

CONTRACT

Work and Travel USA 2010

Signed on in between
(hereafter referred to as Client) and Business Travel Club Sp. z o.o., with its headquarters in Warsaw, on ul. Biała 3 (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 Council on International Educational Exchange, with its headquarters in Portland, on 300 Fore Street (hereafter referred to as CIEE) 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 and conditions of the participation in the WAT Program and inform the Client of all current matters, mainly through the information service „Participant Zone”/”Strefa Uczestnika”, such as the recruitment process, important meetings, visa interview schedules, etc. (The Client is obligated to check the „Participant Zone” regularly).
 - c) Follow through with the recruitment for the WAT Program according to CIEE guidelines.
 - d) Provide the Client with all essential documents for the participation in the WAT Program.
 - e) Accept and check submitted documents, and in a proper time frame submit them to CIEE.
 - f) Provide the Client with all documents, information materials and CIEE Participant Packet, and especially the document DS2019 which enables the Client to apply for the J-1 American visa in the American Embassy.
 - g) Hold an organizational program training before departure to the US.
3. As a participant of the WAT Program the Client will have a 4 month insurance plan from a company which is a provider of insurance for all CIEE WAT Program participants according to terms and regulations of specific American Government institutions. The Client is obligated to familiarize oneself with the insurance details provided in the Participant Packet, which will be provided to the Client before departure to the US. In a case where insurance assistance will be needed the Client is obligated to act according to instructions provided in the packet. BTC nor CIEE take on any responsibilities which arise due to insurance 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 CIEE 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 timelines and 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 an airplane ticket to and from the US. BTC is obliged to reserve and purchase in the name of the Client an airline 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, arrival city in the US and the number of discount card (ISIC, Euro26 etc.) in possession. 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 airplane 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 airplane ticket fee is dependant on the departure date to the US and the arrival city to the US and will fall in the following range: Boston, Chicago, New York, Washington DC (1490-1990PLN + taxes/airport fees); Miami (1690-2090PLN + taxes/airport fees); Denver, Los Angeles, San Francisco (1990-2890PLN + 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 dependant on the carrier) and will be provided to the Client no later than April 30, 2010.
- 7.3. A lack or delay in payment for the airplane 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.
- 7.4. In the case where the Client does not commission BTC to purchase the airplane ticket, the Client is responsible to provide BTC exact information regarding the Client's flight no later than April 10, 2010. This refers to departure/return date to/from the US, airline name, flight number, flight schedule etc.
- 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 DS2019 form and the airplane ticket. The eligible refund will be forwarded to the Client in less 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 making the 1st installment for the WAT Program, BTC will refund all payments minus the application fee and 325 PLN, which will be used to cover the costs of enrollment preparation for the WAT Program.
 - d) In the event of cancellation after February 20, 2010, BTC will refund all payments minus the application fee, equivalence of 280 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 10 2010, BTC will refund all payments minus the application fee, equivalence of 380 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 and cancellation of airline ticket.
 - 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 220 USD in PLN (280 USD in Option B, C or D) and the SEVIS fee which will be used to cover the costs of enrollment and withdrawal of the Clients participation in the WAT Program and cancellation of airline ticket.
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 CIEE immediately about appeared problem and proceed according to instructions provided by CIEE.
 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 CIEE cancels the WAT Program, BTC will refund all payments minus the application fee and CIEE 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, 12.3, 12.4 is as follows.:

Lp	Payment	Payment due	Amount				USD exchange rate	Payment form
			Option A	Option B	Option C	Option D		
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 20, 2010	330 USD	575 USD	575 USD	455 USD	Asked NBP rate published in „Gazeta Wyborcza” on February 14, 2010	BTC account*
	SEVIS fee		35 USD					
4	Airline ticket	From May 2 to 9, 2010	Depends on arrival city and departure date from Poland				Does not apply	BTC account*

- 12.2. Persons enrolling for the WAT program after February 20, 2010 are obligated to pay the 1st and 2nd installment for the WAT Program and SEVIS fee within 5 days of signing the Contract. The exchange rate USD/PLN for these Clients will be determined after signing the Contract by both parties.
- 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: 445 USD (Option A), 725 USD (Option B and C), 585 USD (Option D). Other fees remain the same.
- 12.4. In the case where the Client enrolls on the WAT Program after April 12 th 2010, the Client will be charged an additional fee of 170 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 150 PLN is to be paid immediately.
- 12.6. In case the Client needs additional insurance for the 5th month of the WAT Program, a fee of 125 PLN is to be paid immediately.
13. In case the Client changes a previously accepted job offer based on Option B or C, the Client will be charged with an additional cost of 180 USD (Option B and C). The Client is required to make the payment immediately.
14. In cases not covered by this agreement the regulations of the Civil Code will apply.
15. Any disputes that are incurred 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 a brief description of the problem at the proper time. The Client is required to contact BTC immediately when the problem occurs, otherwise the matter will not be considered as a complaint. BTC is not held responsible for overdue issues.
16. No provision of this contract may be assigned without the prior written consent.
17. The contract was composed in two identical copies, one for each party.

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BTC
 (BTC or Agent 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. Biala 3, 00-895 Warszawa