



Immigration Services®  
**PV BRANDS USA**

"Your source with the GREATEST intention."

RE: IMMIGRATION SERVICES

## Immigration Consultant Service Agreement

No. 07182021-NTHT

**THIS IMMIGRATION CONSULTANT SERVICE AGREEMENT (The "Agreement") dated this \_\_\_\_ day of \_\_\_\_\_, 2022 BETWEEN:**

### PARTY A:

1. Name : \_\_\_\_\_

Address : \_\_\_\_\_

Tel : \_\_\_\_\_

Email : \_\_\_\_\_

Title : (The "Client's Representative")

2. Name : \_\_\_\_\_

Date of Birth : \_\_\_\_\_

Passport : \_\_\_\_\_

Email : \_\_\_\_\_

Address : \_\_\_\_\_

Tel : \_\_\_\_\_

Title : Client (The "Client")

**AND**

**PARTY B:**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Represented By: \_\_\_\_\_

Tel: \_\_\_\_\_

Email: \_\_\_\_\_

Title: \_\_\_\_\_

**BACKGROUND**

- A. The Client is of the opinion that the Consultant and his Attorneys have the necessary qualifications, experiences and abilities to provide Consultant Advice and Immigration Assistance Services to his/her client.
- B. The Consultant is agreeable to providing such Consultant Advice and Immigration Assistance Services to the Client of the Client on the terms and conditions set out in this Agreement.

*IN CONSIDERATION OF the matter described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Client and the Consultant (individually the "Party" and collectively the "Parties" to this Agreement) agree as follows:*

**1. Consultant**

1.1. The Client hereby agrees to engage the Consultant to provide Client of the Client with services (the "Services") consisting of,

- a) All Consultant Services in Immigration matters for Customer.
- b) Application, form, or petition being filed for the Client with USCIS (United States Citizenship and Immigration Services.)
- c) Provide the Consulting Service to the Client of the Client in search of a suitable status for applying to obtain for Green Card or Permanent Resident Status.

1.2. The Legal Immigration Services will also include any other tasks which the Parties may agree on. The Consultant hereby agrees to provide such services to Client's of the Client.

**2. The Client**

The Consultant hereby agrees to engage Client of the Client to provide and support the Consultant with adequate information documents consisting of,

- Copy of Passport of Client (Notarized)
- Copy of Client's Marriage License (if married, Notarized and English Translation)
- Copies of Birth Certificate of Client (Notarized and English Translation)
- Copy of Personal ID (Notarized and English Translation)
- Copy of Household Book Record (Notarized and English Translation)
- Copy of Clearance no.2 (Notarized and English Translation)
- Copy of College Degree or School Diploma or any training certificate of Client (if applicable with Notarized and English Translation)
- 4 X Passport Pictures

**SPOUSE:**

- Copy of Passport (Notarized)
- Copies of Birth Certificate (Notarized and English Translation)
- Copy of Personal ID (Notarized and English Translation)
- Copy of Clearance no.2 (Notarized and English Translation)
- 4 X Passport Pictures

**CHILDREN:**

- Copy of Passport (Notarized)
- Copies of Birth Certificate (Notarized and English Translation)
- Copy of Personal ID (If 16 and over. Notarized and English Translation)
- 4 X Passport Pictures

Lacking of cooperation in providing such necessary documents may delay the process of submitting application to USCIS.

**3. Term of the Agreement**

The terms of this Immigration Services Agreement (the "Term") will begin on the date of this Immigration Services Agreement and remain in full force and effect until the completion of the Immigration Services as obtaining Green Card status, subject to earlier termination as provided in this Immigration Services Agreement as described below:

**a) Estimate time :** At least one hundred and eighty (180) days and up for receiving Visa and obtain working permit (EAD card) by Department of Labor and accepted by the USCIS to work in US.

**b) 1st month :** Collecting all required and necessary documents for the process of working status and proceed further for initial approval of department of labor.

**c) from 3rd month and up :** Obtain initial approval of labor and proceed further with USCIS.

**d) 4th month and up :** Receive notice of preparation for DS-260.

**e) 6th month and up :** Arrangement for receiving working Visa and go to U.S.

The waiting time period for obtaining Visa with US consular shall be from 6-7 months and up or may be earlier. The term of this Immigration Services Consultant Agreement may be extended by mutual written agreement of the Parties.

#### **4. Performance**

The Parties agree to do everything necessary to ensure that the terms of this Immigration Services Agreement is fully effective.

#### **5. Currency**

Except as otherwise provided in this Immigration Services Agreement, all monetary service fee amounts mentioned to in this Agreement are in USD (United States Dollars)

#### **6. Compensation**

**6.1.** For the Immigration Services rendered by the Consultant as required by this Immigration Services Agreement, the Client will receive the **partial refundable Fee Service Charges** (the "Fee") by the Consultant as shown below:

a) 75% of total contract value will be refunded upon the Client's decision of surrendering the contract agreement prior to receive labor approval.

b) 50% of total contract value will be refunded upon the Client's decision of surrendering the contract agreement after received notice from NVC.

c) 10% of total contract value will be refunded upon the Client's decision of surrendering the contract agreement after received Visa approval.

d) 90% of total contract value will be refunded upon the Client is denied.

**6.2.** The Client shall be responsible for all fee payments. The Fee will be payable upon the obligation as shown below:

**A.** Fee Services Payment installment:

- 25% Initial Fee Services Payment Deposit when signing this Immigration Services Contract Agreement.
- 25% Fee Services Payment Deposit after receiving submission approval case number.
- 25% Fee Services Payment Deposit, when receive Visa approval.

- 15% After client obtained Visa and arrived in US to start working.
- 10% Receive notice of obtaining Green card.

## **7. Return of Property**

Upon the expiry or termination of this Immigration Services Agreement, the Consultant will return to the Client any property, documentation, records, or confidential information which is the property of the Client.

## **8. Capacity / Independent Consultant**

In providing the Services under this Immigration Services Agreement it is expressly agreed that the Consultant is acting as an independent Immigration Service Consultant and not as an employee.

The Consultant and the Client acknowledge that this Agreement does not create a partnership or joint venture between them, and is exclusively a contract for Immigration Services only.

## **9. Notice**

All notice, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the Parties of this Agreement as follows:

**A.** Name : \_\_\_\_\_  
 Address : \_\_\_\_\_  
 Represented By : \_\_\_\_\_  
 Tel : \_\_\_\_\_  
 Email : \_\_\_\_\_  
 Title : \_\_\_\_\_

**B.** Name : \_\_\_\_\_  
 Address : \_\_\_\_\_  
 Tel : \_\_\_\_\_  
 Email : \_\_\_\_\_  
 Title : Representative (The "Client's Representative")

C. Name : \_\_\_\_\_

Date of Birth : \_\_\_\_\_

Passport : \_\_\_\_\_

Email : \_\_\_\_\_

Address : \_\_\_\_\_

Tel : \_\_\_\_\_

Title : Client (The "Client")

### **10. Warranty Full Refund of Services**

The Consultant hereby accepts, confirms and guarantee the full refund of the complete Fee Service amount for the Immigration Services that is deposited and, paid by the Client of the Client if, the client fails the interview for visa permit after deduction of Attorney fee and application fee to USCIS.

### **11. Modification of Agreement**

Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidence in writing signed by each Party or an authorized Client of each Party is existed.

### **12. Time of the Essence**

Time is of the essence in this Agreement. No extension or variation of this Agreement will operate as a waiver of this provision.

### **13. Successors and Assigns**

This Agreement is intended to bind and inure to the benefit of and be enforceable by the Parties, and their respective successors, assigns, heirs, executors and administrators; provided, that neither party may assign any duties or his/her rights hereunder without the written consent of the other party.

### **14. Entire Agreement**

This Agreement constitutes the entire agreement with respect to the subject matter hereof, and supersedes all other prior agreements and understandings, both written and oral, among the parties hereto and their affiliates.

### **15. Enurement**

This Agreement will enure to the benefit of and be binding on the Parties and their respective heirs, executors, administrators, successors and permitted assigns.

## **16. Dispute Resolution**

The parties will attempt to resolve any dispute arising out of or relating to this Agreement through friendly negotiations amongst the parties. If the matter is not resolved by negotiation, the parties will resolve the dispute using the below Alternative Dispute Resolution (ADR) procedure.

Any controversies or disputes arising out of or relating to this Agreement will be submitted to mediation in accordance with any statutory rules of mediation. If mediation is not successful in resolving the entire dispute or is unavailable, any outstanding issues will be submitted to binding arbitration under the rules of the American Arbitration Association (AAA). The arbitrator's award will be final, and judgment may be entered upon it by any court having proper jurisdiction.

## **17. Governing Law**

This Agreement will be governed in all respects by the law of the State of California.

## **18. Notices**

Except as may be otherwise specifically provided in this Agreement, all notices required or permitted hereunder shall be in writing and shall be deemed to be delivered when deposited in the mail, postage prepaid, certified or registered mail, return receipt requested, addressed to the parties at their respective addresses set forth in this Agreement or at such other addresses as may be subsequently specified by written notice.

## **19. Severability of Invalid Provisions**

If any provision of this Agreement is deemed unenforceable, that provision will be omitted only to the extent necessary to make this Agreement valid and enforceable, and the remaining provisions will remain in full force and effect.

## **20. Amendments**

This Agreement may be modified or amended if the amendment is made in writing and is signed with consent by All Parties only.

## **21. Waiver of Contractual Right**

The failure of any Party when enforce any provision of this Agreement, shall not be construed as a waiver or limitation of that Party's right to subsequently enforce and follow strict compliance of every provision of this Agreement.

## **22. Non-Circumvention and Non-Disclosure**

The Parties accept and agree to the provisions of Non-circumvention and Non-disclosure of the International Chamber of Commerce, Geneva, Switzerland (I.C.C. 400, 500 and 600). **Violating Party will be subject to penalty of 100% loss of total contract value**, with regards to All Parties involved in this contract, additions, renewals, and third party assignments with full reciprocation for a period of **ten (10) years** from the date of execution of this contract includes all the renew and extension of this contract.

### **23. Confidentiality**

Any information pertaining to the consultant's business to which any of the other Party is exposed as a result of the relationship contemplated by this Agreement shall be considered to be "Confidential Information." Neither Party may disclose any Confidential Information to any person or entity, except as required by law, without the express written consent of the other party. All Confidential Information shall be deemed to be highly confidential and constitute trade secrets of the Disclosing party, which is and shall remain the sole property of the Disclosing party. The Non-Disclosing Party shall not communicate any Confidential Information to any other person, including but not limited to any employee, officer, or agent, unless: (a) such communication shall be required to perform a task or activity in support of the purpose of the Agreement, and such communication is limited to those employees, officers, or agents who have a need to know; or (b) such communication has been previously and specifically authorized in writing by the corporate. The Non-Disclosing Party shall not, during the term of this agreement or at any time thereafter, disclose any of the corporate's Confidential Information other than as permitted hereunder, or use any of the corporate's Confidential Information for the Non-Disclosing Party's benefit or the benefit of any party other than the corporate. The Non-Disclosing Party shall notify each of its employees, officers and agents who receive access to the corporate's Confidential Information of the confidential and proprietary nature of such information and the corporate's obligation to keep such Confidential Information in confidence. The Non-Disclosing Party shall take all necessary steps to prevent the unauthorized use or disclosure of the corporate's Confidential Information.

### **24. Additional Documents**

Each member must execute all additional documents and take all actions as are reasonably requested by the other members in order to complete or confirm the transactions contemplated by this Agreement.

THIS AGREEMENT SUPERSEDES ANY AND ALL PRIOR AGREEMENTS AND REPRESENTS THE ENTIRE AGREEMENT BETWEEN THE PARTIES. NO CHANGES, ALTERNATIONS, AND SUBSTITUTIONS SHALL BE PERMITTED UNLESS THE SAME SHALL BE NOTIFIED IN WRITING AND SIGNED BY ALL PARTIES.

The Parties hereto have accepted and executed this Agreement into effect as of this date: July 18<sup>th</sup>, 2021.

**By signing below, I warrant that I have complete authority to enter into THIS AGREEMENT as per my Personal with information and my signature as stated.**

**SIGNATURE OF:**

**PARTY A (The Client)**

**PARTY B (The Consultant)**

\_\_\_\_\_  
**Name:**  
**Title: Client's Representative**

\_\_\_\_\_  
**Name:**  
**Title: Consultant**