause, upon written notice to the other party.

11.3 Effect of Termination

Termination shall not affect:

- (a) Referral Fees already earned prior to termination; or
- (b) Any case already paid for or in progress at the time of termination, which may continue to completion unless otherwise agreed.

11.4 Company Discretion

Company may approve, suspend, or remove any Attorney from the platform at its discretion to protect platform quality, compliance, or operational integrity.

Any such action shall not affect Referral Fees already earned prior to removal.

12. Limitation of Liability

To the maximum extent permitted by law, Company's total liability shall not exceed the total Referral Fees paid to Attorney in the six (6) months preceding the claim.

Company shall not be liable to Attorney or any client for claims arising from legal advice, legal services, immigration filings, or outcomes.

13. Indemnification

Attorney agrees to indemnify and hold harmless Company from claims arising from:

- Attorney's legal services
- Any attorney-client relationship
- Any filings or submissions
- Any client claim related to legal advice or representation

14. Modifications to Fees and Pricing

Company may modify referral fees, firm-paid pricing, or service pricing upon thirty (30) days' written notice.

Changes apply prospectively only and do not affect fees already earned or cases already in progress.

15. Governing Law and Venue

This Agreement is governed by the laws of the State of New York.

16. Entire Agreement

This Agreement constitutes the entire agreement between the parties.

17. Acceptance

Attorney accepts this Agreement by creating an account on the Portunus platform or clicking "I Agree."

Company Details

Rowe & Wren LLC

d/b/a Portunus

New York, NY

keeley@portunusai.com

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