



PERMANENT RESIDENCY SPONSORSHIP AGREEMENT

This Permanent Residency Sponsorship Agreement (“Agreement”) is made and entered into as of the ____ day of _____, 2019 by and between Perficient, Inc., a corporation with its principal place of business at 555 Maryville Centre Dr., Suite 500, St. Louis, MO 63141 (“Employer”) and _____, who currently resides at _____ (“Employee”) (Employer and Employee shall be referred to collectively herein as the “Parties”).

Employee desires that Employer sponsor Employee for U.S. Permanent Residency, and Employer agrees to sponsor Employee for Permanent Residency according to the terms and conditions set forth herein. In consideration thereof, Employer and Employee agree as follows:

RECITALS

WHEREAS, Employee desires that Employer sponsor Employee for Permanent Residency, and Employee acknowledges and agrees that Employer’s agreement to sponsor Employee for Permanent Residency is for the primary benefit of Employee; and

WHEREAS, Employee understands that Employer will, as a result of Employee’s request that Employer sponsor Employee for Permanent Residency, incur significant costs and expenses in connection with sponsoring Employee for Permanent Residency; and

WHEREAS, Employer agrees to incur certain costs and expenses as set forth more specifically herein which are necessary to sponsor Employee for Permanent Residency, and to reimburse Employee for certain costs and expenses as set forth more specifically herein which will be incurred by Employee as a result of Employee’s seeking Permanent Residency based on the expectation that Employee will not voluntarily terminate his or her employment with Employer for a specified period of time after each respective step of the Permanent Residency Process; and

WHEREAS, Employer agrees to incur certain costs and expenses, and to reimburse Employee for certain costs and expenses, according to the terms and conditions set forth more specifically herein based on the Parties’ understanding and agreement that Employee’s failure to remain in the employ of Employer for the relevant time period specified herein shall fully and unconditionally relieve Employer of any obligation under this Agreement to reimburse Employee for any funds related to the Permanent Residency process which were paid by Employee.

NOW, THEREFORE, in consideration of the recitals, promises, and agreements herein contained, as well as other good and valuable consideration the receipt of which is acknowledged by the Parties, the Parties hereto agree as follows:

COVENANTS, PROMISES, AND AGREEMENTS

1. Employer agrees to sponsor Employee for Permanent Residency and to pay for all direct and indirect costs related to the preparation and filing of the Application for Permanent Employment Certification with the U.S. Department of Labor (“Step 1 of the Permanent Residency Process”). Notwithstanding any agreements contained herein to the contrary, in accordance with 20 C.F.R. 656.12, Employer will not seek or receive payment of any kind from Employee, whether directly or indirectly, for any fees and/or costs incurred by Employer for any activity related to the preparation and filing of the

Application for Permanent Employment Certification, including but not limited to attorneys' fees, advertising fees, recruitment costs, etc.

2. Employee understands and agrees that Employee will be solely and exclusively responsible for the payment of all fees and costs related to Employer's filing of any I-140 Immigrant Petition for Alien Worker ("Step 2 of the Permanent Residency Process") with U.S. Citizenship and Immigration Services ("USCIS") on behalf of Employee, including but not limited to, attorneys' fees, government filing fees, Premium Processing fees, and any other necessary fees and/or costs incurred in connection with Step 2 of the Permanent Residency Process.

3. Employee further understands and agrees that Employee will be solely and exclusively responsible for the payment of all fees and costs related to Employee's obtaining or adjusting to Lawful Permanent Residence status ("Step 3 of the Permanent Residency Process"), including but not limited to, attorneys' fees, government filing fees, Premium Processing fees, consular processing fees, immigrant visa fees, and any other necessary fees and/or costs incurred in connection with Step 3 of the Permanent Residency Process.

4. Employee further understands and agrees that Employee will be solely and exclusively responsible for any and all fees and costs referenced in Paragraphs 2 and 3 above regardless of whether such fees and costs are billed directly to Employee or are advanced by another party on behalf of the Employee.

5. Employer agrees to reimburse Employee, in accordance with the terms, conditions, and schedule below, for certain fees and costs related to Steps 2 and 3 of the Permanent Residency Process which were paid by Employee:

Reimbursement Limit	Step 2 of the Permanent Residency Process
\$1,750.00	If Employee remains an employee of Employer for one (1) year after the date of USCIS's final adjudication of the I-140 Immigrant Petition for Alien Worker filed by Employer on behalf of Employee.
Up to an additional \$1,750.00	If Employee remains an employee of Employer for two (2) years after the date of USCIS's final adjudication of the I-140 Immigrant Petition for Alien Worker filed by Employer on behalf of Employee.
	Step 3 of the Permanent Residency Process
\$1,750.00	If Employee remains an employee of Employer for one (1) year after the date on which Employee filed an application with USCIS seeking to adjust status to that of a Lawful Permanent Residence status, or, if applicable, one (1) year after the date on which Employee appeared for an interview at a U.S. consulate abroad seeking an immigrant visa in order to come to the United States and be admitted as a Lawful Permanent Resident.
Up to an additional \$1,750.00	If Employee remains an employee of Employer for two (2) years after the date on which Employee filed an application with USCIS seeking to adjust status to that of a Lawful Permanent Residence status, or, if applicable, two (2) years after the date on which Employee appeared for an interview at a U.S. consulate abroad seeking an immigrant visa in order to come to the United States and be admitted as a Lawful Permanent Resident.

6. Employee understands and agrees that in order to be eligible for any reimbursement referred to in this Agreement, Employee must submit to Employer a reimbursement request ("Reimbursement

Request”) along with documentation in the form of receipts and/or invoices for all fees and costs for which reimbursement is sought in the manner, form, and within the specified time period established by Employer.

7. Employee, by signing this Agreement, hereby acknowledges receipt of a current copy of Employer’s Reimbursement Request form which has been provided to Employee by Employer along with a copy of this Agreement.

8. Employee understands and agrees that Employer shall not be required or obligated to honor Employee’s Reimbursement Request if sufficient documentation in the form of receipts and/or invoices for all fees and costs for which reimbursement is sought is not submitted by Employee to Employer with Employee’s Reimbursement Request.

9. Employee understands and agrees that in order to be eligible to receive the reimbursement sought, Employee’s Reimbursement Request and required documentation must be tendered to Employer no later than four (4) months after the date on which Employee first becomes eligible for the reimbursement sought.

10. Employee understands and agrees that Employee shall not be entitled to any reimbursement if Employee fails to properly submit his or her Reimbursement Request and required documentation within four (4) months after the date on which Employee becomes eligible for the reimbursement sought.

11. Employee understands and agrees that Employer has sole and exclusive discretion to honor, or refuse to honor, any untimely or improperly filed Reimbursement Request and Employer’s decision to honor any untimely or improperly filed Reimbursement Request does not constitute a waiver of Employer’s right to later refuse to honor any other untimely or improperly filed Reimbursement Request.

12. Employee understands and agrees that in order to be eligible for, or entitled to receive, any reimbursement contemplated in this Agreement, Employee must, at the time such Reimbursement Request is submitted to and processed by Employer, be a current employee of Employer.

13. Employee understands and agrees that in the event Employee tenders his or her resignation to Employer after submitting a Reimbursement Request to Employer and prior to Employer’s processing and payment of such reimbursement to Employee, Employer shall not be required or obligated to honor such Reimbursement Request and Employer shall not be required or obligated to tender any such reimbursement to Employee.

14. Employee understands and agrees that, notwithstanding anything contained herein to the contrary, Employee shall not be entitled to, and shall not be eligible to receive, reimbursement for any premium processing fees paid by or on behalf of Employee unless specifically agreed to by the Parties in writing.

15. Employee understands and agrees that under no circumstance will Employee be eligible for, or entitled to receive, more than the applicable Reimbursement Limit set forth in Paragraph 5 above for any single Reimbursement Request submitted.

16. Employee understands and agrees that under no circumstance will Employee request, or be entitled to receive, reimbursement from Employer in an amount which exceeds the documented receipts and/or invoices for expenses submitted by Employee to Employer and which were actually paid by Employee.

17. Employee understands and agrees that Employer will require a reasonable period of time upon receipt of the required Reimbursement Request and required documentation from Employee to process Employee's Reimbursement Request, and Employer shall be entitled to sixty (60) days upon receipt of Employee's Reimbursement Request and required documentation to process such Reimbursement Request.

18. Employee understands and agrees that all attorney' fees, government filing fees, premium processing fees, and other fees and costs related to the filing of any immigration application for the benefit of Employee's spouse and/or children is the sole and exclusive responsibility of Employee and that such fees and costs are in no way covered or contemplated in this Agreement.

19. Upon Employer's request, Employee agrees to provide Employer with a complete copy of all applications and supporting documents related to Employee's Permanent Residency sponsorship which were filed on Employee's behalf and Employer agrees to maintain the confidentiality of all such documents received to the extent required by law.

20. Employee understands and acknowledges that Employer's agreement to sponsor Employee for Permanent Residency in no way guarantees that the U.S. Department of Labor, USCIS, or other applicable U.S. government agency will grant Employee Permanent Residency or the specific immigration benefit(s) sought.

21. Employee understands and agrees that, notwithstanding anything in this Agreement to the contrary, Employer has no obligation to initiate or continue its sponsorship of Employee for Permanent Residency if at any time during the Permanent Residency process Employee fails to remain an employee of Employer.

22. The Parties acknowledge and agree that this instrument contains the entire agreement among the Parties and supersedes any and all prior oral or written agreements, commitments, or understandings with respect to the matters provided for herein, and no modification shall be binding upon the Party affected unless set forth in writing and duly executed by the Party affected.

23. The Parties acknowledge and agree that notwithstanding anything contained herein to the contrary, Employee is, or will be, an at-will employee of Employer, meaning that both Employer and Employee have the right to end the employment relationship at any time with or without advance notice and with or without cause, and Employee is not guaranteed employment with Employer for any specified length of time.

24. The Parties acknowledge and agree that this Agreement, which is accepted and entered into in the County of St. Louis, State of Missouri, shall be construed and enforced in accordance with, and the rights of the Parties shall be governed by, the laws of the State of Missouri without reference to conflicts of laws principles, and Employee irrevocably consents to personal jurisdiction within the Courts of the State of Missouri for purposes of enforcement of this Agreement.

25. The Parties acknowledge and agree that in the event one or more of the provisions of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, such provision(s) shall be severed, curtailed and restricted only to the extent necessary to bring them within legal requirements, and the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

26. The Parties acknowledge and agree that this Agreement shall be binding upon and inure to the benefit of the parties hereto and their representative heirs, personal representatives, successors, assigns

and any of its present or future subsidiaries, or organizations controlled by, controlling or under common control with it.

27. Employee acknowledges that he or she has read this Agreement in its entirety and fully understands the terms, nature, intent and effect of this Agreement, which Employee voluntarily executes in good faith.

28. Employee further acknowledges that Employee has been advised to, and provided the opportunity to, consult with Employee's personal attorney for advice regarding the effect of this Agreement prior to its execution, and that Employer has provided Employee a reasonable period of time to do so.

IN WITNESS WHEREOF, Employer and Employee have executed this Agreement as of the day and year first written above.

EMPLOYER:

Perficient, Inc.

By: _____

Printed Name: _____

EMPLOYEE:

Printed Name: _____

Address: _____