

# **CONTRACT**

## *Work and Travel USA 2016*

Signed on .....between..... (hereafter referred to as Client)  
and Business Travel Club Sp. z o.o., with its headquarters in Warsaw, on ul. Kopernika 30 (hereafter referred to as BTC).

1. The Contract deals with the organizational and administrative duties of the Client's participation in the Cultural-Exchange Program „Work and Travel USA” (hereafter referred to as WAT Program).
2. BTC acting on the basis of a contract with an American non-profit foundation Intrax Cultural Exchange with its headquarters in San Francisco w USA, 600 California Street (hereafter referred to as INTRAX), is obligated to provide for the Client in the following matters:
  - a) Take all necessary reservational, administrative and organizational actions which will enable the Client to participate in the WAT Program.
  - b) Provide the Client with all essential information regarding the participation in the WAT Program and inform the Client of all current matters such as the recruitment process, meetings, visa interview schedules, etc. (The Client is obligated to regularly check the online service „Participant Zone” and emails from BTC).
  - c) Recruit for the WAT Program according to INTRAX guidelines and standards.
  - d) Provide, accept and check submitted documents in a proper time frame and submit them to INTRAX. .
  - e) Provide the Client with all INTRAX information materials and essential forms and documents, especially the DS-2019 form which enables the Client to apply for the J-1 American visa in the American Embassy.
  - f) Provide instructions for an on-line Pre-departure Orientation.
3. The Client will be covered by an insurance plan (within the DS-2019 dates) from a company partnering with INTRAX. The insurance plan meets the American Government institutions' insurance criteria. The Client is obligated to familiarize oneself with insurance details and in case insurance assistance is needed, the Client is obligated to adhere to the guidelines and instructions. BTC and INTRAX will not be held liable for any insurance related issues.
4. To reserve a place on the WAT Program it is essential to fill out the Enrollment Form, sign the Contract and pay the application fee according to the Payment Timeline in paragraph 12.1 The final acceptance of the Client for the WAT Program is made by INTRAX after approval of all documents forwarded by BTC. In the case of withdrawal of the Client's participation in the WAT Program, the Client will be refunded all the payments that have already been made by the Client.
5. BTC does not take on any responsibilities in case of visa denial by the American Embassy. In case of visa denial the Client is refunded a portion of payments as outlined in the Cancellation Terms in paragraph 8.2.
- 6.1. The Client is obligated to make the total payment for the participation in the WAT Program (this includes the application fee, 1st installment for the WAT Program, 2nd installment for the WAT Program and the SEVIS fee) on the Client's individual account number provided at the end of this contract.
- 6.2. The amounts which are to be paid for the participation in the WAT Program are specified in the Payment Timeline in paragraph 12.1.
- 6.3. A lack or delay in payments is treated as a cancellation from the WAT Program and enables BTC to withdraw the Client from the list of WAT Program participants and incurs financial consequences described in the Cancellation Terms in paragraph 8.2.
- 6.4. BTC is obligated to submit the Client's payments for the participation in the WAT Program after the Client has paid the 2nd installment for the WAT Program and SEVIS fee.
- 7.1. The Client *commissions/ does not commission* (circle the appropriate) BTC to purchase a flight ticket to/ from the US. BTC is obliged to reserve and purchase in the name of the Client a flight ticket for a date consistent with airfare bookings which are to the disposal of BTC. In the given time frame, the Client is obligated to provide BTC with a departure/return date to/from the US and arrival city in the US. BTC is obligated to meet the Client's needs and preferences, an admissible difference in departure date to the US is no more than 5 days before or after the specified one by the Client (in the event of such a situation the Client will be properly notified). BTC is obligated to issue the flight ticket within 7 days from the date of reservation (the Client will be properly notified). The change of the return date from the US is possible only in case of availability in a specified booking class, and after covering possible charges incurred by the carrier.
- 7.2. The flight ticket fee is dependent on the departure date and the arrival city to the US and will fall in the following price range (Warsaw departure): Boston, Chicago, New York, (1690-2590PLN + taxes/airport fees); Miami, Washington DC (1890-2790PLN + taxes/airport fees); Denver, Los Angeles, San Francisco (2190-3340PLN + taxes/airport fees). The total ticket fee for flights on the same day and to the same destinations will be the same (will not be dependent on the carrier) and should be provided to the Client no later than 2 weeks prior to the program start date.
- 7.3. A lack or delay in payment for the flight ticket is treated as a cancellation from the WAT Program and enables BTC to withdraw the Client from the list of WAT Program participants and incurs financial consequences described in the Cancellation Terms in paragraph 8.2 and flight ticket cancellation fees.
- 7.4. If the Client does not commission BTC to purchase a flight ticket, the Client is responsible for providing BTC with the exact flight itinerary no later than 3 weeks prior to the WAT Program start date (this includes: departure/return dates and destinations in US, airline name, flight number, flight schedule). In case of changes to original flight data the Client is obligated to inform BTC of them right away. The Client is obligated to email the return flight boarding pass to [info@stany.pl](mailto:info@stany.pl) no later than one week after return.
- 8.1. The Client may terminate the Contract at any time and withdraw from the WAT Program. In case of termination financial consequences are incurred as specified in the Cancellation Terms in paragraph 8.2.
- 8.2. Cancellation Terms:
  - a) Cancellation from the WAT Program requires a written form (otherwise invalid) and the return of all distributed materials, especially the DS-2019 form. The eligible refund will be forwarded to the Client no later than 45 days from the submission date of the written cancellation and essential documents.
  - b) In the event of cancellation after signing the contract, BTC will not refund the application fee, it will be used to cover the costs of enrollment preparation for the WAT Program.
  - c) In the event of cancellation after the 1st installment payment timeline, BTC will refund all payments minus the application fee and 325 PLN, which will be used to cover the costs of the WAT Program enrollment process.

- d) In the event of cancellation after February 5<sup>th</sup> 2016 and/or after placement acceptance, BTC will refund all payments minus the application fee, equivalence of 320 USD in PLN and the SEVIS fee which will be used to cover the costs of enrollment and withdrawal of the Clients participation in the WAT Program.
- e) In the event of cancellation after April 1<sup>st</sup> 2016, BTC will refund all payments minus the application fee, equivalence of 390 USD in PLN and the SEVIS fee which will be used to cover the costs of enrollment and withdrawal of the Clients participation in the WAT Program.
- f) In the event of cancellation due to the denial of the J-1 visa by the American Embassy, BTC will refund all payments minus the application fee, equivalence of 250 USD in PLN (320 USD in Option B) and the SEVIS fee which will be used to cover the costs of enrollment and withdrawal of the Clients participation in the WAT Program.
- g) Cancellation due to INTRAX refusing the presented job offer in Option A, BTC will refund all payments minus application fee and equivalence of 150 USD in PLN.
- h) Regardless of the cancellation date and reason, BTC will provide no refund if a cancellation is made after the DS-2019 start date and/or if the DS-2019 form is not returned until July 1<sup>st</sup> 2016. The fees will be used to cover the costs of enrollment and withdrawal of the Clients participation in the WAT Program.
9. The Client is obligated to follow the WAT Program rules outlined in the application documents and information materials made available by BTC (written and telephonic) that principally relate to WAT rules and regulations, legal employment terms and conditions, safety, health as well as to obey American law and cultural customs and conditions in the US. BTC will not be held responsible for any consequences that arise in case of infringement of the WAT Program rules and regulations or in case of breaking the law. The Client is solely responsible for all damages caused by the Client during the participation in the WAT Program. In the event of any problems occurred in the US, particularly related to employment, health, safety, the Client is obligated to inform INTRAX immediately about appeared problem and proceed according to instructions provided by INTRAX.
10. BTC reserves the right to cancel the WAT Program or change its significant terms and conditions due to reasons beyond control. In case of such an event the Client will be properly notified and will be refunded all payments that have been made by the Client. In the event where INTRAX cancels the WAT Program, BTC will refund all payments minus the application fee and INTRAX fees.
11. BTC is not held responsible for any delays that occur during the travel time, flight cancellations made by the carrier, baggage loss as well as loss of the Client's passport, airline ticket, valuables and any other documents that belong to the Client.
- 12.1. Payment Plan taking into consideration paragraph 12.2-12.8 is as follows.:

| Lp | Payment                         | Payment due                            | Amount   |          | USD exchange rate                                | Payment form               |
|----|---------------------------------|--|--|----------|--|----------------------------|
|    |                                 |  | Option A                                       | Option B |  |                            |
| 1  | Application fee                 | When signing contract                  | 395 PLN  |          | Does not apply                                   | Cash payment/ BTC account* |
| 2  | 1st installment for WAT Program | Up to 10 days after signing contract   | 495 PLN  |          | Does not apply                                   | BTC account*               |
| 3  | 2nd installment for WAT Program | February 12, 2016                      | 495 USD  | 899 USD  | Asked Raiffeisen Bank rate from February 5, 2016 | BTC account*               |
|    | SEVIS fee                       |  | 35 USD   |          |  |                            |
| 4  | Airline ticket                  | No later than 7 days from confirmation | Depends on the arrival city and departure date |          | Does not apply                                   | BTC account*               |

- 12.2. Clients enrolling for the WAT program after February 5<sup>th</sup> 2016 are obligated to pay the 1st and 2nd installment for the WAT Program and SEVIS fee within 10 days of signing the Contract, but no later than 6 weeks prior to the WAT Program start date. The exchange rate USD/PLN will be determined after signing the Contract.
- 12.3. In the case where the Client does not commission BTC to purchase the airplane ticket, the second installment for WAT Program is as follows: 595 USD (Option A), 1049 USD (Option B). Other fees remain the same.
- 12.4. In the case where the Client enrolls on the WAT Program (and/or submits the Job Offer Form in Option A) after March 11<sup>th</sup> 2016, the Client will be charged an additional fee of 250 PLN. The payment is due within 5 days of signing the Contract.
- 12.5. In case, due to the fault or request of Client, the DS-2019 form needs to be amended, a fee of 200 PLN is to be paid immediately.
- 12.6. In case, where the Client requests additional insurance, exceeding DS-2019 dates, an additional 50 USD will be charged during the course of the program. The Client will pay the fee to an INTRAX bank account per instructions provided by INTRAX.
- 12.7. In case the Client changes a previously accepted job offer based on Option B, the Client will be charged with an additional cost of 200 USD (Option B). The Client is required to make the payment immediately.
- 12.8. If a Client who chooses Option A submits an incomplete Job Offer form, an additional 50 USD will be charged.
13. Option A requires the Client to submit a complete and valid Job Offer Form, Worker's Compensation and Business License no later than 60 days before departure.
14. The Client acknowledges electronic contact as a primary form of contact (SMS, email) with BTC and accepts its legal consequences.
15. In cases not covered by this agreement the regulations of the Civil Code will apply.
16. Any incurred disputes, in connection with this Contract, will be resolved by the proper Court. Point at issue is a subject to investigate only based on Client's contact and description of the problem at the proper time. The Client is required to contact BTC and INTRAX when the problem occurs, otherwise the matter will not be considered as a complaint. BTC is not held responsible for overdue issues.
17. No provision of this contract may be assigned without the prior written consent.
18. The contract was composed in two identical copies, one for each party.

.....  
**BTC** (stamp and signature of authorized staff )

.....  
**Client** (legible signature)

**\* BTC bank account for: 1st and 2nd installment for WAT Program (with SEVIS fee) and airplane ticket**

**Bank:** Raiffeisen Bank Polska SA o/Warszawa **Account Nr:** \_ \_ 17501312061000000000 \_ \_ \_ \_  
*(individual Client Account Number)*

**Company name and address:** Business Travel Club Sp. z o.o., ul. Kopernika 30, 00-336 Warszawa