



EXPERIENCED ASSOCIATES

**EXPERIENCED ASSOCIATES
IMMIGRATION SERVICES
AGREEMENT**

EXPERIENCED ASSOCIATES, LLC
2325 Pamperin Road, Suite 2
Green Bay, Wisconsin 54313

This Immigration Services Agreement (“Agreement”) by and between

Eduard Avtandilyan

of

Russia, Volzhskiy city, 8 Kuibishevskaya, apt. 6

(“Driver Associate”)

and

Experienced Associates, LLC,

of 2325 Pamperin Road, Suite 2, Green Bay, WI 54313 (“EA”)

A Wisconsin limited liability company organized and existing under the laws of the State of Wisconsin

Each a “Party” and collectively the “Parties”,

is dated this Friday, December 13, 2024 (the “Effective Date”).

1. Recitals

WHEREAS, EA is in the business of consulting and facilitating immigration and relocation services in the United States;

WHEREAS, Driver Associate has been offered a conditional offer of employment with an Employer within the United States (“US Employer”) on condition that Driver Associate obtains Lawful Permanent Resident immigration status (“Green Card”); and

WHEREAS, Driver Associate has hired EA to facilitate Driver Associate’s immigration and relocation to the United States upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the matters described above, and of the mutual benefits and obligations set forth in this Agreement, the Parties agree as follows:

2. Engagement

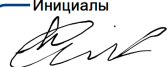
2.1. Services. EA shall provide the following Services for the Driver Associate (collectively, the “Services”):

- 2.1.1. Advise the Driver Associate with respect to United States immigration law.
- 2.1.2. Liaise between the US Employer, the United States Department of Labor (USDOL), the United States Department of Homeland Security (DHS), the United States National Visa Center (NVC), and the United States Consulate in the Driver Associate’s home country.
- 2.1.3. Prepare all forms and submissions as required and appropriate for the Driver Associate obtaining a US Green Card and pay all applicable government fees.
- 2.1.4. Coordinate a medical examination for the Driver Associate as required by the US Consulate.
- 2.1.5. Inform Driver Associate on the progress of his/her application.
- 2.1.6. Provide relocation advice and guidance to help Driver Associate transition from Driver Associate’s home country to the United States.
- 2.1.7. Supply a one-way plane ticket (economy class) for the Driver Associate from his/her home country to the United States (airline and schedule at the sole discretion of EA).
- 2.1.8. Provide access to online education materials for the purpose of U.S. Commercial Driver License test training.

2.2. Fees. In full consideration for the performance of the Services provided hereunder, and for any rights granted or relinquished by EA, the Driver Associate shall pay EA according to the following schedule:

- 2.2.1. **“Enrollment Fee”:** an enrollment fee is required to join the program and must be paid within six months of joining the program with a minimum of \$500 per month. Not paying the enrollment fee within the set amount of time may result in removal from the program.
- 2.2.2. **“Program Fee”:** A non-refundable periodic Program Fee of \$70.00 (Seventy) US Dollars payable every WEEK starting on the first day of Driver Associate’s employment with US Employer (“Driver Associate Start Date”) and ending after a total of 156 payments have been made in full. The Program Fee shall be paid directly from each weekly payroll payment made from US Employer to Driver Associate. Driver Associate may not pre-pay or accelerate payments of the Program Fee.

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- 2.2.3. **“Success Fee”**: A periodic Success Fee of \$70.00 (Seventy) US Dollars payable every WEEK starting on the Driver Associate Start Date and ending after a total of 156 payments have been made in full. The Success Fee shall be paid directly from each weekly payroll payment made from US Employer to Driver Associate. Driver Associate may not pre-pay or accelerate payments of the Success Fee.
- 2.2.4. **If Driver Associate fulfills his/her obligations hereunder and this Agreement does not terminate for cause prior to the expiration of the Term, EA shall refund the Success Fee (total potential refund of \$10,920.00, calculated as: \$70/week multiplied by 156 weeks) to Driver Associate as a lump sum payment within thirty (30) days of expiration of the Term.**

ITEMIZATION OF FEES (assuming weekly payroll)	
Enrollment Fee (Paid within six months of joining the program)	\$3,000
Program Fee (Deducted from Payroll Each Pay Period)	\$70.00
Success Fee (Deducted from Payroll Each Pay Period)	\$70.00
Total Amount to be Deducted from Payroll Each Pay Period	\$140.00
Payroll frequency	Weekly
Total Number of Weekly Payroll Deductions to be made	156
Total Amount to be Deducted from Payroll (in aggregate)	\$21,840.00
Success Fee Refund upon Full Term Contract Completion	\$10,920.00

2.3. Additional Fee Terms.

- 2.3.1. **Fee Adjustment**: All fees herein are based on current government immigration fees and costs as of the date of this Agreement (including, but not limited to the Immigrant Petition Fee for Alien Worker, Immigrant Visa Application Processing Fee and USCIS Immigrant Fee). Driver Associate acknowledges that government immigration fees and costs are subject to change without notice. **EA may increase its fees to match increases in government immigration fees and costs still to be paid on behalf of Driver Associate.** Driver Associate shall pay such increase within thirty (30) days of written notice from EA.
- 2.3.2. All payments shall be made to Experienced Associates, LLC, at 2325 Pamperin Rd, Suite 2, Green Bay, WI 54313 or its assignee, via weekly payroll deduction unless otherwise directed by EA in writing to Driver Associate.
- 2.3.3. For any payments made by Driver Associate to EA more than ten (10) days past the applicable due date, Driver Associate shall be charged a 10% late fee or \$10.00, whichever is less. Failure to pay such payments more than thirty (30) days past the applicable due date shall be considered a material default and EA may terminate this Agreement immediately. In such event, if EA assigns this contract to a collection agency, Driver Associate agrees to pay an additional 18% of the unpaid balance as the reasonable costs of collection and liquidated damages.
- 2.3.4. To ensure payment of the Program Fee and the Success Fee, Driver Associate shall agree payments to be deducted automatically from paychecks from US Employer to Driver Associate and shall complete and sign the Payroll Deduction Form.
- 2.3.5. The cost of the medical examinations required by the US Consulate, Vaccinations needed (if any), Passport fees, Housing, Meals, Travel Costs (other than set forth in 2.1.7) or any other fee or cost not described in Section 2: Engagement is not included in our fee and shall be paid directly by the Driver Associate.

2.4. Term and Termination.

- 2.4.1. The term of this Agreement shall be for three (3) years after the Driver Associate Start Date with the US Employer, or until 156 combined Program Fee and Success Fee payments have been made in full to EA (the “Term”).
- 2.4.2. This Agreement shall automatically terminate without cause at the expiration of the Term.
- 2.4.3. This Agreement shall terminate without cause if the Driver Associate’s Green Card application is denied for any reason by the US government.
- 2.4.4. Driver Associate may terminate this Agreement without cause within five (5) days of the Effective Date by proving written notice to EA.
- 2.4.5. EA may terminate this Agreement:
- without cause** at the sole discretion of EA;

- b. **without cause** if the Driver Associate dies;
- c. **without cause** if the Driver Associate becomes Permanently Disabled. For purposes of this Agreement, "Permanent Disability" is defined as the inability of the Driver Associate to perform his/her material duties hereunder due to a physical or mental injury, infirmity, or incapacity for one hundred and eighty (180) days (including weekends and holidays) in any three hundred and sixty-five (365) day period, with or without reasonable accommodations as defined (and if required) by applicable state and federal disability laws. The existence or nonexistence of a Permanent Disability shall be determined by an independent physician selected by EA and reasonably acceptable to the Driver Associate;
- d. **for cause**, which for purposes of this Agreement shall mean Driver Associate:
 - (A) has engaged in negligent or willful misconduct in the performance of the duties required hereunder,
 - (B) has been convicted of a misdemeanor involving moral turpitude or convicted of a felony;
 - (C) has materially failed without proper legal reason to perform the duties and responsibilities required hereunder or in employment agreement with US Employer (continuing three business days after receipt of written notice of need to cure);
 - (D) has breached any material written company policy established by EA or US Employer that Driver Associate is or should have been aware of;
 - (F) has engaged in conduct that Driver Associate knows or should know is materially injurious to EA or the US Employer;
 - (G) has breached any provision of this Agreement which, if correctable, remains uncorrected for three (3) business days following written notice to Driver Associate by EA of such breach;
 - (H) has misrepresented his/her work experience or qualifications on EA or US Employer's application materials;
 - (I) has not obtained a U.S. Commercial Driver License Class A within sixty (60) days of arriving in the US;
 - (J) does not commence work on Employment Start Date, unless otherwise directed by EA or US Employer; or
 - (K) **Driver Associate's employment with US Employer has been terminated for any reason voluntarily or involuntarily by Driver Associate or US Employer; provided however**, EA reserves the right to pursue placing Driver Associate with another US Employer wherein Driver Associate shall fulfill their obligations and pay unpaid portions of the Program Fee and Success Fee under the Agreement to EA with new US Employer.

2.4.6. Consequences of Termination.


If this Agreement is terminated for cause, the unpaid portion of the Program Fee and Success Fee shall accelerate and become immediately due; provided however, if Driver Associate is placed by EA with another US Employer, as outlined in 2.4.5(d)(K), Driver Associate shall fulfill its obligations under the Agreement with the new US Employer.

3. Confidentiality and Nondisclosure

Driver Associate recognizes that EA has and will have business affairs, products, future plans, trade secrets, customer lists, and other vital information (collectively "Confidential Information") that are valuable assets of EA. Driver Associate agrees that he or she shall not at any time or in any manner, either directly or indirectly, divulge, disclose, or communicate in any manner any Confidential Information to any third party without the prior written consent of EA. Driver Associate will protect the Confidential Information and treat it as strictly confidential.

4. Performance and Indemnification

- 4.1. Driver Associate understands that if Driver Associate fails to perform as specified in this Agreement, Driver Associate may be subject to legal action by EA.
- 4.2. Driver Associate shall indemnify EA from and against any loss, damage, or injury EA shall suffer as a result of any breach of this Agreement by Driver Associate. Such all-encompassing indemnity shall include, but not be limited to, losses, damages, injury, or liability that EA may suffer as a result of Driver Associate's breach, in any way, of this Agreement. Such damages and injuries that may be awarded to EA against Driver Associate shall be deemed to include all actual, general, special, and consequential damages awarded to EA, its agents or assigns, against any party who benefits in any way from Driver Associate's breach of this Agreement, as well as any attorney's fees, costs of suits, costs of mediation or arbitration, or costs of appeal which may be awarded in any litigation or arbitration instituted by or against EA to recover monetary compensation for such loss, damage, or injury or to obtain injunctive relief from Driver Associate's failure to perform as specified in this Agreement.

Инициалы


5. Relationship of Parties

- 5.1. The relationship of the Parties is that of independent contractors. Nothing contained in this Agreement and no action by either Party shall be deemed to constitute any Party or any Party's employees or agents to be an employee or agent of the other Party or shall be deemed to create any partnership, joint venture, association, or syndicate among or between any of the Parties, or shall be deemed to confer on any Party any express or implied right, power, or authority to enter into any agreement or commitment, express or implied, or to incur any obligation or liability on behalf of, the other Party.
- 5.2. Driver Associate is not to be considered an agent or employee of EA for any purpose and will not be entitled to any of the benefits EA provides for its employees.
- 5.3. Driver Associate hereby authorizes and gives irrevocable consent to EA to collect, store, process, and forward any necessary information provided by Driver Associate to any governmental body or any official thereof, if required, as part of or in any way related to his/her application for a Green Card.
- 5.4. Driver Associate understands and acknowledges that the immigration process, timing, and issuance of Green Cards and immigration benefits are controlled solely by the US government. EA and its executives will use their knowledge and expertise to obtain the results desired by Driver Associate, but EA makes no representations or warranties concerning the immigration process or success in obtaining a Green Card for the Driver Associate. Driver Associate hereby releases EA from any claims or liabilities related to a Green Card application rejection by the US government.

6. Governing Law, Mediation, and Arbitration

- 6.1. This Agreement shall be construed according to the laws of the State of Wisconsin, exclusive of Wisconsin's conflict of laws provisions.
- 6.2. Upon written notice of any dispute that arises out of or relates to a Driver Associate's engagement with EA (the "Dispute"), the Parties shall attempt to resolve it promptly by negotiation between the Parties who have authority to settle the Dispute. This process should be completed within 30 days ("Negotiation").
- 6.3. If the Dispute cannot be settled through Negotiation, the Parties agree first to try in good faith to settle the Dispute by mediation lasting at least one day, before resorting to arbitration, litigation, or some other dispute resolution procedure ("Mediation").
- 6.4. Any Dispute not resolved through Negotiation or Mediation in accordance with Steps 6.2 and 6.3 shall be resolved by final and binding arbitration in the City of Green Bay, Wisconsin, and administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, using one arbitrator. The Parties understand that arbitration is final and binding and that they are waiving their rights to other resolution processes such as court action, which may provide a right to a jury trial and the opportunity to take witness testimony prior to such a proceeding, or administrative proceeding.

7. General

- 7.1. Driver Associate understands that this Agreement shall be effective when executed by both EA and Driver Associate and that the terms of this Agreement shall remain in full force and effect both during the continuation of the engagement and after expiration or termination of the engagement for any reason whatsoever.
- 7.2. Driver Associate is responsible for any tax liabilities that may be related to any refund of the Success Fee. Consult a tax advisor for more information.
- 7.3. This Agreement constitutes the sole and entire agreement between EA and the Driver Associate and supersedes any and all prior verbal or written understandings or agreements concerning the subject matter contained herein.
- 7.4. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.
- 7.5. Each and all of the provisions of this Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns.
- 7.6. EA may assign its rights or obligations hereunder without the prior written consent of the Driver Associate. No assignment shall relieve the assigning Party of any of its obligations hereunder.
- 7.7. This Agreement may only be amended, modified, or supplemented by an agreement in writing signed by each Party hereto. No waiver by any Party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the Party so waiving. No waiver by any Party shall operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character.

whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

8. Counterparts

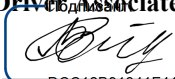
This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

In witness of the above, each Party to this agreement has caused it to be executed on the date indicated below.

Experienced Associates, LLC

Signed: _____
Name: _____
Title: _____
Date: _____

Driver Associate

Signed: 
Name: Eduard Avtandilyan
Date: 12/13/2024

