PORTUNUS

ATTORNEY PLATFORM SERVICES AGREEMENT

Rowe & Wren LLC (d/b/a “Portunus”)

Effective Date: January 13th 2026

Version: 1.4

This Attorney Platform 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 platform, subscribing to a plan, or otherwise accepting this Agreement, Attorney agrees to be bound by its terms.

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1. Purpose of Agreement

This Agreement governs a **non-exclusive platform access relationship** under which Company provides **non-legal documentation, drafting, and workflow services**, and Attorney may use such services in connection with Attorney’s immigration matters.

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

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2. Scope of Company Services (Non-Legal Only)

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

- Business plans
- Immigration visa binders and supporting documentation packages

- Financial exhibits and structured data outputs
- Document organisation and compilation
- Workflow and case-management tools

Company **does not** provide:

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

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, immigration classification, or jurisdiction.

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

2.1 Client Relationships

Attorney acknowledges that Company may provide services either:

- Directly to Attorney or Attorney's firm; or
- To clients who independently contract with Company for non-legal services.

In all cases:

- Company does **not** enter into an attorney-client relationship with any client; and

- Attorney remains solely responsible for all legal advice, legal strategy, filings, representation, and outcomes.

2.2 Platform Changes

Company may modify, expand, or update its platform offerings from time to time, including additional documentation packages or workflow tools. This Agreement applies to all such services unless otherwise agreed in writing.

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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 using the platform
- Determine whether any materials are suitable for filing or submission
- Act as attorney of record for their clients
- Retain full responsibility for all legal advice, representation, filings, communications, and outcomes

All Company-generated materials are **non-legal** and must be independently reviewed and approved by Attorney prior to any use.

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4. No Attorney-Client or Fiduciary Relationship

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

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

Company owes **no fiduciary duty, duty of care, or professional obligation** to any client with respect to legal matters.

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5. Pricing, Billing, and Payment

5.1 Subscription & Pay-Per-Case Options

Company offers pricing plans as published on the platform, which may include:

- **Monthly subscription plans** with defined usage limits; and/or
- **Pay-per-case pricing** without a subscription.

Pricing, included services, and usage limits are displayed on the platform and incorporated by reference.

5.2 Billing Terms

- All subscriptions are **month-to-month only**
- Billing is handled via **Stripe**
- **Fees are billed upfront** at the beginning of each billing month
- There are **no long-term commitments**

Attorney authorises Company to charge the payment method on file for all applicable fees.

5.3 Cancellation

Attorney may cancel a subscription at any time through the platform.

Cancellation takes effect at the **end of the current billing period**. No refunds are provided for partially used months.

6. No Referral Fees; No Fee Splitting

Company does **not** pay referral fees, revenue shares, commissions, or other compensation to Attorney.

Attorney does not receive any portion of Company's fees, and Company does not receive any portion of Attorney's legal fees.

Attorney independently sets, bills, and collects all legal fees from clients.

Nothing in this Agreement constitutes fee splitting, revenue sharing, or a partnership under any applicable rule of professional conduct.

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7. Ethics Compliance

The parties intend this Agreement to comply with all applicable rules of professional conduct and ethics requirements.

Company provides **non-legal services only**, and Attorney retains full professional independence, judgment, and responsibility.

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8. Non-Exclusivity

This Agreement is non-exclusive.

Attorney is under no obligation to use the platform for any minimum number of matters and may use other service providers at their discretion.

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9. Marketing and Use of Name

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

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10. Term and Termination

10.1 Term

This Agreement remains in effect until terminated by either party.

10.2 Termination at Will

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

10.3 Effect of Termination

Termination does not affect:

- Fees already paid; or
- Any matter already in progress, unless otherwise agreed.

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11. Platform Discretion

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

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12. Limitation of Liability

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

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

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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

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14. Changes to Pricing or Services

Company may modify pricing or service offerings upon reasonable notice. Changes apply prospectively only.

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15. Governing Law

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

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16. Entire Agreement

This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements.

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17. Acceptance

Attorney accepts this Agreement by creating an account, subscribing to a plan, or clicking "I Agree."

Company Details

Rowe & Wren LLC

d/b/a Portunus

PORTUNUS

New York, NY

keeley@portunusai.com