



NON-EXCLUSIVE CONSULTING AGREEMENT

This Non-Exclusive Consulting Agreement (this “Agreement”) is hereby entered into by [NAME], [data] (“Consultant”), and I-4 EB-5 PARTNERS LLC, a Florida limited liability company (“Fund”), in connection with Consultant’s services with respect to the prospection and indication of parties interested in participating in the EB-5 Investor Program of the U.S. Citizenship and Immigration Service through the investment program offered by the Fund, called “I-4 EB-5 Visa Investment Program”.

1. The Fund seeks to take advantage of various professional associations and previous business contacts that Consultant may have. The Consultant shall introduce potential Non-U.S. Citizen investors and/or parties (“Prospective Non-U.S. Citizen Investors”) interested in participating in the I-4 EB-5 Visa Investment Program.
2. The Consultant agrees to provide the following services to the Fund under this Agreement:
 - Consultant will provide to the Prospective Non-U.S. Citizen Investors the information prepared by the Fund regarding the I-4 EB-5 Visa Investment Program (collectively the “Information”); and
 - After establishing communication with Prospective Non-U.S. Citizen Investors, and evaluating whether there is the need for further discussion with Consultant, as requested by the Fund, will further act as an intermediary between the parties.
3. Consultant does not have, nor shall it hold itself out as having, any right, power and/or authority to create any contract or obligation, either express or implied, on behalf of, in the name of, or binding upon the Fund. Consultant shall owe the Fund the duties of dealing honestly and fairly, loyalty, confidentiality, obedience, full disclosure, skill, care and diligence, and any other duties proscribed by applicable law.
4. The parties agree that the Fund shall pay to the Consultant a fee of US\$ 15,000.00 with respect to each and every Prospective Non-U.S. Citizen Investor introduced solely by Consultant to the Fund, provided that the referred Prospective Non-U.S. Citizen Investor enters into and consummates a binding document concerning its participation in the I-4 EB-5 Visa Investment Program (“Term Sheet”).
 - 4.1. The payment of the Consultant’s fee shall be made within 5 (five) business days after the Term Sheet’s signing, considering and subject to the provision of clause 4.2, below.
 - 4.2. The payment of the Consultant’s fee is conditioned to the effective payment of the amounts due by the Prospective Non-U.S. Citizen Investor to the Fund, according to the Term Sheet.
 - 4.3. The Parties agree that, exclusively in relation to the first 60 (sixty) days from this Agreement’s signing, the Consultant shall be entitled to an extra fee of US\$ 2,500.00 per Prospective Non-U.S. Citizen Investor that enters into the Term Sheet with the Fund.

5. Consultant shall be solely responsible for any and all costs it may incur in connection with fulfilling its duties and obligations hereunder, including, but not limited to, mileage and/or travel expenses, meals and lodging expenses, telephone, fax, e-mail, postage or other communication charges, tips, copies, and other miscellaneous charges or fees.
6. This Agreement shall be in force and effect for a period of six (6) months, renewable for additional six (6) months period if agreed in writing by the parties.
7. This Agreement may be terminated at any time by either party by seven (7) days advance written notice to the other party. The Consultant shall be entitled to the fees set forth in this Agreement in connection with any Prospective Non-U.S. Citizen Investor introduced solely by Consultant to the Fund that enters into the Term Sheet during a period commencing on the date such Non-U.S. Citizen investor was initially introduced to the Fund by the Consultant and ending twelve (12) months thereafter.
8. Any notice, request, instruction or other document to be given under this Agreement by either party to the other party shall be in writing and (a) delivered personally; (b) delivered by overnight express (charges prepaid); or (c) sent by registered or certified mail, postage prepaid:

If to the Fund: I-4 EB-5 Partners, LLC
 c/o Claudio Vernalha
 150 North Orange Ave., Suite 410
 Orlando, FL 32801

With copy to: Rodriguez & Sanabria
 c/o Gunther Sanabria, Esq.
 804 H Street N.E., Suite 1
 Washington, DC 20002

If to Consultant: [-]

9. The parties intend that the benefits of this Agreement shall inure to the parties, their respective successors and assigns and to the indemnified parties hereunder and their respective successors and assigns and representatives, and the obligations and liabilities assumed in this Agreement by the parties hereto shall be binding upon their respective successors and assigns.
10. Consultant is not an employee of the Fund for any purpose whatsoever, but is an independent contractor. The Fund is interested only in the results obtained by Consultant, who has sole control of the manner and means of performing its obligations under this Agreement, including the right to appoint, and be solely responsible for, its own personnel, employees, agents, and representatives, who shall be at Consultant's own risk, expense, and supervision and shall not have any claim against the Fund for compensation or reimbursement and Consultant shall indemnify and hold the Fund harmless against any claim, loss, or liability from any of such persons. It is understood by Consultant that employees of Consultant are not entitled to any payment or compensation from the Fund for social security, workers compensation, unemployment compensation, or other state or federal benefits, including the withholding of income tax. The Fund shall not have the right to require Consultant to do anything which would jeopardize the relationship of independent contractor between the Fund and Consultant, and should any provision, terms,

or conditions of this Agreement appear in contradiction to this understanding, then the status of Consultant as an independent contractor will prevail.

11. In the event of any dispute between the parties relating to this Agreement, the parties shall submit to binding arbitration. The arbitration shall be conducted by one arbitrator mutually approved by all parties. If the parties cannot agree on the selection of one arbitrator, each party shall select one arbitrator and the two arbitrators shall select a third. The arbitration shall be conducted in Florida, in accordance with the Commercial Rules of the American Arbitration Association, applying Florida substantive law. Judgment upon the award rendered by the arbitrator(s) may be entered and enforced in any court with jurisdiction over the appropriate party. In any action or proceeding arising out of this Agreement, the prevailing party shall also be entitled to reasonable attorney's fees and costs.
12. This Agreement embodies the entire agreement and understanding of the parties hereto and supersedes any and all prior Finder agreements, arrangements and understanding relating to the matters provided for herein. No alteration, waiver, amendment, change or supplement hereto shall be binding or effective unless the same is set forth in writing and signed by a duly authorized representative of each party.
13. This Agreement shall be construed in accordance with and governed by the laws of the State of Florida, and exclusive jurisdiction and venue for any provisional remedy related to this Agreement shall be in Orange County, Florida, without prejudice to the arbitration clause, above. This Agreement may be executed in counterparts. Electronic copies of signatures are deemed as originals for all purposes.

The parties hereto have executed this Agreement on the date set forth below.

I-4 EB-5 PARTNERS LLC.

[NAME]

Florida limited liability company

By: _____

By: _____

Title: _____

Title: _____

Print: _____

Print: _____

Witnesses:

Name:

Name:

ID:

ID: