****

**CLIENT AGREEMENT**

(hereinafter the **“agreement**”)

Between

(name) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(address) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(hereinafter **“Client”)**

and

**SARLES TRADE & INVESTMENT SA**

Rue du Nant 6, 1207 Geneva, Switzerland

(hereinafter “**SARLES**”)

Each a **“Party”** and collectively the **“Parties”**

**SUBJECT OF THE AGREEMENT**

A. **SARLES** is a service company specialized in residency and citizenship programs and has expertise and experience in assisting **Clients** in preparing and filing applications in some countries.

B. The **Client** wishes to acquire residence and/or citizenship in the country specified in the **VISA-GREECE APPLICATION FORM.**

C. **SARLES** shall oversee, coordinate and undertake actions for and on behalf of the **Client** in relation to the **Client’s Personal Application**.

D. **SARLES** and the **Client** wish to enter into this **Agreement** to set out the rights and obligations of each **Party** in connection with the foregoing.

**1. DEFINITIONS AND INTERPRETATION**

1.1. In this **Agreement**, unless inconsistent with the context or otherwise specified, the following words and expressions have the following meanings:

(a) “**Advisor**” means any or all third party legal, tax, real estate, immigration or other advisors, consultants or service providers who may provide advice and/or services to the **Client** under separate terms and conditions between the **Client** and the relevant **Advisor**.

(b) “**Approval in Principle**” means conditional approval of the **Personal Application** given by the necessary Government Authorities.

(c) “**Country**” means the country or territory specified in **VISA-GREECE APPLICATION FORM** where the **Client** wishes

to acquire residence a.

(d) “**Effective Date**” means the date on which **SARLES** confirms, after having received the **Agreement** duly signed by the **Client** with attached copy of the passport of the **Client** and, if applicable of any **Family Member**, satisfactory outcome of the initial due diligence undertaken by **SARLES**.

(e) “**Family Member**” means any member of the **Client**’s family who is referred to in **VISA-GREECE APPLICATION FORM**.

(f) “**Government Authority**” means any government authority which handles the **Personal Application** in the **Country**.

(g) “**Sarles Agents**” means all **SARLES** and/or third parties to whom **SARLES** may, in its sole discretion, delegate the performance of any or all the **Services** from time to time.

(h) “**Personal Application**” means, collectively, the personal application forms relating to the **Client** and any **Family Member**, and all related documentation, as required in connection with the **Program.**

(i) “**Politically Exposed Person**” (or “**PEP**”) is an individual person who has at any time been entrusted with a public function or who is an immediate family member or a close associate of such person.

(j) “**Personal Information**” means any identifiable information about the **Client** or any **Family Member**, including, but not limited to, their name, address, e-mail address, date of birth, gender, identification numbers, income, employment, assets, liabilities, source of funds, source of wealth, payment records, personal references, investment objectives, financial plans, credit reports and other financially-related information as well as information concerning personality, travel details, lifestyle, leisure activities, qualifications, skills and career history, and other information of a personal nature.

(k) “**Program**” means the residence or citizenship program of the country or territory to which the **Client** is making his **Personal Application**.

(l) “**Qualifying Investment**” means an investment in real estate or other investment, or a nonrefundable contribution required to qualify for residence or citizenship in the **Country**, under the **Program**.

(m) “**Services**” means the services to be provided, arranged or facilitated by **SARLES** for the **Client** in relation to the **Program**, pursuant to Clause 2 of this **Agreement**.

1.2. Words implying gender include each gender.

1.3. The singular includes the plural and vice versa.

1.4. References to any statute or any part of any statute include any statutory amendment, modification or reenactment in force from time to time and references to any statute include any orders, regulations or similar secondary legislation made under it.

**2. SERVICES PROVIDED BY SARLES**

2.1. **SARLES** shall provide the **Services** set out in this Clause 2 on and subject to the terms of this **Client Agreement.**

2.2. In addition to the **Services** set out in this Clause 2, **SARLES** offers, and the **Client** may opt to add the following exclusive services to the **Services** in consideration of a surcharge on the **SARLES** Fees. Without prejudice to the generality of Clause 3, such surcharge does not include disbursements or payments required by third parties such as the Government Authority.

(a) Priority treatment: Throughout the entire process within the **SARLES**, the **Client**’s file is specially marked and is always treated as priority over normal files.

(b) Administrative assistance: **SARLES** shall help in replacing a lost or stolen passport or a residence card of the **Client,** and, if applicable, any **Family Member**, issued by the **Country** under the **Program**. **SARLES** shall provide the administrative assistance as specified in this paragraph for a period of ten (10) years commencing on the date the initial passport or the initial residence card has been issued to the **Client,** and, if applicable, any **Family Member**, as result of his/her successful **Personal Application** under the **Program.**

(c) Document safekeeping: **SARLES** shall provide the **Client** with safekeeping services for the certified copy of the certificate of naturalization or of the certificate of registration issued to the **Client**, and, if applicable, any **Family Member**, under the **Program**. **SARLES** shall provide the document safekeeping services as specified in this paragraph for a period of ten (10) years commencing on the date such document has been issued to the **Client**.

2.3. In providing the **Services**, **SARLES** shall be entitled to delegate any or all its obligations under this **Agreement** to any **SARLES Agent(s).**

2.4. As part of the **Services**, **SARLES** shall provide such assistance as the **Client** may reasonably require in gathering all the required documents for his **Personal Application**, such assistance to be provided through an internal **SARLES** officer or employee or through a **SARLES Agent.**

2.5. Subject to this **Agreement**, upon the **Personal Application** being fully gathered and ready to be submitted, **SARLES** shall lodge it on the **Client’**s behalf with the relevant **Government Authorities.**

2.6. After submission of the **Personal Application**, SARLES shall use its reasonable endeavours to procure that same is approved; provided however, that the **Client** acknowledges and agrees that SARLES cannot guarantee the approval of the **Personal Application**, which is at the sole discretion of the relevant **Government Authorities**.

2.7. **SARLES** shall use its reasonable endeavours to obtain regular updates on behalf of the **Client** from the relevant **Government Authorities** regarding the progress of the **Personal Application** and shall update the **Client** accordingly.

2.8. It is expressly acknowledged and agreed that the **Services** do not include **SARLES** providing or procuring any advice or assistance of any kind whatsoever in connection with any legal, tax, immigration, real-estate, regulatory or other matters whether pertaining to the current country of residence and/or citizenship of the **Client** and/or any **Family Member** or to any other country or jurisdiction, and **SARLES** has no obligations or liabilities under this **Agreement** in respect of any such matters.

2.9. **SARLES** will not undertake services other than those set out in this **Agreement**. Any services not included therein are subject to a separate offer and agreement between the **Client** and **SARLES** or, in case such additional services may not be offered by **SARLES.**

2.10. In providing the **Services**, **SARLES** warrants that it shall: (a) use reasonable skill and care; (b) carry out its work in a timely and professional manner; and (c) comply with all applicable regulatory requirements; but all other warranties, representations, assurances, guarantees, and undertakings, express or implied, whether by statute or otherwise in respect of the **Services** (including without limitation as regards the merits or likely success of the **Personal Application** and/or the **Client’**s proposed residence and/or citizenship in the **Country**) are hereby excluded by **SARLES** to the fullest extent permitted by law.

**3. LIMITATION ON LIABILITY**

3.1. This Clause 5 sets out the entire liability of **SARLES,** whether in contract, tort (including but not limited to negligence), by statute or otherwise arising out of or in connection with this **Agreement**.

3.2. **SARLES** shall not be liable to the **Client** (whether in contract, tort, by statute or otherwise) in respect of any loss (whether actual or anticipated) and/or for any special, indirect, incidental or consequential loss or damage arising out of or in connection with this **Agreement** including without limitation: loss of revenue, loss of anticipated savings, loss of profits, loss of business, loss of citizenship or residence status rights, and/or any health issues. The total liability of **SARLES** to the **Client** under or in connection with this **Agreement** shall in any case not exceed an amount equal to the total **SARLES Fees** received by **SARLES** from the **Client** in respect of the **Services.**

3.3. **SARLES** shall not be liable for any act, omission or failure of: any **Sarles Agent**, any **SARLES** directors, officers or employees, any **Advisor**; any **Government Authority**, Parliament, Court or other sovereign, executive or judiciary body of any country, or the European Union or other supranational organization, or the United Nations or other international organization; any financial institution to which **SARLES** may introduce the **Client** and/or any **Family Member**; any third party advisor and/or consultant (including any tax advisor, legal advisor, real-estate advisor and other specialists or experts) to whom **SARLES** may introduce the **Client** and/or any **Family Member**; and/or any other third party.

3.4. **SARLES** does however not exclude or limit its liability arising from its gross negligence or wilful default.

3.5. The **Client** acknowledges and accepts that **SARLES** does not and will not accept any responsibility or liability whatsoever with respect to any payments due under or in connection with the **Client Agreement** that are made by the **Client** to an account held in a name other than the name of **SARLES** and/or not under the control of **SARLES**.

**4. DURATION AND TERMINATION**

4.1. This **Agreement** shall commence on the **Effective Date**.

4.2. The **Client** may terminate this **Agreement** at any time on 30 days’ written notice to **SARLES**. This Agreement shall terminate automatically if the **Program** ceases to operate for any reason or in the case of death, disability or bankruptcy of the **Client** or any other event which makes it impossible to proceed with the **Personal Application** and/or residence and/or citizenship in the **Country.**

4.3. Notwithstanding anything to the contrary set out in this **Agreement**, **SARLES** may, at its sole option, immediately terminate this **Agreement** by written notice to the **Client** at any time if: (a) the **Client** breaches any of his/her obligations in the **Agreement**; (b) the **Client** breaches any of his/her other obligations under this **Agreement** and, in the case of a breach capable of remedy, the breach is not remedied by the **Client** within seven (7) days of him being specifically required to do so by **SARLES**; (c) the **Personal Application** is finally rejected; or (d) any legislative, governmental and/or regulatory changes are made in the **Country** (whether with retrospective or future effect), or (without prejudice) any other event occurs beyond the reasonable control of SARLES, which prevents or severely limits the ability of **SALES** to perform the **Services**.

4.4. The termination of this **Agreement** for whatever reason shall not affect any accrued rights or liabilities of either **Party** under this **Agreement** or the coming into force or the continuance in force of any provision of this **Agreement** which is expressly or by implication intended to come into or continue to be in force on or after termination.

**5. REFUNDS**

The **Client** agrees that neither the retainer fee nor the **Sarles Fees**, including fees and charges (if applicable), will be refundable and that all such fees will be retained by **SARLES**, whether the **Personal Application** is successful.

**6. FORCE MAJEURE**

**SARLES** shall not be liable for any delay, interruption or failure in performing the **Services** due to unforeseen circumstances or causes beyond its reasonable control, including but not limited to any changes to the **Program**.

**7. WAIVER**

7.1. No neglect, delay or indulgence on the part of SARLES in exercising or enforcing any right or remedy provided by this **Agreement** or by law will be construed as a waiver of that or any other right or remedy.

7.2. No single or partial exercise or enforcement of any right or remedy will preclude or restrict the further exercise or enforcement of any such right or remedy.

7.3. No waiver by **SARLES** shall be valid unless in writing and signed by a duly authorized representative of **SARLES**.

**8. COLLECTION, USE AND DISCLOSURE OF PERSONAL INFORMATION**

8.1. **SARLES** shall treat as confidential all information relating to the **Client** and his **Family Members** and shall not use or disclose any such information without the prior written consent of the **Client** unless such information is being used or disclosed as set out in this Clause.

8.2. Equally, the **Client** shall, and shall ensure that all **Family Members** shall, treat as confidential all information relating to **SARLES** and/or any **Advisors**, its or their know-how and procedures, and any documents relating to any of them to which the **Client** and/or any **Family Member** becomes party during or after the term of this **Agreement**.

8.3. **SARLES** may also be required to collect sensitive personal data. “Sensitive Personal Data” is defined as personal data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, or trade union membership, and the processing of genetic and biometric data for the purposes of uniquely identifying a natural person, data concerning health or data concerning a natural person’s sex life or sexual orientation. If **SARLES** does need to collect or process Sensitive Personal Data about the **Client** and/or his/her **Family Members**, it will do so: (a) on the basis of explicit consent by providing the **Client** and/or his/her **Family Members** with a consent form requesting express consent to do so; (b) in order to protect the **Client** and/or his/her **Family Members’** vital interests or another person’s where the **Client** and/or his/her **Family Members** is not capable of giving express consent; (c) in order to establish, exercise or defend legal claims; or (d) where it is necessary for the purposes of carrying out the obligations or specific rights relating to **SARLES** or the **Client** and/or his/her **Family Members** in relation to the field of employment law, social security and social protection law. Where **SARLES** does collect, and process Sensitive Personal Data based on explicit consent, the **Client** and/or his/her **Family Members** will have the right to withdraw this express consent. Further information on withdrawal of express consent will be provided in the notice provided to the **Client** and/or his/her **Family Members** requesting consent.

8.4. **SARLES** shall retain the Personal Information relating to the **Client** and if applicable any **Family Member** for the duration of the **Services** and for a maximum period of ten years after the termination of the Services.

**9. ASSIGNMENT AND SET-OFF**

9.1. The **Client** shall not assign, encumber, dispose or otherwise transfer any of his rights and/or obligations under this **Agreement** to a third party.

9.2. **SARLES** shall be entitled to assign any of its rights and/or obligations under this **Agreement** at any time to any third party.

9.3. This **Agreement** shall be binding on and inure for the benefit of the successors and permitted assigns of the **Parties.**

9.4. In addition to any rights of set-off **SARLES** may have as a matter of law or otherwise, **SARLES** shall have the right (but not the obligation) without prior notice to the **Client** or any other person to set-off or apply any obligations of **SARLES** owed to the **Client** against any obligation of the **Client** owed to **SARLES** whether matured. For cross-currency set-off, **SARLES** may convert either obligation at the applicable market exchange rate selected by it (acting in its sole discretion) on the relevant date. For purposes of the right of set-off of **SARLES** as per this set-off clause the **Client** hereby waives to the fullest extent permitted by law, any requirement of mutuality and of identical nature of the obligations that are the subject of the setoff.

**10. SEVERABILITY AND ENTIRE AGREEMENT**

10.1. If any part of this **Agreement** is found by any court of competent jurisdiction to be invalid, unlawful or unenforceable, then such part shall be severed from the remainder of this **Agreement,** which shall continue to be valid and enforceable to the fullest extent permitted by law. The invalid, unlawful or unenforceable part shall be replaced by a valid, lawful and enforceable provision which approximates as closely as possible to the economic purpose part found to be invalid, unlawful or unenforceable.

10.2. This **Agreement** constitutes the entire agreement and understanding of the **Parties**, and supersedes any previous communications, agreements and/or arrangements (whether written or oral) between the **Parties**, in relation to its subject matter, if nothing in this **Agreement** shall limit or exclude any liability for fraudulent misrepresentation.

**11. NOTICES**

Any notice, demand or other communication required or permitted to be given to either **Party** shall be given in writing. Any such notice, demand or communication shall be deemed to be sufficiently given if personally delivered, sent by means of electronic communication capable of producing a printed copy, sent by prepaid registered mail or sent by international courier. If notice is given by e-mail, this is valid only if the receipt of the e-mail is expressly acknowledged by the recipient via return e-mail (however not automatic response e-mail).

**12. COUNTERPARTS AND ELECTRONIC COMMUNICATION**

12.1. This **Agreement** may be executed in two counterparts, each of which will be deemed to be an original and both of which will together constitute one and the same instrument. This **Agreement** is validly executed as soon as it has been signed by the **Client.** Delivery of an executed copy of this **Agreement** may be effective by e-mail or other means of electronic communication producing a printed copy.

12.2. Notwithstanding that delivery of this **Agreement** by e-mail or other means of electronic communication producing a printed copy is permitted under Clause 14.1, the **Client** agrees to personally deliver, or to deliver by prepaid registered mail or courier, to **SARLES** the signed two originals of this **Agreement** within 14 days of the **Client** executing the same.

**13. AMENDMENT**

Any changes to this **Agreement** shall be valid and effective only if in writing and signed by an authorized representative of each **Party.**

**14. GOVERNING LAW AND SETTLEMENT OF DISPUTES**

To ensure a neutral law and efficient dispute resolution for both **Parties**, this **Agreement** shall be governed and construed in accordance with substantive Swiss law, without giving effect to its conflict-of-laws rules and shall be subject to arbitration in Switzerland. All disputes, whether of contractual or other nature, arising out of or in connection with the present **Agreement**, including disputes on its conclusion, binding effect, amendment and termination, shall be resolved, to the exclusion of the ordinary courts, by a sole Arbitrator. The proceedings, including the appointment of the sole Arbitrator, shall be conducted under the Rules of International Arbitration of the Swiss Chambers’ Arbitration Institution. The seat of the Tribunal shall be Geneva, and the language to be used in the proceedings shall be English. The decision of the Arbitral Tribunal shall be final. The Client expressly agrees that he will not, under any circumstances, take any legal action against **SARLES**, or any of their respective directors, officers or employees.

Agreed and signed Agreed and signed

 by the **Client:** for and on behalf of **SARLES**

Date of signature: Date of signature: