
HEMISPHERE PROFESSIONAL SERVICES, LLC

Service Agreement

Effective upon Acceptance

This Client Service Agreement ("Agreement") is entered into between Hemisphere Professional Services, LLC ("Hemisphere," "we," "us"), and the law firm or other professional entity that accepts this Agreement ("Client," "you"). This Agreement governs all services provided by Hemisphere to Client and becomes binding upon the earlier of: (a) Client's submission of a project request to Hemisphere following receipt of this Agreement; or (b) execution of an Order Form that references this Agreement.

Client may engage Hemisphere on a project-by-project basis or establish an ongoing relationship - both are governed by these terms. Where the parties execute a separate Order Form or engagement letter for a specific project, those terms supplement this Agreement and, in the event of a conflict, control for that engagement.

1. SERVICES

1.1 Scope of Services

Hemisphere provides China-focused verification and investigation support to law firms and other professional clients. Services include:

- Address Verification Reports (AVR): Assessment of whether a business address exists and whether it appears consistent with available information, including map review, public-source research, and preliminary risk indicators.
- Onsite Verification Reports (OVR): Site visits conducted through Hemisphere's investigator network in China, including photographs, signage review, business activity observations, and supporting documentation.
- Other services as described in a written project request or Order Form accepted by Hemisphere.

1.2 How Engagements Work

Each project begins when Client submits a request (by email, portal, or Order Form) and Hemisphere confirms acceptance in writing. Hemisphere may accept or decline any request at its discretion. Confirmed projects are subject to this Agreement and any additional terms in the applicable Order Form.

1.3 Turnaround Times

Turnaround times are project-specific and will be communicated to Client in writing before work commences on each engagement.

Stated timelines are good-faith estimates, not guarantees. Timelines may vary based on location, investigator availability, and complexity. Hemisphere will notify Client promptly of any material changes to a confirmed timeline.

1.4 Investigator Network

Onsite services are performed through Hemisphere's network of third-party field investigators in China. Hemisphere coordinates, reviews, and delivers all reports, but is not liable for disruptions caused by third-party investigators beyond Hemisphere's reasonable control.

1.5 Geographic Coverage

Services are designed for matters involving entities and addresses in mainland China.

1.6 Nature of Deliverables -- Best Efforts; No Liability for Consequences

Hemisphere performs all investigations using commercially reasonable best efforts under real-world conditions in China. Client acknowledges and agrees that:

- Access to sites, public records, and business information in China is inherently limited and subject to conditions beyond Hemisphere's control, including restricted access, incomplete public registries, uncooperative third parties, and other on-the-ground constraints.
- All reports reflect observations and information obtained at the time of the specific investigation and may not reflect subsequent changes to an address, entity, or business.
- A negative finding – including a finding that no business activity was observed, that signage was absent, or that an address could not be confirmed -- does not constitute a guarantee or legal determination that no business exists, operates, or has ever operated at that location.
- Hemisphere is not responsible for any legal outcome, judicial decision, litigation result, or other consequence – whether direct or indirect – arising from Client's use of or reliance on any report or deliverable.

Client is solely responsible for evaluating the reliability and suitability of Hemisphere's reports for Client's intended use, and for independently corroborating any findings before relying on them for legal or business decisions.

2. CLIENT RESPONSIBILITIES

Client agrees to:

- Provide accurate, complete, and timely information for each project request, including correct entity names, addresses, and any supporting documentation.
- Notify Hemisphere promptly of any corrections or updates to submitted information.
- Use Hemisphere's reports only for lawful purposes and in connection with legitimate legal or business matters.
- Maintain the confidentiality of any portal credentials and notify Hemisphere promptly of any suspected unauthorized access.
- Represent and warrant to Hemisphere that Client's submission of each project request, and Client's use of any resulting report, complies with all applicable federal, state, and local laws and regulations, including without limitation U.S. export control and sanctions laws.

Any corrections or updates to information submitted after a project has commenced may result in delays to the confirmed timeline or require a revised project scope and fees. Hemisphere will notify Client of any such impact promptly upon receipt of the updated information.

Hemisphere's ability to perform the Services and the accuracy of reports depend on the information Client provides. Hemisphere is not liable for inaccuracies caused by incomplete, incorrect, or misleading information supplied by Client.

3. EXPORT CONTROLS AND SANCTIONS COMPLIANCE

3.1 Client Representations

Client represents and warrants that, with respect to each entity or address submitted to Hemisphere for investigation:

- Client has conducted a reasonable review and, to Client's knowledge, the subject entity is not a Restricted Party.
- The engagement is not prohibited by any applicable U.S. or other governmental sanctions program.
- Client's use of the Services and any resulting reports will comply with all applicable U.S. export control laws and regulations, including the Export Administration Regulations (EAR) and regulations administered by the Office of Foreign Assets Control (OFAC).

3.2 Definition of Restricted Party

"Restricted Party" means any individual or entity: (a) listed on OFAC's Specially Designated Nationals and Blocked Persons List or any other U.S. government restricted or denied party list; (b) located in a country or territory subject to comprehensive U.S. sanctions; or (c) otherwise prohibited from receiving U.S. services under applicable law.

3.3 Client's Responsibility

Hemisphere does not independently screen submitted entities against sanctions or restricted party lists prior to commencing work. Client is solely responsible for conducting any required sanctions screening before submitting a project request. If Client discovers after submission that a subject entity may be a Restricted Party, Client must notify Hemisphere immediately. Hemisphere reserves the right to suspend or terminate any engagement upon learning that a subject entity may be a Restricted Party, without liability to Client.

3.4 Indemnification for Sanctions Violations

Client will defend, indemnify, and hold harmless Hemisphere from any claim, penalty, fine, or liability arising out of or relating to Client's failure to comply with applicable export control or sanctions laws in connection with any project submitted to Hemisphere.

4. FEES AND PAYMENT

4.1 Fees

Fees are set forth in Hemisphere's applicable fee schedule, project confirmation, or Order Form communicated to Client at the time of engagement. Hemisphere may update its fee schedule at any time; changes apply to new project submissions made after the update.

4.2 Payment Terms

Payment terms are set at the time of engagement and may vary by client and project type. Unless otherwise specified in writing, invoices are due within thirty (30) days of the invoice date. For new clients or high-volume engagements, Hemisphere may require prepayment or a deposit before commencing work.

4.3 Overdue Amounts

Past-due invoices may accrue interest at 1.5% per month (or the maximum rate permitted by applicable law, if lower). Hemisphere reserves the right to suspend Services and withhold delivery of completed reports for accounts with outstanding balances.

4.4 Taxes

Fees do not include applicable taxes. Client is responsible for any sales, use, or similar taxes imposed on the Services.

5. CONFIDENTIALITY

5.1 Mutual Obligations

Each party agrees to keep the other party's Confidential Information strictly confidential and to use it only as necessary to perform or receive the Services. Each party will protect the other's

Confidential Information with at least the same care it uses for its own confidential information, and in no event less than reasonable care.

5.2 Definition

"Confidential Information" means any non-public information disclosed by one party to the other in connection with the Services that is designated as confidential or that reasonably should be understood to be confidential. It does not include information that: (a) is or becomes publicly known through no breach of this Agreement; (b) is independently developed without use of the disclosing party's Confidential Information; or (c) is required to be disclosed by law or court order, provided the receiving party gives prompt written notice where legally permitted.

5.3 Attorney-Client Matters

Hemisphere understands that Client may be sharing information in connection with attorney-client privileged matters. Hemisphere will treat all Client-submitted matter information as confidential and will not disclose it to third parties except to the extent necessary to perform the Services, including engagement of field investigators, or as required by law.

6. INTELLECTUAL PROPERTY AND USE OF REPORTS

6.1 License to Client

Upon receipt of full payment, Hemisphere grants Client a non-exclusive, non-transferable license to use the reports and deliverables produced for that project solely for Client's internal legal or business purposes in connection with the specific matter for which the Services were ordered. Client may share reports with its own clients in connection with that matter.

6.2 Restrictions

Client may not reproduce, sell, sublicense, or publish Hemisphere's reports, templates, or methodologies for commercial purposes without Hemisphere's prior written consent. Client may not use deliverables in a manner that misrepresents the scope, nature, or conclusions of Hemisphere's findings.

6.3 Hemisphere's Intellectual Property

All rights in Hemisphere's website, portal, workflows, investigation methodologies, templates, and branding remain with Hemisphere. No license is granted except as expressly stated in this Agreement.

7. DATA AND PRIVACY

Client retains all rights in the data and information it submits to Hemisphere. Hemisphere will use Client data solely to perform the Services. Hemisphere maintains commercially reasonable

administrative, technical, and physical safeguards to protect Client data from unauthorized access, use, or disclosure. Hemisphere's collection and use of personal information submitted through the website or portal is governed by Hemisphere's Privacy Policy.

8. DISCLAIMERS

THE SERVICES ARE PROVIDED "AS IS" AND ON A BEST-EFFORTS BASIS. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, HEMISPHERE DISCLAIMS ALL WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, COMPLETENESS, OR NON-INFRINGEMENT.

HEMISPHERE DOES NOT WARRANT THAT: (A) REPORTS WILL BE FREE FROM ERROR OR OMISSION; (B) ANY ADDRESS, ENTITY, OR BUSINESS INFORMATION WILL BE ACCURATELY OR COMPLETELY REFLECTED IN PUBLIC RECORDS OR OBSERVABLE DURING A SITE VISIT; (C) SITE VISITS WILL BE POSSIBLE OR CONCLUSIVE FOR ALL REQUESTED LOCATIONS; OR (D) THE SERVICES WILL MEET CLIENT'S SPECIFIC LEGAL, EVIDENTIARY, OR STRATEGIC REQUIREMENTS.

HEMISPHERE IS NOT RESPONSIBLE FOR ANY LEGAL OUTCOME, JUDICIAL DETERMINATION, LITIGATION RESULT, OR OTHER CONSEQUENCE -- WHETHER DIRECT OR INDIRECT -- ARISING FROM CLIENT'S USE OF OR RELIANCE ON ANY REPORT OR DELIVERABLE. CLIENT ASSUMES ALL RISK ASSOCIATED WITH ITS DECISION TO ACT OR REFRAIN FROM ACTING BASED ON HEMISPHERE'S FINDINGS.

Nothing in the Services or any deliverable constitutes legal advice. Hemisphere is not a law firm. Client is responsible for obtaining qualified legal counsel and for all legal determinations made in connection with use of Hemisphere's reports.

9. LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, HEMISPHERE WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES, OR FOR LOSS OF PROFITS, REVENUE, DATA, OR BUSINESS OPPORTUNITY, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

HEMISPHERE'S TOTAL LIABILITY TO CLIENT ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE SERVICES WILL NOT EXCEED THE TOTAL FEES PAID BY CLIENT TO HEMISPHERE FOR THE SPECIFIC PROJECT GIVING RISE TO THE CLAIM, OR, IF THE CLAIM DOES NOT RELATE TO A SPECIFIC PROJECT, THE TOTAL FEES PAID BY CLIENT IN THE THREE (3) MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

These limitations do not apply to Client's payment obligations, either party's confidentiality obligations, Client's obligations under Section 3, or liability arising from gross negligence, willful misconduct, or fraud.

10. INDEMNIFICATION

Client will defend, indemnify, and hold harmless Hemisphere and its members, officers, employees, and agents from and against any third-party claims, damages, losses, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to: (a) Client's use of the Services in violation of this Agreement or applicable law; (b) any misrepresentation in information Client provides to Hemisphere; (c) Client's use or disclosure of Hemisphere's reports in a manner not authorized by this Agreement; or (d) Client's violation of applicable export control or sanctions laws in connection with any project submitted to Hemisphere.

11. TERM AND TERMINATION

11.1 Term

This Agreement remains in effect for so long as Client engages Hemisphere for Services or maintains an active account. Either party may terminate this Agreement by providing thirty (30) days written notice, provided that any in-progress projects will be completed or wound down as agreed in writing.

11.2 Termination for Cause

Hemisphere may suspend or terminate Client's access immediately upon written notice if: (a) Client materially breaches this Agreement and fails to cure within ten (10) business days of notice; (b) Client has an outstanding balance more than thirty (30) days past due; (c) Client's conduct creates legal, regulatory, sanctions-related, or reputational risk to Hemisphere; or (d) Hemisphere determines that continued performance may violate applicable law.

11.3 Effect of Termination

Upon termination, Client's right to access Services ceases. Client's obligation to pay outstanding Fees survives termination. Sections 3, 5, 6, 7, 8, 9, 10, and 12 survive termination.

12. GENERAL PROVISIONS

12.1 Governing Law and Venue

This Agreement is governed by the laws of the State of Illinois, without regard to conflict-of-laws principles. Each party submits to the exclusive jurisdiction and venue of the state and federal courts located in Cook County, Illinois for any dispute arising out of this Agreement.

12.2 Informal Resolution

Before initiating any formal legal proceeding, the parties agree to attempt in good faith to resolve disputes through senior-level discussions for at least thirty (30) days after written notice.

12.3 Assignment

Client may not assign this Agreement without Hemisphere's prior written consent. Hemisphere may assign this Agreement in connection with a merger, acquisition, or sale of substantially all of its assets.

12.4 Force Majeure

Neither party will be liable for delays or failures caused by circumstances beyond its reasonable control, including natural disasters, government action, pandemic, or infrastructure outages. Hemisphere will notify Client promptly of any such circumstances affecting an active project.

12.5 Notices

Notices under this Agreement may be sent by email. Hemisphere may send notices to the email address associated with Client's account. Client may reach Hemisphere at hemisphere@hemispheresupport.com. Notices are effective upon confirmed delivery.

12.6 Amendments

Hemisphere may update this Agreement by posting a revised version at www.hemispheresupport.com with an updated effective date. Client's continued submission of project requests after the effective date constitutes acceptance of the updated terms. For material changes, Hemisphere will provide advance email notice where practicable.

12.7 Entire Agreement

This Agreement, together with any applicable Order Form or project confirmation, constitutes the entire agreement between the parties regarding the Services and supersedes all prior oral or written agreements. In the event of a conflict between this Agreement and an Order Form, the Order Form controls for that engagement.

12.8 Severability and Waiver

If any provision of this Agreement is found unenforceable, it will be modified to the minimum extent necessary to make it enforceable, and the remaining provisions will continue in effect. Failure to enforce any provision does not waive the right to enforce it in the future.

A C C E P T A N C E

Client accepts this Agreement by: (a) sending written or email confirmation to hemisphere@hemispheresupport.com; (b) submitting a project request to Hemisphere following receipt of this Agreement; or (c) executing an Order Form that references this Agreement. No physical signature is required. Hemisphere will confirm acceptance in writing.

Hemisphere Professional Services, LLC
hemisphere@hemisphesupport.com · www.hemispheresupport.com
