

## INTRAX GLOBAL INTERNSHIPS PROGRAM TERMS AND CONDITIONS

Intrax, its agents, affiliates, assigns, officers, directors, staff, and representatives (collectively "Intrax") and the undersigned participant ("Participant"), understand and agree to the terms and conditions stated below relating to Participant's participation in the Intrax Global Internship program ("Program"), Participant's association with the company providing the internship ("Host Company") and the location of the Program ("Host Country").

### 1) Participant Requirements

- a. Meet visa requirements and labor regulations specific to Host Country
- b. At least eighteen (18) years old upon Program start date
- c. Language skills and/or specific experience may be required depending on internship position or visa requirement
- d. Demonstrate the necessary maturity and competency to train successfully at a Host Company and adapt to life in an international and professional setting

### 2) Start/End Dates and Deadlines

- a. Applications are accepted on a rolling basis; year round (blackout dates may apply)
- b. Specific duration and start/end dates are to be determined by Intrax and the Host Company

The following information applies to programs that include Internship Placement Services:

- a. Participant may postpone start date (prior to matching process) within a calendar year without penalty. Date changes made by Participant after the matching process has begun or after the calendar year are subject to a reinstatement fee.
- b. Participant will receive an invoice for an interview fee due at the same time as Participant receives an interview offer. Participant's interview fee is due before the first interview can be scheduled.
- c. Failure to meet payment or other deadlines may result in delayed start dates and/or inability to obtain necessary visas and participate on Program.

Required Participant Activity	Deadline
Online Application Submission	90 days prior to departure/desired start date (depending on location and visa requirements). If requiring a visa, Participant needs to allow an additional 30 days.
Revised Resume and Complete Profile Submission	80 days prior to departure/desired start date (depending on location and visa requirements). If requiring a visa, Participant needs to allow an additional 30 days.

### 3) Responsibility of Intrax

Intrax shall be responsible and agrees to perform the following pertaining to the J-1 visa service for internships and trainee programs in the United States:

- a. Issuance of DS-2019 forms in accordance with applicable J-1 program requirements
- b. Emergency medical & travel insurance that meets current J-1 program requirements as outlined by the Department of State **[IMPORTANT NOTE: FOR APPLICANTS APPLYING THROUGH OUR INTRAX OFFICE IN GERMANY ONLY - Insurance is not included for Participants from Germany/Austria/Switzerland who will be participating in programs in the United States. However, Intrax staff will review and confirm that any**

insurance plan obtained exclusive of the Intrax provided plan also meets all J-1 program requirements.]

- c. Student Exchange Visitor Information System (SEVIS) fee (\$220) paid by Intrax to the United States government
- d. Vetting your United States Host Companies to ensure their eligibility
- e. Assisting with visa related documents
- f. Pre-departure orientation
- g. On-program support, including 24-hour emergency support

**The following information applies to programs that include Internship Placement Services:**

- a. Upon acceptance into the Intrax Program, Intrax agrees to assist Participant through the required Host Company interview and match process.
- b. Participants are expected to be prepared to accept the position that is offered by Intrax and the Host Company. Every effort will be made to accommodate preferences and requests. However, specific host companies or positions cannot be guaranteed.
- c. Participant agrees to only request to interview with companies from which they would accept an internship offer in good faith.
- d. Participant may request an interview with one Host Company at a time. In the event Participant's Host Company interview is not successful or Participant declines the interview, Intrax may offer further Host Company interviews. Intrax determines in its sole judgement whether further interviews will be arranged.
- e. Confirmation of placement is defined as written affirmation to Intrax by a Host Company and Participant to participate in the Program (email is sufficient).
- f. There will be no Host Company replacements after a match has been made.

**4) Responsibility of Participant:**

**Participant shall be responsible and agrees to provide the following:**

- a. Transportation to/from Host Country and commuting costs
  - i. Participant's travel itinerary is to be provided to Intrax
  - ii. All expenses due to flight delays/cancellations, excess baggage charges, luggage handling, and other irregularities will be the responsibility of the Participant.
- b. Housing in the Host Country for the length of the Program
- c. Passports, visa fees, and all associated costs including shipping and expediting fees
  - i. It will be the responsibility of the Participant to acquire and submit all necessary documents to the appropriate consulate or government agency and to obtain the visa and/or work approval prior to the program start date.
  - ii. During the visa application process, passports may be required by the consulate. It is advised that Participants avoid international travel shortly before the program start date.
- d. Additional insurance not covered in Program Fee.
  - i. The insurance policy for Intrax Participants expires the day after the program end date listed on the Participant's DS-2019 form (or earlier if Participant is dismissed or withdraws early). It is the Participant's responsibility to secure additional coverage if he/she plans to remain in the United States during the 30-day grace period following the end of his/her Program. Participants must contact Intrax at least two weeks prior to the end of the Program to request insurance coverage for the duration of the grace period.
- e. Medical information
  - i. Participant is responsible for providing Intrax with any personal medical information regarding health and mental conditions that may affect his/her ability to participate on Program, including but not limited to pre-existing or prior conditions, allergies, and prescription medications.
  - ii. Participant is required to provide Intrax with the name and contact information of the person to

contact in the event of an emergency.

- f. Personal Responsibility
  - i. Participants are expected to behave in a professional and respectful manner throughout the duration of the Program and demonstrate open-mindedness, flexibility and a willingness to adapt. It is critical to maintain a positive attitude towards the internship, Host Company employers and co-workers, as well as the people of the host country, their culture and way of life.
  - ii. Participant needs to abide by the Host Company's working hours, complete assignments on time, and contact the supervisor in case of illness.
  - iii. While Intrax provides a pre-departure orientation and safety tips, the Participant is responsible for his/her own safety and will not hold Intrax or the Host Company liable for any injuries to person or property or any other losses as a result of participation in the Program. Upon termination of the Program (for any reason), Participant is legally responsible for his/her own care, safety and legal status as an alien in the Host Country.
  - iv. Participant will be financially responsible for himself/herself for the duration of the program. Proof of financial means may be required as a part of the visa process.
  - v. Participant is financially responsible for any medical expenses that are not covered by the insurance that Intrax provides. [Please note, this does not apply to Participants from Germany/Austria/Switzerland who will be travelling to the United States. However, Intrax staff will review and confirm that any insurance plan obtained exclusive of the Intrax provided plan also meets all J-1 program requirements.]
  - vi. Participant must communicate any questions or concerns to Intrax On Program Support while on Program without any delays.
  - vii. For Internship Placement Services, Participant agrees to use his/her best efforts by answering Intrax communications to ensure timely internship placement.
- g. Participant is responsible for any civil or criminal liability or for defense costs associated with Participant's defense against any legal claims brought against Participant, including but not limited to any and all attorneys' fees and costs associated with such defense.

## 5) Release

- a. Health Information
  - i. Participant authorizes Intrax and its representatives to seek medical attention on behalf of the Participant in the event of sickness, accident or other emergency during the Program. Participant agrees that he/she will provide Intrax with health information that relates to Participant's ability to comply with Program requirements, including but not limited to, Participant's ability to travel or to participate in the internship and trainee program. Participant may further be required to disclose to Intrax certain health information for purposes of facilitating eligibility and benefits under an emergency medical and travel or other insurance program.
  - ii. Participant is financially responsible for any medical treatment received which is not covered by the provided accident and sickness insurance.

## 6) Payment Policies

- a. Prices are subject to adjustment due to circumstances beyond the control of Intrax, including but not limited to lack of participation and currency exchange rate fluctuations.
- b. An application fee may be due in order to begin the application process. Your regional Intrax office will advise accordingly.
- c. Program fees are due according to the following schedule:

### J1 Visa Service:

Balance of Program Fee	Balance due with seven (7) calendar days of invoice*
Extension Payment	Due once the extension has been confirmed by the Host Company

**Internship Placement Services:**

Interview/Application Fee	Business Internship: Due before Host Company Interview Due within seven (7) calendar days of acceptance to program
Final Payment	Due within seven (7) calendar days of confirmed Host Company match*
Extension Payment	Due once the extension has been confirmed by the Host Company

\* Application Fee (if applicable), United States Host company site visit fee (if applicable), and SEVIS fee are non-refundable

- d. Non-responsive Participants will be subject to cancellation and a reinstatement fees if they do not start on Program within the calendar year.
- e. Participant agrees to pay any bank wiring fees.

**7) Dismissal**

- a. Intrax reserves the right to dismiss from the Program any Participant whose attitude, health, mental condition, or physical infirmity negatively affects their performance in their internship, whose conduct is discourteous to others or incompatible with the best interests of the Host Company and/or Intrax. This decision will be based on the sole discretion of Intrax.
  - i. If Participant is dismissed for any reason, Participant is not entitled to replacement.
  - ii. If Participant is dismissed or withdraws early, he/she will no longer be covered on any insurance that Intrax has provided.
- b. Reasons for dismissal include but are not limited to:
  - i. Not abiding by all laws of the Host Country, as well as all rules and regulations of the visa scheme, when applicable, and rules issued by Intrax, the Host Company and their representatives.
  - ii. Not abiding by the agreed upon work schedule.
  - iii. Misrepresentation of abilities and/or work experience.
  - iv. Abusive use of alcohol or buying, selling, or using drugs at any time.
  - v. Not abiding by dress and cultural codes of the Host Company and host country.
  - vi. Participant has not fulfilled all Program requirements (including but not limited to: payment in full of the Program Fee and/or extension fees; submission of all signed forms and documents; successful completion of necessary visa requirements).
- c. The Host Company, Intrax or the foreign government may prematurely terminate the internship due to circumstances beyond their control (including but not limited to: natural disasters, contagious diseases or

viruses, civil unrest, acts of terrorism).

## 8) Refunds

- a. Neither the Host Company nor Intrax bears any liability for any losses or claims incurred by a Participant in connection with dismissal, early withdrawal or the Host Company or Intrax's termination of the Program.
- b. Participant will not be eligible for a refund if:
  - i. Participant withdraws from the Program after the start of the Program for any reason, or
  - ii. Participant is dismissed for any reason, or
  - iii. Intrax per its sole discretion dismisses Participant for not having fulfilled all Program requirements (including but not limited to: payment in full of the Program Fees; submission of all signed forms and documents; successful completion of necessary visa requirements).
- c. Application fee (if applicable), U.S. Host company site visit fee (if applicable), and SEVIS fee are non-refundable.
- d. If a Participant withdraws from the Program for any reason after confirmation of a match with an internship with a Host Company, Intrax will retain the percentage of Program Fees according to the schedule below:
  - i. Up to 30 days prior to start date—50% of Program Fees.
  - ii. Less than 30 days prior to start date—75% of Program Fees.
  - iii. No refund for cancellation/program dismissal after program start.
- e. In case of visa denial, Participant will be eligible for a refund of the program and insurance fees.
- f. In all cases, Intrax must be informed prior to the J-1 program start date and return the form (if already issued) DS-2019 to Intrax in order to be eligible for a refund.

## 9) Confidentiality

Participant agrees not to disclose, under any circumstances whatsoever, any confidential information gained as a result of working with the Host Company. Thus, no reports, communications or publications of any kind or nature shall be disseminated without the prior agreement of the Host Company. The Host Company may have further policies and procedures for maintaining the confidentiality of its information and Participant agrees to comply with such requirements.

## 10) Indemnification

The Participant and the Participant's heirs, successors and assigns agree to defend, indemnify and hold harmless Intrax, its past and present trustees, officers, employees, agents, and their heirs, successors and assigns, from any and all losses, costs, damages, liabilities or expenses (including reasonable attorneys' fees), resulting or arising from his/her participation in the Program.

## 11) Waiver, Amendment, or Modification

No term or condition hereof will be considered waived by Intrax, and no breach excused by Intrax, unless such waiver or consent is in writing signed by Intrax. The waiver or consent by Intrax to a breach of any provision of this Agreement by Participant shall not operate or be construed as a waiver of, consent to, or excuse of any other or subsequent breach by Participant.

This Agreement may be amended or modified only by mutual agreement of authorized representatives of the parties in writing. Intrax, a California corporation, represents and is the agent for certain carefully selected carriers, wholesalers and service companies, all of which are principals and/or independent contractors. Intrax is not responsible for any negligent act or omission by any of these organizations, such as ship or flight delay, cancellations or prevention of the performance of any obligation or its part to be performed including, but not limited to, any product sold by Intrax resulting from seizures under local process, sanctions, quarantine restrictions, acts of

governmental authority, strikes, work stoppages or labor disputes (whether resulting from disputes between carriers and employees, or between other parties), war or hazards incident to a state of war, fire, acts of nature including, without limitation, floods, earthquakes or weather conditions, mechanical difficulties, riots or civil commotions, or any other acts, matters of things, whether or not of a similar nature, beyond control of Intrax or its representative carriers, wholesalers and service companies.

## **12) Dispute Resolution, Choice of Law and Forum**

Any dispute or claim arising out of this Agreement shall be governed by the laws of the State of California, U.S.A., including without limitation, this Agreement's validity, construction, breach, performance, and interpretation, without regard to principles of conflict of law.

**Resolution of Disputes Through Arbitration:** The parties to the Agreement acknowledge and agree that any dispute or claim arising out of this Agreement, including but not limited to any resulting or related transaction or the relationship of the parties, shall be decided by neutral, exclusive, binding, private, and confidential arbitration in San Francisco, CA, U.S.A., where INTRAX is headquartered. The arbitrator may grant any remedy or relief that the arbitrator deems just and equitable, including any remedy or relief that would have been available to the parties had the matter been heard in court. The arbitration shall be administered by a neutral arbitrator provided by JAMS or by a neutral arbitrator provided by any other mutually agreed upon arbitration service provider. The arbitrator shall be selected with the participation of both parties in the selection process. The parties shall equally pay the reasonable costs and arbitrator's fees and expenses in connection with resolution of the dispute in the arbitration forum. The arbitration shall be conducted pursuant to JAMS Comprehensive Arbitration Rules and Procedures (available at [www.jamsadr.com/rules-comprehensive-arbitration/](http://www.jamsadr.com/rules-comprehensive-arbitration/)) or, alternatively, any other mutually agreed upon set of rules. Notwithstanding the foregoing, the parties may utilize subpoenas and have discovery as provided in the applicable arbitration rules and California Code of Civil Procedure Sections 1282.5, 1283 and 1283.05. Either party may appear telephonically at the arbitration. The decision of the arbitrator shall be a written opinion that explains the rationale for the decision. The decision shall be final and binding and may be enforced in any court of competent jurisdiction. Any demand for arbitration shall be in writing and must be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for arbitration be made after the date that institution of legal or equitable proceedings based upon such claim, dispute or other matter would be barred by the applicable statute of limitations. **BY AGREEING TO RESOLVE ANY CLAIMS OR DISPUTES THROUGH ARBITRATION, AS DESCRIBED ABOVE, THE PARTIES KNOWINGLY WAIVE THEIR RIGHT TO A JURY TRIAL OR TO OTHERWISE RESOLVE THEIR DISPUTES THROUGH THE COURTS**

## **13) Severability**

If any provision of these terms and conditions is held to be invalid, illegal or unenforceable for any reason, such provision or application shall not impair the other provisions or applications of the terms and conditions which can otherwise be given effect. The remainder of a provision declared as invalid, illegal or unenforceable and the remainder of the entire agreement shall be severable and remain in effect.

## **14) Headings not controlling**

Headings in the document are used only for ease of reference and are not controlling.

**Addendum - Intrax J-1 Visa Intern and Trainee Program Terms and Conditions for Internships and Trainee Programs in the United States**

Intrax, as a United States Department of State designated Exchange Visitor Program, abides by all United States Department of State regulations in the Code of Federal Regulations governing the Exchange Visitor program ([22 CFR Part 62](#)) and is the legal sponsor of each Trainee/Intern during their program.

- a. Intrax is my J-1 visa sponsor while I am in the United States on the Program. I understand that, pursuant to applicable regulations, a Participant who engages in unauthorized employment is in violation of Participant's program status and is subject to termination as a participant in the Program. I further understand and agree that I will comply with participation requirements set forth in the participant handbook, including but not limited to, seeking to change my Host Company. A change of Host Company may be granted by Intrax at Intrax's sole discretion and only with advanced written approval. I understand that if I desire to terminate my participation in the Program and return to my country of residence, I will notify Intrax and comply with Program regulations and requirements to complete the exit process.
- b. I certify, within my knowledge, that I meet following program requirements to apply for the J-1 intern/trainee program.
  - i. J-1 Intern: I am currently enrolled full-time and actively pursuing a degree or certificate in a ministerially-recognized degree or certificate-granting post-secondary academic institution\* outside of the United States for at least two semesters OR am a recent graduate (within 12 months of program start date) from such an institution.
  - ii. J-1 Trainee: I am a graduate of a ministerially-recognized degree or certificate-granting post-secondary academic institution\* outside of the United States with at least one year of prior related work experience in my occupational field outside of the United States OR have five years of work experience in my occupational field outside of the United States.

\*The academic institution is defined as any publicly or privately operated post-secondary institution that offers primarily academic programs. An institution that offers primarily vocational or technical programs is not an academic institution. Participants' education and work experience must match the internship and training field.

- c. The intent of the J-1 Exchange Visitor Visa Program is cultural exchange which also allows me to enhance my skills and improve my knowledge of American business methods that will be useful to me when I return home. I will not seek any changes in visa status during my J-1 visa program sponsored by Intrax. I will leave the United States upon completion of my program.
- d. I agree to provide Intrax with my arrival date as well as an established United States address, phone number, and valid email address within seven (7) days of my arrival. During my stay in the United States, I will notify Intrax of any changes in my address within seven (7) days of the change. United States Government regulations stipulate that failure to do so will result in the automatic cancellation of my J-1 visa.
- e. I understand that my SEVIS record will be canceled automatically if I do not check-in or update program dates with Intrax within 30 days of my program start dates. Failure to inform Intrax of arrival or the program dates change may lead to program dismissal for early departure or reinstatement process for additional fee. I understand I will not be able to apply for a Social Security Number until my SEVIS record is reactivated.
- f. I understand that the maximum duration for an internship program is twelve (12) months and for training is eighteen (18) months (excluding Hospitality and Tourism trainings, which are limited to twelve (12) months). I realize that I will have a thirty (30) day grace period beyond the date printed on my DS-2019 form to travel within the United States and close any outstanding affairs. I understand that I am not allowed to continue my training at the hosting organization during the grace period. After the thirty (30) day grace period, I will leave the United States. I understand that overstaying my visa or violating the terms of my visa can result in notification to the Department of State and the USCIS, federal fines, and disbarment from re-entry to the United States.

- g. I understand that my visa is tied to active participation in an internship or training program and that if for any reason I should go more than thirty (30) consecutive days without participating in an internship or training program, Intrax will end my J-1 status.
- h. While in the United States, I must obey all federal, state, and local laws. Failure to do so will result in my immediate dismissal from the Intrax program. Intrax is not responsible for any civil or criminal liability I may incur or for defending myself in any way in connection with any legal claims made against me.
- i. If I am dismissed from the Intrax Program for any reason, I will be out of status with my J-1 visa and will no longer have medical insurance provided by Intrax. Once I am out of status, I must leave the United States within thirty (30) days or face further penalties. I understand that should I not leave the United States within the required thirty (30) days, this may result in dismissal notification to the United States Department of State and the USCIS, an early return to my home country at my expense, federal fines, and possible disbarment from re-entry to the United States.
- j. The Host Company may terminate the training at any time, without prior notification, with or without cause. Intrax is not responsible for and cannot control decisions made by the Host Company.
- k. I am responsible for bringing enough money to the United States to cover the cost of my food, housing and other personal expenses for at least one month. Intrax suggests a minimum of \$1,500.00 USD or other appropriate amount to cover minimum living expenses at my destination due to possible delays with Social Security and travel from the airport to the employer, advance payment for accommodations needed upon arrival, and other initial investments. Intrax is not responsible for such expenses or for any period of time during which I am not being paid by the Host Company.
- l. I am responsible for making my own travel and housing arrangements. Prior to departure from my home country and at least two (2) weeks prior to my arrival in the United States, I must provide my travel and housing plans to Intrax's local partner in my home country. Intrax may assist Participants by providing resources to secure housing and transportation, however Intrax is not responsible for making or assisting in travel or housing arrangements.
- m. I understand I am responsible for my accompanying dependents who will travel under the J-2 Visa status (spouse and children under 21) and will report their email addresses, contact information, and arrival/departure dates from the United States.
- n. I understand that Intrax provides all refunds directly to the invoiced party based on the Refund policy. I agree that I will contact the party remitting payment to Intrax if I did not pay Intrax directly.

_____	_____	_____	_____
Participant's Name	Email	Signature	Date Signed