



**TAX REFUND - USA**  
**TAX YEAR .....**  
**CONTRACT OF**  
**MANDATE**



**Contract of mandate concluded in ..... on .....**  
(PLACE) (DATE)

**THE PARTIES OF THE CONTRACT:**

**PRINCIPAL:**

**CONTRACTOR:**

**SSN:**

**National Business Registry Number:  
Taxpayer Identification Number:**

**§ 1**

The subject of the contract is the performance by **the Contractor** for the benefit of **the Principal** of the activities necessary for the settlement of US income tax, in particular the preparation and submission of relevant documentation to the competent fiscal authority.

**§ 2**

**The contractor** undertakes to:

1. make an initial calculation and prepare documentation related to obtaining a refund of the overpaid part of the US income tax,
2. conducting all matters related to tax refund,
3. performance of the subject of the contract with own materials and means.

**§ 3**

**The Principal** undertakes to:

1. provide **the Contractor** with all documents necessary for the correct performance of the subject of the service within the deadlines enabling its reliable performance,
2. to provide any information that may be related to the subject of the contract, in particular to fill in the Form constituting an appendix to the contract fairly and truthfully,
3. immediately inform **the Contractor** about all correspondence related to the tax refund received from the USA, as well as about telephone and personal contacts with the American tax authority
4. not to apply for a tax refund from the American tax authority, either independently or through third parties, during the term of this agreement (the terms of termination of the agreement are included in §8),
5. inform **the Contractor** within 14 days of receipt of the tax refund from the American tax authority;
6. provide **the Contractor** within 14 days with a copy of the tax decision from the American tax authority;

**§ 4**

1. **The Ordering Party** declares that he has not dissimulate any information that may be relevant in the case, in particular information on: employers, previous attempts to recover overpaid tax, earlier stays and work in the USA, penalties and fees imposed.
2. **The Contractor** shall not be liable for any consequences, in particular extending the deadline for settling the matter or changing the amount of the refund, resulting from **the Principal's** failure to meet the obligations set out in §3, as well as resulting from incomplete, incorrect or untrue information regarding the issues indicated in point 1.
3. **The Principal** authorizes **the Contractor** to take actions on his behalf to recover the overpaid amount of US income tax.
4. **The Contractor** shall not be liable for the deadline when tax declarations will be processed by the US tax institutions and is not able to accurately determine the date of any tax refund. The deadline for considering tax returns depends solely on the US tax authorities.

5. Tax returns usually take place within 3-6 months from the date of submitting the complete set of documents to **the Contractor**. Checks with possible tax refunds are sent by the American tax offices directly to **the Principal** at the address provided in the Form.
6. **The Contractor** shall not be liable for the method of preparing tax declarations in the event of changes to laws, tax regulations, their interpretation and in other cases caused by unforeseeable circumstances.
7. **The Contractor** shall not be liable for the loss of tax declarations or a possible tax refund check by the "post office" or other company / institution dealing with sending letters and documents - in this case, however, **the Contractor** undertakes to re-send tax declarations and take appropriate explanatory actions.

**§ 5**

In accordance with Article 13 of the general regulation on the protection of personal data of 27/04/2016. (Journal of Laws UE L 119 of 04/05/2016) we would like to inform you that:

1. The administrator of personal data is Doradztwo Finansowe Mag-Tax Agnieszka Mikulska.
2. Contact with the administrator of personal data is possible at the address: 90-217 Łódź, ul. Sterlinga 16/18 or by phone number: 42 6 311 311.
3. The administrator of personal data processes personal data on the basis of applicable law, in connection with the performance of foreign tax settlement services, activities related to family benefits from abroad and other activities related to the above-mentioned services ordered by the data subject.
4. Personal data will be processed by the Administrator and entities with which the Administrator has concluded an entrustment agreement.
5. Personal data will be stored for the duration of the contract, until the claims are time-barred or until the obligation to store data resulting from the provisions of law on archiving expires:
  - customer data necessary to conclude the contract are stored for 1 calendar year from the date of the tax obligation, but not less than one year from the expiry of the Administrator's obligations under the contract,
  - in cases of pursuing claims or protection against claims, the data is stored at least until the claim is time-barred or the proceedings are completed, but no longer than until the end of the full calendar year after the claim is time-barred or terminated,
  - in the event that the contract has not been concluded, the data is processed 1 calendar year from the last action aimed at concluding the contract,
  - if the processing is based on the consent of the data subject, the data is processed until the consent for their processing is withdrawn,
  - the data of the contact person is processed until receiving a request to suspend their further processing or receiving a request to remove them, unless the data of that person is related directly or indirectly to unsettled contracts, e.g. the person acts as the person receiving the



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documentation on behalf of the client; in this case, the data is processed until the transaction with the customer is fully settled.

6. The person whose data is processed has the right to request the Administrator to access their personal data, the right to rectify, delete or limit processing, the right to object to the processing and transfer of personal data and the right to withdraw consent to their processing.
7. For violation of the rules of personal data is the right of lodge a complaint with the supervisory body - the President of the Office for Personal Data.
8. Providing data is voluntary, but necessary to perform the above-mentioned services.
9. The consequence of non-disclosure of personal data is the inability to perform the above-mentioned services.

**§ 6**

The condition for starting the procedure for preparing **the Principal's** tax declarations is **the Principal** signing the Agreement, completing the Form and submitting the following documents:

- a) W-2 forms from all US employers,
- b) A copy of the J-1 visa.
- c) A copy of DS2019.
- d) A copy of Social Security Card.
- e) signed federal and state tax returns indicated by **the Contractor**

**§ 7**

1. The procedure for preparing tax declarations begins after **the Principal** signs the Agreement, provides the necessary documents and prepares a one-off payment in advance for the services provided in the amount of **100.00 USD** gross.
2. In cases of non-standard or complicated settlements, the amount of the fee is agreed individually with **the Principal**.
3. Fees for additional services not listed in §7 point 1 will be agreed individually with **the Principal**.
4. If the settlement of the matter is complicated by **the Principal** providing incomplete, incorrect or untrue information, in particular on: his employers, stay in the USA, previous attempts to recover the tax, imposed penalties and fees, then the Principal shall pay the Contractor an additional fee. Payment may be made by bank transfer to the account indicated by **the Contractor**.
5. If **the Principal** resigns from the service, he will independently

collect the documents previously provided to **the Contractor**, or the documents will be sent to **the Principal** by post at his expense.

6. If **the Contractor** decides that he is unable to recover the tax, he undertakes to return the commission paid within 30 days by bank transfer to the account indicated by **the Principal**, less the operational costs incurred by **the Contractor**.

**§ 8**

The contract expires:

1. upon receipt by **the Principal** of a tax decision from the American tax authority (decision for an additional payment, decision "at zero");
2. upon receipt of a transfer or check with a tax refund - in the case of a refund decision,
3. when **the Contractor** makes a decision that the settlement cannot be made,
4. upon independent contact between **the Principal** and the American tax authority.

**§ 9**

**The Principal** has the right to withdraw from this contract within 7 days from the date of signing the contract, provided that **the Contractor** has not sent tax declarations to the proper institutions in the USA. If the tax declarations have been prepared and have not yet been sent to the appropriate institutions, **the Principal** will receive a refund of half of the fee for the services provided. If the tax returns are sent by **the Contractor** to the proper institutions and **the Principal** resigns within 7 days from the date of signing the contract, the fee incurred by **the Principal** will not be refunded.

**§ 10**

1. In matters not covered by this contract, the provisions of the Civil Code shall apply.
2. Any disputes that may arise under this contract will be settled by the court competent for the seat of **the Contractor**.
3. Any required change of this contract shall be made in writing under pain of nullity.

**§ 11**

The contract has been drawn up in two identical copies, one for each party.

**Principal**

**Contractor**

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**USD - American bank account**

**SWIFT/BIC: CMFGUS33**

**Routing number: 084009519**

**Account number: 960000000506405**

**Bank's name: TransferWise**

**Bank's address: 19 W 24th Street, New York NY 10010 USA**