

\_\_\_\_\_  
[Date] [DD|MM|YY]

\_\_\_\_\_  
[Place]

**PWG Visa Services LLC**, a limited liability company incorporated under the laws of the United Arab Emirates under license no. 1406480 issued by Dubai Economy Dept. with its registered address at office 2002, Oberoi Center, Business Bay, Dubai, United Arab Emirates (hereinafter referred to as the "**Service Provider**", "**PWG**", "**Company**"), represented by:

and

Name and Surname \_\_\_\_\_

Nationality \_\_\_\_\_

Passport no: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

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

(hereinafter referred to as the "**Client**", "**Customer**").

collectively referred to as "**Parties**" or individually as "**Party**") have concluded this

**Additional Family Members :1**

Name and Surname: \_\_\_\_\_

Nationality: \_\_\_\_\_

Who holds a passport no.: Relation: \_\_\_\_\_



**Additional Family Members :2**

Name and Surname: \_\_\_\_\_

Nationality: \_\_\_\_\_

Who holds a passport no.: Relation: \_\_\_\_\_

**Additional Family Members :2**

Name and Surname: \_\_\_\_\_

Nationality: \_\_\_\_\_

Who holds a passport no.: Relation: \_\_\_\_\_

**DOCUMENTATION SERVICES AGREEMENT**

**PWG** provides processing and storage services for documentation required for the immigration process to Poland.

**1. DEFINITIONS AND INTERPRETATION**

**"Agreement"** means this agreement as modified, varied or amended (in writing) by the Parties.

**"Application"** means the application made by the Client to the Government Authority in respect of residency in the Territory.

**"Confidential Information"** means all information that is used in or otherwise relating to the Services, and/or either Party's financial or other affairs.

**"Dispute"** means any dispute connected with the formation, performance, interpretation, nullification, termination or invalidation of this Agreement or arising from this Agreement or related to this Agreement in any manner whatsoever.

**"Fees"** means the fees payable by the Client to the Service Provider and Government Authority in respect of the Services as detailed in Schedule 1.

**"Government Authority"** means any government or governmental, administrative, monetary, fiscal or judicial body, department, commission, authority, tribunal, agency or entity responsible for residency in the Territory. **"Losses"** means all losses, damages, claims, demands, actions, costs (including reasonably incurred legal fees) and liabilities of any kind.

**"Services"** means the services to be provided by the Service Provider as set out in Schedule 1.

## **2.TERMS OF SERVICE**

1. The Client hereby appoints PWG to provide the Services as an independent contractor. The Parties shall comply with all applicable laws and regulations in the performance of their obligations under this Agreement within Dubai, United Arab Emirates.
2. No failure or delay on the part of the Service Provider in exercising any right, power or remedy under this Agreement shall operate as a waiver thereof or a waiver of any other rights, powers or remedies and no waiver by the Service Provider shall be effective.
3. At the outset of provision of documentation processing services ("**Services**"), the Company agrees with the Customer on the scope of work and its schedule to be performed as the service by the Company. Services only include the provision of processing within the scope of the assignment agreed with the Client. Services do not cover provision of the documentation itself. The Client declares the awareness considering the fact that the Company is not responsible for the Customer's formal or legal situation, does not provide any recruitment, employment or travel services. Furthermore, the Company is not responsible for the duration and outcome of the processing.
4. This Agreement is to be read in conjunction with the Schedules specifying the Services to be offered by the Service Provider to the Client.
5. The Service Provider shall assist the Client in making the Application, however the Client acknowledges and confirms the success of the Application shall be determined by the Government Authority at its sole discretion.
6. Furthermore, the Client hereby acknowledges, agrees, and confirms that the appointment dates with embassies related to the Government Authority are selected independently by the said embassy, and the Service Provider has no influence over the allocation of appointments nor the dates of such appointments (if allocated).
7. The Client hereby agrees and acknowledges that the Service Provider does not guarantee the Client shall be successful in any Application for residency in the Territory and the Client acknowledges that it shall have no claim against the Service Provider in respect of any refusal by any Government Authority to provide residency in the Territory to the Client.
8. The Parties agree that the Service Provider may subcontract or retain the services of any third party in order to assist the Service Provider to perform and complete the Services.
9. Any amendment to any of the provisions of this Agreement must be in writing and signed by both Parties.

## **3.CLIENT'S OBLIGATIONS**

1. The Client shall promptly attend any meetings as requested by the Service Provider and/or Government Authority and shall fully cooperate with the Service Provider in all matters relating to the Services; provide PWG, in the time frame identified by the Service Provider all information and documents as reasonably required by the Service Provider or any of them and ensure that it is accurate in all material respects.
2. If the Service Provider's performance of its obligations under this Agreement is prevented or delayed by any act or omission of the Client, its agents, subcontractors, consultants or employees, the Service Provider shall not be liable for any Losses sustained or incurred by the Client that arise directly or indirectly from such prevention or delay.
3. Documents provided by the applicant should meet the legal requirements for the procedure i.e. passport validity must be more than 1 year, applicant must provide standard scanned documents.

#### **4. FEES AND PAYMENT**

1. All prices of the Services shall be paid in the currency specified by the Service Provider. Foreign currency exchange fluctuations and bank charges shall be the Client's responsibility and the Client is required to pay all amounts stated in the Agreement.
2. The Fees shall, at the discretion of the Service Provider, be paid to the Service Provider, by bank transfer to a United Arab Emirates bank account of the Service Provider. The Client agrees and confirms the Service Provider shall be under no obligation whatsoever to provide the Services (or any part thereof) until the Fees are paid.
3. Any cash payment by the Client to the Service Provider must not be accepted.
4. Once paid (whether by or on behalf of the Client and/or in part or full), the Fees shall be non-refundable, irrespective of whether an application is submitted to the Government Authority or if the Client withdraws its Application.
5. The Client shall promptly pay any amount in the manner and timeframe as advised by the Service Provider or Government Authority. Any failure or delay in making such payment by the Client shall be deemed a material breach.
6. In seven (7) days of starting the application, the client receives an official email from the company informing him that his offer letter has been issued and sent to him for signature, the applicant should proceed with his submission payment in fourteen (14) days counting from the day of received email, otherwise the application will be terminated without refund.
7. At the time the client receives an official Email from the company informing him that his work permit has been issued, the client must make the payment within twenty one (21) days, otherwise the application will be terminated without refund.

#### **5. PERSONAL DATA**

The Company collects, stores, uses and processes personal data about the Client and the persons directly related to it (i.e. family members) in accordance with laws applicable to protection of personal data for, amongst others, the purposes of performing the Agreement, maintaining internal information systems, complying with its legal obligations and for marketing purposes.

#### **6. CONFIDENTIALITY**

1. The terms and conditions contained in this Contract shall constitute Confidential Information, and the recipient of the Confidential Information undertakes and agrees to keep confidential the Confidential Information by applying the same care that it would employ with respect to its own Confidential Information. The Customer shall not disclose, transmit, or convey confidential information to any third party. Notwithstanding the above, if the recipient of the confidential information is legally compelled or required by any governmental body, court, or competent authority to disclose any Information, Customer shall promptly notify the Company, no later than 1 day from the date on which they became aware of it.

#### **7. Limitation of liability**

The Company is liable only for Services provided by the Company – it is not responsible for any actions taken by third parties, including the Polish Embassy in the United Arab Emirates, Customer's insurance company, transporters, previous/current/future employer of the Customer, etc.

#### **8. TERMINATION**

1. The Service Provider may terminate this Agreement upon seven (7) days written notice (electronically via email provided in the Agreement) to the Client if:
  - a. The Client breaches the Agreement and fails to remedy such breach within seven (7) days of notice.
  - b. The Client is unable to pay its debts as they mature.
  - c. The Government Authority rejects the Client's application.

- d. the Client presents untrue, misleading and/or inaccurate information.
  - e. the Client fails to attend any interviews and/or meetings with the Government Authority and/or the Service Provider.
  - f. The Client fails to provide all requested information and documents within seven (7) calendar days; or
  - g. the Government Authority suspends or cancels the residency program forming the basis of the Services.
2. In the event of termination of this Agreement, then the Client agrees and accepts that all Fees paid till the date of termination shall be forfeited in full and no refund shall be due to the Client. Without prejudice to the foregoing, in the event of rejection of the Client's application for residency by the Government Authority, the Service Provider may, at its discretion, and upon payment by the Client of additional fees to be agreed with the Client at such time, assist the Client in seeking a refund (in part or full) of the portion of the Fees paid to the Government Authority as part of the Application. This Agreement shall automatically terminate when the Service Provider has concluded his Services set forth in Schedule 1, as determined by the Service Provider. The termination of this Agreement shall not give rise to any liability whatsoever on the part of the Service Provider to pay any compensation or damages to the Client.

## 9. SEVERANCE

1. If any provision of this Agreement (or any part of such provision) is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, that shall not affect or impair the legality, validity or enforceability in that jurisdiction of any other provision or part of any provision of this Agreement (or part of such provision).

## 10. FORCE MAJEURE

1. Neither Party shall be liable for losses, injuries, delays, damages, defaults, or other casualties due to any cause beyond that Party's reasonable control incurred or sustained by the other Party including, without limitation, fire, earthquakes, flood or other physical natural disaster, explosion, action of the elements, war, riot, act of terrorism, rebellion, revolution, act of government or its agents, strike, an epidemic or pandemic at national and international level, or similar cause ("Force Majeure"), provided that the Party claiming delay/failure of performance due to force majeure shall promptly notify the other Party thereof and shall thereafter use reasonable endeavors to overcome such cause of delay/failure and promptly resume performance thereof.
2. In case of any force majeure listed above there shall be no refund.
3. For the avoidance of doubt, force majeure shall not apply to excuse the obligation of either Party to make a payment when due under this Agreement. In the event that the cause continues for more than three (3) months either Party may terminate this Agreement on thirty (30) days' notice in writing to the other Party refund will not be applicable.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year first above written.



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Client

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on behalf and in the name of PWG

## Schedule 1. - FP Poland

Stage of scheduled services	Amount due (AED)	Services
1.	<b>10,000.00</b>  <b>+ 5% VAT</b>	<ul style="list-style-type: none"> <li>- Review and verification of Client's initial documentation, i.e., curriculum vitae, passport/ visas;</li> <li>- Profiling of the Client;</li> <li>- Advisory as to the forms, supporting documentation and fee requirements;</li> <li>- Support during the collection of documents to ensure both internal standards and government requirements are met;</li> <li>- Job offer preparation</li> <li>- Submission payment for assistance of the application regarding work permit submitted to the future employer</li> </ul>
<p><i>I hereby declare that I confirm the completion of the Service Stage, I do not raise any objections as to its date and scope of completion and I confirm the payment specified in accordance with the concluded Agreement. I am aware that the fee for the service is non-refundable, the company is solely responsible for the processing of documents, and has no connection with the embassy that processes the Customer's visa application.</i></p> 		
2.	<b>10,000.00</b>  <b>+ 5% VAT</b>	<ul style="list-style-type: none"> <li>- Completion of the documents required for visa application form, formal and legal verification, photocopying and storage of documentation, including but not limited to: picture, passport, residence ID, current visas, proof of funds, criminal clearance certificates, curriculum vitae, contracts, additional letters, i.e.: guarantee letter, accommodation letter, intention letter;</li> <li>- Conduction of an audit of all documents to ensure that they met standards to proceed with visa application;</li> </ul>
<p><i>I hereby declare that I confirm the completion of the Service Stage, I do not raise any objections as to its date and scope of completion and I confirm the payment specified in accordance with the concluded Agreement. I am aware that the fee for the service is non-refundable, the company is solely responsible for the processing of documents, and has no connection with the embassy that processes the Customer's visa application.</i></p>		

3.	<b>10,000.00</b>  <b>+ 5% VAT</b>	<ul style="list-style-type: none"><li>- After visa approval;</li><li>- Processing of the documents of the documents after visa application completion;</li><li>- Administrative assistance service;</li></ul>
<p><i>I hereby declare that I confirm the completion of the Service Stage, I do not raise any objections as to its date and scope of completion and I confirm the payment specified in accordance with the concluded Agreement. I am aware that the fee for the service is non-refundable, the company is solely responsible for the processing of documents, and has no connection with the embassy that processes the Customer's visa application.</i></p>		