



Participant Contract & Terms and Conditions with Ayusa-Intrax GmbH

as a partner with and on behalf of Intrax Inc.
for the Hospitality Internships and Trainings Program

1. Ayusa-Intrax GmbH, located at Giesebrechtstr. 10, 10629 Berlin, Germany, places participant with the Hospitality Internships and Trainings Program (“Program”), offered by Intrax Inc. in the USA (600 California Street, Floor 10, San Francisco, CA 94108). Intrax Inc. is the sponsor organization for the J1 Visa for this Program and issues the DS-2019.
2. **Conclusion of Contract with Ayusa-Intrax GmbH**
 - a) Acceptance of application is based on the program requirements as detailed on the program website; on required documents which the participants uploads after registering on MyIntrax Portal (https://intraxinc.secure.force.com/intraxappengine/AppEngine_SiteRegister?uln=IGIG&); and upon a phone interview with an Ayusa-Intrax representative.
 - b) The contract becomes binding with the invoice following the phone interview with Ayusa-Intrax GmbH.
 - c) If the U.S. host company requests Ayusa-Intrax GmbH to invoice the U.S. Host Company instead, the participant remains the contracting party and remains responsible for the payment.
 - d) The contractual relationship between the participant and Ayusa-Intrax GmbH shall be governed exclusively by German law. The court of Ayusa-Intrax GmbH is located in Berlin.
3. **Terms & Conditions of the J1 Sponsor Intrax Inc.**

A detailed account of the terms & conditions, responsibilities, benefits and program restrictions is set out in the contract „Intrax Global Internships Program Terms and Conditions“ of Intrax Inc., 600 California Street, 10th Floor, San Francisco, CA 94108, USA. You can read them on our program website and you will later be required to sign them via DocuSign online in your MyIntrax profile.
4. **Program Benefits**
 - a. **Ayusa-Intrax GmbH** shall be responsible and agrees to perform the following:
 - Check compliance with Department of State J1 visa regulations as pertaining to requirements for interns/trainees, the host company and the internship/training position. (Participant is responsible for entry requirements)
 - Support the participant and host company when completing the *DS-7002 Internship Training Placement Plan* form
 - Assisting with visa related documents
 - Consulting and program preparation by Ayusa-Intrax GmbH in Berlin
 - Contact person for the duration of the program
 - Certificate upon successful completion of the program
 - b. **Intrax Inc.** shall be responsible and agrees to perform the following:
 - Upon admission to the program, Intrax Inc. is looking for a suitable U.S. company offering an internship/training in the field of hospitality.
 - Generally: Hospitality Placements are usually paid internships or trainings. Hourly wage is part of the position description. The workload consists of a minimum of 32 hours/per week. Special requests regarding the specific location will be considered but not guaranteed.
 - i. Participant agrees to only request interview with companies that they in good faith will accept an internship offer if made after the interview.
 - ii. Participant may request an interview with one host company at a time. In the event participant’s host company interview was not successful or participant declined the interview, Intrax attempts to offer further host company interviews. Intrax determines in its sole judgement whether further interviews can be arranged.



- iii. Confirmation of placement is defined as written affirmation by a host company and by participant to Intrax (email is sufficient).
- iv. There will be no Host Company replacements after a match has been made.

- Validation Call with the participant’s U.S. supervisor
- Vetting the U.S. host company to ensure eligibility
- Issuance of DS-2019 form
- Travel Health insurance complying with J1 visa regulations
- Student Exchange Visitor Information System (SEVIS) fee (\$220) paid by Intrax to the U.S. government
- Online Pre-Departure Orientation
- On-program support including 24-hour emergency phone

Not included in the program fees:

- c. Visa application fee (currently \$160. The visa fee must be paid directly to the US Embassy in your home country)
- d. Flight, Transportation Costs, Accommodation, Living Expenses

Disclaimer of liability:

Ayusa-Intrax GmbH shall be liable to the participant for damages that are not physical damages only to the maximum amount of three times the program fee, as long as the damage to the participant was neither intentional nor the result of gross negligence or the Ayusa Intax GmbH is responsible for a damage to the participant solely because of a fault of a service provider. If, for services provided by a service provider, international conventions or legal provisions based on such provisions, under which a claim for damages can only arise or be asserted under certain conditions or restrictions or is excluded under certain conditions, the Ayusa Intrax GmbH may also invoke these conventions or provisions with respect to the participant.

5. Internship/Training Contract

The participant signs an internship/training contract (DS-7002 Internship Training Placement Plan) with the local host company. With regard to the internship/training, the host company is the contractual partner for the participant. The DS-7002 is subject to local laws. The Participant must comply with the local laws as well as with the rules and regulations of the respective program or host company.

Complaints during the program must be communicated directly and without delay to Intrax Inc. in the USA and Ayusa-Intrax GmbH.

6. Payment of Program fees

The program fees are listed on the program website.

1. Application Fee = 330 € / \$350
Payable within seven days of invoice.
2. Remaining Program Fees will be invoiced upon confirmation of placement. They are payable within seven days.

7. Refund Policy

In the event of a withdrawal from the program, reimbursement of program fees will be as follows:

Cancelation before Placement	➤ Ayusa-Intrax retains the Application Fee
Cancelation after Placement, up to 30 days before program start	➤ Cancelation Fee: 50% of program fee

<p>Cancelation after Placement, less than 30 days before program: 75% of program fee</p>	<p>➤ Cancelation Fee: 75% of program fee</p>
<p>Cancelation in case of visa denial</p>	<p>➤ Cancelation Fee: 800 € / \$890</p>
<p>Cancelation after program start date</p>	<p>➤ No refund</p>

In general:

- Refund only after written or oral resignation (in English) with indication of the reason
- The application fee and the DS-Reprint fee, if needed, are non-refundable
- The DS-2019 must be sent back to Ayusa-Intrax GmbH
- Incorrect or misleading information about the trainee may lead to immediate exclusion from the program. In this case, no program costs will be reimbursed.

8. Data Protection and Consent to Data Collection, Processing, and Use

- (1) In order to be able to successfully place participants in the internship program, to issue the DS-2019 preliminary visa document, and to fulfil the services described in § 4 of the participation contract, Ayusa-Intrax must collect and process a variety of personal data. Detailed information on the purposes and scope of the data collection, processing, and use can be found in the “Information Sheet for Participants in the Internship Program Collection and Processing of Personal Data by Ayusa-Intrax” on the program website. The Intern is aware that this is a part of the contract and is only printed out separately for the purpose of clarity.
- (2) For the purpose of conducting the application procedure, for issuance of the DS-2019 preliminary visa document for the USA, and for placement in a suitable company locally, Ayusa-Intrax must pose questions to the Intern regarding his or her health that are answered through self-disclosure. This includes, for example, information on general health status and pre-existing conditions.

The data will be transmitted to partner organisations to the extent necessary for placement in a suitable company locally, for issuance of the DS-2019 preliminary visa document for the USA, and for the support of the Intern in the host country. In individual cases participation in the program may not be possible due to health restrictions. Upon signing this contract the Intern agrees to the collection, processing, and use of this special category of personal data.

- (3) To aid the search for an internship program in a company in the host country, in addition to your CV, information from the registration form will be transmitted to the local partner organisation. This includes first name, surname, address, age, country of origin, nationality, contact details, and a brief description of the Intern based on a telephone interview. Companies with internship programs only receive CVs without surnames or contact data. The Intern agrees to the transmission of this information by signing this contract. This does not relate to the J-1 visa service for internships found independently.
- (4) The submission of the following declaration of consent is voluntary and consent given can be withdrawn at any time. Without this consent, however, participation in the application procedure and in the internship program by placement in the internship program of a company through Ayusa-Intrax is generally not possible.



CONSENT TO DATA COLLECTION, PROCESSING, AND USE

Upon signing this contract I agree that information about my health (e.g., pre-existing conditions) will be collected, processed, and used by Ayusa-Intrax GmbH during the application process and will be transmitted to the partner organisation in each host country to the extent specifically necessary for participation in the internship program, for issuance of the DS-2019 preliminary visa document, and for the search for and placement in an internship program with a company in accordance with the "Information Sheet for Participants in the Internship Program: Collection and Processing of Personal Data by Ayusa-Intrax" on the program website.

Upon signing this contract, I further agree that the local partner organisation, pursuant to the accompanying "Information Sheet for Participants in the Internship Program: Collection and Processing of Personal Data by Ayusa-Intrax" will forward some information from my application to internship programs within companies. This does not relate to the J-1 visa service for internships found independently.

Date / Print Name _____

Signature _____

If you have any questions regarding the content of this contract, please contact us for advice: info@intraxinternships.com, +49 30 84 39 39 94.

I have read the terms and conditions of the contract and the refund policy in full and carefully, and I have been given the opportunity to ask questions on the conditions.

I have read the "Intrax Global Internships Program Terms and Conditions" and the "Addendum - Intrax J-1 Visa Intern and Trainee Program Terms and Conditions for Internships and Trainee Programs in the United States" on the program website. I will sign them online via DocuSign upon receipt of the invoice for the program fees. I have understood everything and accept all conditions of participation.

Date: _____

Name (Print): _____

Signature: _____

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