



CONTRACT FOR SERVICES

This is an Agreement between Libre by Nexus, Inc. ("Libre") and [SPONSOR] ("You"). It becomes effective on the date that You sign this document, below.

***BE ADVISED: THIS AGREEMENT CONTAINS A BINDING ARBITRATION CLAUSE
AND CLASS ACTION WAIVER WHICH MAY AFFECT YOUR RIGHTS.***

WHEREAS, [DETAINEE] (the "Detainee") is involuntarily detained in a secure facility under the authority of Immigration and Customs Enforcement ("ICE") or similar government agency;

WHEREAS, an immigration bond has been set in the Detainee's favor, but they cannot raise enough money to pay the bond in full nor pledge enough collateral to satisfy an immigration bondsman or surety;

WHEREAS, Libre is a private company, not affiliated with any governmental agency or organization, that helps such immigrants secure their release from custody by indemnifying their immigration bonds and by providing a wrap-around support program of services and supervision to help convince a surety (or its agent) to issue such bonds;

WHEREAS, You want to facilitate and expedite the Detainee's release from custody by accepting certain financial and other obligations to Libre;

WHEREAS, You have represented to Libre that You are in communication with the Detainee, that they approve of Your entering into this Agreement, and that they have expressed an intention to sign Exhibit A to this Agreement upon their release from detention;

NOW, THEREFORE, in consideration for Libre indemnifying the financial risks of Detainee's bond, and the for the costs of certain supervision and other program services described below, and for other good and valuable consideration, the receipt of which is acknowledged, the parties do hereby agree and promise as follows:

1. Your Fees and Charges.

1.1. Initial Fee. On or before the Effective Date of this Agreement, You will pay Libre an initial fee of \$_____ (the "Initial Fee"). Libre will not begin the process of coordinating the Detainee's release from custody through a bondsman until the Initial Fee is paid in full.

1.1.1. Initial Fee Refundability. In the event that Libre is unable to secure the Detainee's initial release from detention through commercially reasonable efforts, You will receive a refund of Your Initial Fee minus \$ [\$990.00] in non-refundable administrative costs. Initial Fees shall not be refundable in any other circumstance.

1.2. Monthly Program Fees. Subject to the following discounts, caps, or terminations, You will pay Libre _____ monthly program payments of \$ _____ ("Program Fees"). Monthly Program



Fees are due in full before midnight on the second business day of each applicable month (“Payment Due Date”). However, Libre will not assess any late fees against You if the full amount owed is received by Libre in the calendar month in which such payment was due. You acknowledge that Program Fees are not repayments of a loan; Libre has not loaned You nor the Detainee any money, and Program Fees are not credited against the face value of the Detainee’s bond. Program fees are earned and retained by Libre as part of its consideration for executing this Agreement, incurring financial risk or liability, and performing the services herein.

Your Program Fees are subject to reduction or cancellation in the following situations:

1.2.1. Program Fee Cap. Your obligation to pay further Program Fees will end once You and/or the Detainee have paid Libre total Program Fees equal to the face value of the Detainee’s bond, even if all the Program Fees required by Section 1.2 have not yet been paid. Only Program Fees actually paid to Libre by You and the Detainee will count toward calculation of this cap.

1.2.2. On Time Cap. Libre will never charge You and You will never owe more than four hundred fifteen dollars (\$415) for any on-time monthly program payment, even if Your Program Fee in Section 1.2 is otherwise greater. Any payments not received by Libre in full and on time by the Payment Due Date may be assessed the amount described in Section 1.2, above.

1.2.3. Consecutive Payment Discount. (A.) If Libre receives three (3) consecutive monthly Program Fee payments from You or the Detainee, on time and in full by each applicable Payment Due Date, Your subsequent monthly Program Fee payments will be reduced by ten percent (10%) from the original payment amount described in Section 1.2, above, for each month that You or the Detainee continue to make such payments on time and in full by each applicable Payment Due Date. (B.) If Libre receives six (6) consecutive monthly Program Fee payments from You or the Detainee, on time and in full by each applicable Payment Due Date, Your subsequent monthly Program Fee payments will be reduced by twenty percent (20%) from the original payment amount described in Section 1.2, above, for each month that You or the Detainee continue to make such payments on time and in full by each applicable Payment Due Date. Libre will identify Your eligibility for this Consecutive Payment Discount on the 15th day following January 1 and the 15th day following July 1 in each calendar year. Upon Libre’s identification that Your payment history qualifies for this discount, the appropriate credit shall be applied to Your account by the next full month following Libre’s identification. Your discount will be backdated to include all applicable months starting from Your initial time of compliance for the appropriate period. Libre may, in its sole discretion, terminate this Consecutive Payment Discount at any time on or after February 9, 2024, by notifying You in writing.

1.2.4. Financial Hardship Discount. Libre has developed a financial hardship fee waiver program offered to all its program participants. Libre commits to waiving at least \$150,000 of total program participant Program Fees each year to help those in difficult financial situations. Libre selects the beneficiaries of this program at its sole discretion, so there is no guarantee that You will benefit. Please be sure to communicate any financial hardship situation to Libre as soon as it arises so that You can be considered for this program.



1.2.5. No Further Program Fees upon Bond Cancellation. Upon Libre’s Verification that the Detainee’s immigration removal case has been terminated or that the Detainee has complied with a removal order, You will not owe any additional Program Fees for any subsequent month. For purposes of this section, “Libre’s Verification” means that Libre has received at least one of the following documents:

- An immigration judge order granting relief from removal and reflecting that all parties waived appeal;
- An immigration judge order granting relief from removal and thirty (30) days or more have passed since that order, and either (a) documentation confirming that no appeal is pending through the Executive Office for Immigration Review (“EOIR”) E-Registry, or (b) Libre’s confirmation that no appeal is pending through EOIR’s Case Status Information Line;
- A Board of Immigration Appeals order sustaining an immigration judge’s grant of relief from removal;
- An immigration judge’s order denying relief from removal and reflecting that all parties waived appeal, and a completed Form I-392;
- An immigration judge’s order denying relief from removal, a completed Form I-392, and either (a) documentation confirming that no appeal is pending through the EOIR E-Registry, or (b) Libre’s confirmation that no appeal is pending through EOIR’s Case Status Information Line;
- A Board of Immigration Appeals’ order sustaining an immigration judge’s denial of relief or reversing an immigration judge’s grant of relief without an order of remand, and a completed Form I-392; or
- An immigration judge’s order granting voluntary departure and reflecting that all parties waived appeal, and a completed Form I-392.

1.3. Breach Penalties. In the event that Libre is required to pay the bonding agent or any third party a forfeiture caused by the Detainee’s breach of their bond, You shall pay to Libre the entire face value of the Detainee’s bond, minus a credit of fifty percent (50%) of Program Fees You and/or the Detainee previously paid to Libre, within thirty (30) days of written notice that such amount is due.

1.4. Monthly Fees Refundability. All fees, penalties, and other payments made pursuant to this Agreement are non-refundable once paid. You will remain responsible for all outstanding Program Fees in all events, including but not limited to (i) the Detainee’s refusal or failure to remain in good standing in the Libre program, and (iii) the Detainee’s deportation or remand into custody.

1.5. Equipment Damage Fees. If Libre is required to replace the Detainee’s Program Phone (see Section 2.3, below) because of loss or damage, You will pay Libre the actual cost of replacing such equipment within fourteen (14) days of Libre mailing You an invoice for this equipment fee.



1.6. Fees Not Severable. You acknowledge and agree that the Initial Fees, Monthly Fees, and other required payments under this Section 1 are not intended to be severable. It is the parties' express intent that all Section 1 fees constitute a unified package of financial consideration to Libre in exchange for Libre's assumption of financial risk, its program and package of services, and any other benefits conferred to You and/or the Detainee pursuant to this Agreement and Exhibit A hereto.

1.7. Your Liability. Your obligations in this Agreement, including but not limited to the fees in this Section 1, become effective upon Your execution of this Agreement. Your obligations are not contingent upon the Detainee signing an agreement in the form of Exhibit A. Libre shall not be required to present any demand, seek to enforce any remedy otherwise available against the Detainee, nor obtain a judgment or arbitration order against the Detainee, as a condition precedent to Your duty to pay Libre the Fees herein.

1.8. Billing. Libre will typically bill the Detainee for Monthly Program Fees first (assuming they executed an agreement with Libre) and will only bill You if the Detainee fails to make any such payment by the end of the calendar month of the applicable Payment Due Date. However, You acknowledge and agree that this billing practice is merely for the convenience of the parties and does not alter or waive any of Your obligations set forth in this Section 1.

1.9. Credit Reporting. You understand and agree that, in addition to any other remedy otherwise available, Libre may report Your late or non-payment of any fees to one or more credit bureaus in accordance with the Fair Credit Reporting Act and other state and federal laws. You understand that such reports may have an adverse effect on Your individual credit reports and credit scores.

2. Libre's Role

2.1. Securing and Indemnifying a Bond. Libre will use its relationships with immigration bond agents to find third-party bonding companies able to issue the Detainee's bond. In order to induce a bonding company and/or surety to underwrite the Detainee's bond, Libre will indemnify the bonding company and/or surety against loss and has granted assurances that the Libre program can better assist the Detainee with compliance of their bond terms.

2.1.2. Indemnification Clarified. You understand that indemnifying an immigration bond does not mean that Libre immediately pays the face value of the bond to the bonding company or to the government. Such payments are only required in certain circumstances where the Detainee breaches the bond's terms and after an administrative and/or judicial process has been exhausted. However, indemnification does mean that Libre can become the party ultimately responsible for paying the face value of the Detainee's bond after a final breach determination.

2.2. Coordinating Release. Libre will coordinate the Detainee's release process with the applicable governmental agencies, pick up the Detainee upon their release, transport the Detainee to a restaurant, and treat them to a meal. Libre will further make arrangements for the Detainee



to travel to their designated family or friends. In the event that such travel takes more than a day, Libre will give the Detainee up to \$20 per travel-day to facilitate certain travel expenses.

2.3. Program Phone. Libre will offer the Detainee a zero-dollar (“free”) lease of a smartphone with a nationwide cellular communication “talk + text” plan and free access to the Libre App (to facilitate payments and communications with Libre) (this “Smartphone Offer”). As a condition of this Smartphone Offer, the Detainee must agree to execute a separate lease agreement with Libre, as Libre may require or amend from time to time, that specifies certain terms and conditions of this offer. Although Libre will offer the Detainee a smartphone lease at no charge, certain unauthorized activities or misuse or abuse of the smartphone or its services may result in the Detainee being assessed certain charges pursuant to the separate lease agreement associated with the Smartphone Offer. The Detainee will be under no obligation to accept (or continue to accept) the terms of any smartphone lease that Libre may require from time to time as part of this offer; however, in such cases, You understand and agree that the Detainee will not receive (or no longer receive) the benefit of this Smartphone Offer. You also understand and agree that Libre may terminate this Smartphone Offer at any time, in its sole discretion, without refund or other credit to You of any non-refundable fees required under this Agreement.

2.4. Ongoing Support Services. It is Libre’s goal to help the Detainee remain out of immigration detention and help them remain in compliance with their bond conditions. In furtherance of this goal, Libre may provide the Detainee with certain support services, offered at Libre’s reasonable discretion and subject to availability. These discretionary services may include, but may or may not be limited to:

- legal referrals to an independent, *pro bono* attorney, firm, or legal service organization(s), some of which may be funded in part or in whole by Libre;
- translation services for legal documents related to the Detainee’s immigration case or bond obligations;
- court appointment reminders, to the extent that the Detainee informs us of such dates and while they remain an active user of the Libre App;
- limited transportation assistance to and from immigration court appearances, provided Libre has an available driver agent in the Detainee’s area;
- emergency assistance through Libre’s 24/7 call centers and/or the Libre App; and
- retention of a paid attorney on behalf of the bonding company or surety on the Detainee’s bond to appeal a deportation order, bond violation order, or other adverse ruling by an immigration law judge against the Detainee.

In certain circumstances, as reasonably determined by Libre, in its sole discretion, Libre’s assistance may be limited to advice and coordination of a particular service or services, and any out-of-pocket expenses will remain the Detainee’s responsibility (*e.g.*, we may assist the Detainee in coordinating their travel to immigration court, but the Detainee might be required to pay for



such travel costs, as needed.) It is the Detainee’s responsibility to reach out to Libre as early as possible with their request(s) for the support services listed in this section. Requests submitted through the Libre App will be prioritized over other methods. The more frequently the Detainee communicates their issues, needs, and concerns with Libre, the better Libre can allocate its limited support service resources to assist them.

3. Arbitration, Governing Law

3.1. THIS CONTRACT CONTAINS AN ARBITRATION PROVISION. Please read the provisions in this Section 3 carefully. **IT PROVIDES THAT ANY PAST, PRESENT OR FUTURE LEGAL DISPUTE OR CLAIM OF ANY KIND, INCLUDING STATUTORY AND COMMON LAW CLAIMS AND CLAIMS FOR EQUITABLE RELIEF, THAT RELATES IN ANY WAY TO THE CONTRACT, YOUR OR THE DETAINEE’S PROGRAM PARTICIPATION, OR YOUR PAYMENTS, OR YOUR RELATIONSHIP WITH US (“CLAIM”) WILL BE RESOLVED BY BINDING ARBITRATION IF EITHER YOU OR WE ELECT TO ARBITRATE.**

3.2. Right To Reject Arbitration. You may reject this arbitration provision, in which event neither You nor We will have the right to require arbitration. Rejection will not affect any other aspect of these terms. To reject the arbitration provision, You must send Libre a written notice within sixty (60) days after You sign this Agreement. The Notice must include Your name, address, and be mailed to Attn. President, Libre by Nexus, 113 Mill Place Parkway, Verona, Virginia 24482. This is the only method by which You can reject the arbitration provision.

3.3. As used in this Section 3, “We” “Us” and “Our” shall mean (i) Libre and (ii) Nexus Services, Inc. (“Nexus”) and (iii) each of Libre and Nexus’s respective parents, subsidiaries, affiliates, predecessors, successors, assigns, employees, attorneys, officers and directors.

3.4. This arbitration provision covers all Claims, except that We will not elect to arbitrate an individual claim brought by You in small claims court or its equivalent, unless that Claim is transferred, removed, or appealed to a different court.

3.5. This arbitration provision covers and replaces any existing arbitration provision between You and Us.

3.6. Notice. With respect to any arbitration, whether You or We elect to arbitrate, the other party must be notified in writing. If the election is Yours, You must send Your notice in writing to President, Libre by Nexus, 113 Mill Place Parkway, Verona, Virginia, 24482. We may update or replace these names and/or addresses by providing notice to You of such update or change in writing, in which case Your notice will be deemed perfected when You notify the updated parties in writing at their updated address(es). If the election is Ours, We will send a written notice of arbitration to the last known address that You provided to Us. If a lawsuit has been filed, You or We may file a notice of election of arbitration in any papers or pleadings filed with the court in which the lawsuit was filed.



3.7. Administrator. The party who starts the arbitration proceeding must choose an administrator, which can be either the National Arbitration Forum, P.O. Box 50191, Minneapolis, MN 55405, www.arb-forum.com (800) 474-2371; or the American Arbitration Association, 335 Madison Avenue, New York, NY 10017, www.adr.org (800) 778-7879. The actual arbitrator will be selected under the administrator's rules and must be a lawyer with at least ten (10) years' experience.

3.8. Applicable Law. These terms involve interstate commerce, and this arbitration provision is governed by the Federal Arbitration Act, 9 U.S.C. §§ 1 *et seq.* (the "FAA"). Virginia law shall apply to the extent that state law is relevant under Section 2 of the FAA in determining the validity of this provision. The arbitrator has to follow: (i) the substantive law, consistent with the FAA, that would apply if the matter had been brought in court, (ii) this arbitration provision, and (iii) the administrator's rules. The arbitrator is authorized to award remedies that would apply if the individual action were in a court (including without limitation, punitive damages, which shall be governed by the constitutional standards employed by the U.S. Supreme Court.) The arbitrator has no authority to conduct an arbitration on a class action basis or to make an award to, on behalf of, or against, any person who is not a named party to the arbitration.

3.9. Location/Fees. The arbitration will take place in a location reasonably convenient to You. If You ask Us, We will pay all filing, administrative, hearing and/or other fees the administrator or arbitrator charges up to \$2,500. If the cost is higher, You can ask Us to pay more and We will consider Your request in good faith. Under all circumstances, We will pay all amounts We are required to pay under applicable law.

3.10. Judgment/Appeals. Any court having jurisdiction may enter judgment upon the arbitrator's award. The arbitrator's decision will be final and binding except for (i) any appeal right under the FAA, (ii) any decisions relating to Claims that exceed \$100,000, in which case any party may appeal such decision to a three-arbitrator panel appointed by the administrator, and such panel shall reconsider all over again (*de novo*) any or all aspects of the appealed award. If You appeal, We will consider in good faith a request that We pay any additional fees of the administrator or arbitrator.

3.11. IMPORTANT LIMITATIONS AND RESTRICTIONS. IF A CLAIM GOES TO ARBITRATION, NEITHER YOU NOR WE WILL HAVE THE RIGHT TO: (1) HAVE A COURT OR A JURY DECIDE THE CLAIM; (2) ENGAGE IN DISCOVERY (*i.e.*, THE RIGHT TO OBTAIN INFORMATION FROM THE OTHER PARTY) TO THE SAME EXTENT THAT YOU OR WE COULD IN COURT; (3) PARTICIPATE IN A CLASS ACTION IN COURT OR IN ARBITRATION, EITHER AS A CLASS REPRESENTATIVE OR A CLASS MEMBER; (4) ACT AS A PRIVATE ATTORNEY GENERAL IN COURT OR IN ARBITRATION; OR (5) JOIN OR CONSOLIDATE CLAIM(S) WITH CLAIMS OF ANY OTHER PERSON. THE RIGHT TO APPEAL IS MORE LIMITED IN ARBITRATION THAN IN COURT. OTHER RIGHTS THAT YOU OR WE WOULD HAVE IF YOU OR WE WENT TO COURT MAY ALSO NOT BE AVAILABLE IN



ARBITRATION. ONLY A COURT MAY DETERMINE THE VALIDITY AND EFFECT OF PARTS 3, 4 AND 5 OF THE FIRST SENTENCE OF THIS SUBPARAGRAPH 3.11. IF A COURT SHOULD HOLD SUCH PART(S) TO BE INVALID, THEN THE ENTIRE ARBITRATION PROVISION SHALL BE NULL AND VOID. HOWEVER, THIS WILL NOT LIMIT THE RIGHT TO APPEAL SUCH HOLDING. IF A COURT SHOULD HOLD ANY OTHER PART(S) OF THIS ARBITRATION PROVISION TO BE INVALID, THE REMAINING PARTS SHALL BE ENFORCEABLE. IN NO EVENT SHALL THE INVALIDATION OF ANY PART OF THIS ARBITRATION PROVISION HAVE THE EFFECT OF AUTHORIZING AN ARBITRATOR TO MAKE AN AWARD TO, ON BEHALF OF, OR AGAINST, ANY PERSON WHO IS NOT A NAMED PARTY TO THE ARBITRATION.

3.12. This Arbitration provision will survive the termination of this Agreement and/or the Detainee’s participation in the Libre Program and will remain in force no matter what happens to the Detainee, including but not limited to their deportation.

3.13. In case of any conflict or inconsistency, the terms of this Arbitration provision shall control over any rules and procedures of the arbitration administrator.

4. Choice of Law; Governing Law.

4.1. Except as provided in the arbitration subsections in Section 3, above, this Agreement and any and all Claims that relate in any way to this Agreement, whether based in contract, tort, fraud and other intentional torts, statute, common law and/or equity, are governed by and construed in accordance with federal law, and to the extent that state law applies, the laws of the Commonwealth of Virginia shall apply (without regard to internal principles of conflicts of law).

4.2. The legality, enforceability and interpretation of this Agreement and the amounts contracted for, charged and received under this Agreement will be governed by such laws.

4.3. You stipulate and agree that this Agreement was entered into between You and Us in Virginia.

5. Consent to Collect and Disclose Information; No Expectation of Privacy In Communications.

5.1. Background Checks. By signing this Agreement, You hereby authorize and agree that Libre shall be granted permission to conduct background investigations of You, including but not limited to (1) the use of any public and nonpublic criminal background reporting services; (2) consumer credit reporting information from credit agencies or others, and (3) telephone calls and/or home visits to family members, friends, former employers, and others (collectively “Background Information”).



5.1.1. Background Check Use. You understand and agree that Libre may use Your Background Information in determining whether You are and whether You remain a sufficient obligor for the payments listed in Section 1, above. You also understand and agree that Libre may share Background Information with an actual or potential bonding company or surety that has or may issue the Detainee's immigration bond.

5.2. Recordings. You acknowledge and agree that Your communications to Libre or with a Libre representative may be recorded.

5.2.1. You acknowledge and agree that Libre may employ the use of cameras and recording equipment in its offices and its company cars. Any conversations You have in these venues may be recorded. Your execution of this Agreement and Your subsequent presence in such venues constitutes Your consent to be visually and/or audibly recorded.

6. General Terms.

6.1. Assignment. Libre may sell, assign, pledge or transfer any of its rights to receive payments from You, without prior notice to You, including but not limited to our right to receive payments from You, without prior notice to You. You may not assign or transfer Your rights or obligations under this Agreement without the advance written consent of the Chief Operating Officer of Libre.

6.2. Notice. Notice under this Agreement is effective three days after it is placed in U.S. Mail, or one day after it is placed in an overnight package delivery service with overnight delivery specified.

6.3. Severability. If any provision in this Agreement is determined to be void or unenforceable under applicable law, all other provisions of this Agreement shall still be valid and enforceable (except as specifically set forth in the section governing arbitration.)

6.4. No Waiver. Libre's failure to enforce any of Your duties and obligations under this Agreement, or any duties or obligations of the Detainee, shall not be construed as a waiver of Libre's rights under this Agreement. No Libre employee, including a case manager, can waive Your obligation to make any Payment under this Agreement. To be valid, any waiver of Your obligation to make a Payment under this Agreement must be in a writing signed by Libre's Director of Operations.

6.5. Entire Agreement. This Agreement constitutes the entire agreement between You and Libre. This Agreement may not be amended except in accordance with the provisions of this Agreement.

6.6. Counterparts, Electronic Copies. This Agreement may be signed in counterparts and an electronic or faxed copy of a signature shall be deemed to be binding.

6.7. Effective Date. This Agreement shall be Effective on the date that it is signed by You.



6.8. Survival. The provisions of this Agreement concerning arbitration, choice of law, privacy, confidentiality, representations and warranties, and this subsection regarding survival, shall survive any termination of this Agreement.

6.9. Opportunity to Review Terms. You acknowledge and agree that You have had an opportunity to review the terms of this Agreement with Your private attorney or other people You trust, who are not affiliated with Libre, to make sure that You understand the intent and consequences of this document. You acknowledge and agree that You have had an opportunity, if You so choose, to have this agreement translated into any other language. If You decide to sign this document, Your signature represents Your acknowledgement that (i) You carefully read this entire document, (ii) You fully understand everything it says, (iii) You discussed this document with Your private attorney, to the extent, if any, that You wanted to do so, and (iv) You did not choose to sign this document as a result of any pressure, duress or undue influence by Libre or anyone else.

Your signature, below, makes this Agreement a binding contract between You and Libre:

I approve and agree to the above:

Print Name: Sponsor/Obligor/Responsible Party

Signature: Sponsor/Obligor/Responsible Party

Date: _____

Agreed:

Signature: Authorized Libre Representative

Effective Date: _____



LIBRE BY NEXUS, INC. PAYMENT WORKSHEET

1. PARTICIPANT NAME: _____
2. CO-SIGNER/GUARANTOR _____
3. BOND AMOUNT _____
4. BOND COMPANY/SURETY _____
5. SET UP FEES: _____
6. MONTHLY PROGRAM PAYMENT AMOUNT: _____
7. MINIMUM NUMBER OF MONTHLY PAYMENTS
DUE: _____
8. REMAINING MONTHLY PROGRAM PAYMENTS DUE: _____
9. FIRST MONTHLY PAYMENT DUE: _____
10. MONTHLY MAINTENANCE FEE (AFTER PROGRAM FEE PAID IN FULL OR BOND
COLLATERALIZED IN FULL): _____
11. BOND COLLATERALIZATION PAYMENTS MADE AS OF THE EFFECTIVE
DATE: _____

PARTICIPANT SIGNATURE:
SIGNATURE:

CO-SIGNER/GUARANTOR

PRINT NAME

PRINT NAME

DATE: _____

DATE: _____
