

- General Terms and Conditions -



§ 1

Scope & Protective Clause

- (1) The following general terms and conditions, in the respectively applicable version at the time of placing or accepting the job, apply exclusively between the service company FAC Philippines – Foreign Assistance Center, Inc. and its clients.
- (2) Deviating provisions on these terms are rejected.

§ 2

Due Payment Date of the Service Fee

- (2) We work exclusively against prepayment. The payment of the respective service fee is made in full immediately upon invoicing, unless the client and FAC Philippines – Foreign Assistance Center, Inc. have agreed in writing on a different payment term.
- (3) The service fee clause does not apply in the case of becoming a member of FAC.

§ 3

Legal Information

- (1) In connection with the services offered, both parties undertake to keep all talks held and written agreements reached strictly confidential. The services offered are exclusively subject to Philippine law. Decisions and rulings of other countries or courts can in principle be recognized in the Philippines (Section 48 of the Rules of Court Annotated), whereby a distinction must be made between recognition and execution. A recognition does not necessarily require formal proceedings. An execution of a decision or ruling, requires the recognition of a Philippine Regional Court. However, court decisions and resolutions are only rebuttal evidence in Philippine courts of law.
- (2) Unless otherwise agreed, all documents handed over to the clients are covered by the agreed-on payment. Copyrights for these documents are exclusively held by FAC Philippines – Foreign Assistance Center Inc. Without prior agreement, the client is not permitted to make these documents available to third parties in full or excerpts or to reproduce them.
- (3) The information provided, and advice given in meetings or documents are carefully considered and verified by the staff of FAC. The activities of FAC Philippines – Foreign Assistance Center, Inc. are merely services provided. Thus, a positive outcome is not owed under the contract. Any liability shall be excluded.
- (4) FAC Philippines – Foreign Assistance Center, Inc. explicitly points out that the services offered – Bureau of Immigration (**BI**); Department of Labor and Employment (**DOLE**); Philippine Retirement Authority (**PRA**) – are in principle handled by accredited staff.

(5) FAC Philippines – Foreign Assistance Center, Inc. is **accredited** by the Bureau of Immigration (**BI**) and the Philippine Retirement Authority (**PRA**).

§ 4
Confidentiality

FAC Philippines – Foreign Assistance Center, Inc. undertakes to remain absolute and forever silent toward third parties about any and all business-related, operational, and private affairs of the client that came to its knowledge within the scope of its activities, even after the end of the contract. Moreover, FAC Philippines – Foreign Assistance Center, Inc. undertakes to carefully keep all documents entrusted with for its consultancy work and to safeguard them against being accessed by third parties.

§ 5
Place of Jurisdiction

(1) All contractual relations between the service provider FAC Philippines – Foreign Assistance Center, Inc. and its clients are subject to the laws of the Republic of the Philippines.

(2) Place of jurisdiction and delivery is Quezon City. For all disputes resulting from the contractual relationship between the service provider FAC Philippines – Foreign Assistance Center, Inc. and its clients, the registered office of FAC Philippines – Foreign Assistance Center, Inc. according to the entry into the commercial register – Security and Exchange Commission under number CS201212371 is binding.

§ 6
Severability Clause

(1) If a provision of these General Terms and Conditions is ineffective, the validity of the other provisions shall not be affected.

(2) Upon signing this contract, the General Terms and Conditions are considered accepted.

Date:

First name:

Last name:

On _____ to be considered as having been approved: _____

FAC Philippines – Foreign Assistance Center Inc.