



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 (“Ayusa-Intrax”), located at Giesebrechtstr. 10, 10629 Berlin, Germany, places participant with the Hospitality Internships and Trainings Program (“Program”), offered by International Training and Exchange, Inc. dba Intrax in the USA (455 Market Street, Suite 1700, San Francisco, CA 94105). Intrax is the sponsor organization for the J1 Visa for this Program and issues the DS-2019.
2. **Conclusion of Contract with Ayusa-Intrax**
 - 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?uIn=IGIG&); and upon a video interview with an Ayusa-Intrax representative.
 - b) The contract becomes binding with the invoice following the video interview with Ayusa-Intrax.
 - c) If the U.S. host company requests Ayusa-Intrax 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 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., 455 Market Street, Suite 1700, San Francisco, CA 94105, 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**
 - **Ayusa-Intrax** shall be responsible and agrees to perform the following:
 - Checking 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)
 - 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
 - **Intrax** shall be responsible and agrees to perform the following:
 - Upon admission to the program, Intrax. is looking for a suitable U.S. company offering an internship/training in the field of hospitality.
 - Intrax supports the host company when completing the *DS-7002 Internship Training Placement Plan* form
 - 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 from which they would, in good faith, 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:

- Visa application fee (currently \$185. The visa fee must be paid directly to the US Embassy in your home country)
- Flight, Transportation Costs, Accommodation, Living Expenses
- Re-issue of DS-2019 due to errors or date changes: \$/€ 90

Disclaimer of liability:

Ayusa-Intrax GmbH shall be liable to the participant for damages that are not physical injuries only up to a maximum amount of three times the program fee, provided that the damage was neither caused intentionally nor as a result of gross negligence, or if Ayusa-Intrax GmbH is responsible for damage to the participant solely due to the fault of a service provider. If, for services rendered by a service provider, international conventions or legal provisions based on such conventions apply—under which claims for damages may arise or be asserted only under certain conditions, restrictions, or may be excluded—Ayusa-Intrax GmbH may also invoke these conventions or provisions in relation to the participant.

Force Majeure

Ayusa-Intrax GmbH cannot be held liable without limitation if it fails to fulfill any of its obligations to the participant, provided that such failure is caused by/results from/and is not limited to a case of force majeure: natural disasters, acts of war or unrest, riots or revolts, strikes or other union activities, criminal or terrorist activities or threats thereof, or other causes beyond the control of Ayusa-Intrax GmbH. In such cases, the cancellation fees shall correspond to the same amount as the cancellation fees applicable in the event of a visa denial.

Visa Processing and Government Regulations

Participants should be aware that laws, regulations, and procedures governing the processing of visa applications—particularly those issued by U.S. authorities (such as the Department of State, immigration authorities, or embassies)—are subject to change. These changes may include, but are not limited to, modifications to eligibility criteria, extended processing times, temporary suspensions of certain visa categories, or new documentation requirements.

As such, any changes, restrictions, suspensions, denials, or cancellations of applications resulting from official decisions are entirely beyond the control of Ayusa-Intrax GmbH. For example, sudden changes in U.S. immigration policy, temporary consulate closures, or new government directives imposing additional criteria may result in an application being delayed or rejected.

If a visa application is cancelled, rejected, or delayed due to circumstances beyond our control, Ayusa-Intrax GmbH cannot be held responsible. In such cases, the cancellation fees shall correspond to the same amount as those applicable in the event of a visa denial.

Participants are responsible for compliance with visa and entry requirements. Participants are responsible for informing themselves about the effect of a visa denial.

Flight Booking

Booking a flight prior to receiving your J-1 visa is at your own risk. Ayusa-Intrax GmbH has no influence over, and cannot guarantee, individual waiting times for consulate interviews, visa issuance, or any other potential delays not related to our process.

5. Internship/Training Contract

The participant signs an internship/training contract (DS-7002 Internship Training Placement Plan) with the local host company. Regarding 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.

This is a cultural exchange program that gives participants the opportunity to learn American business methods and culture. No overtime is guaranteed as this is not consistent with the purpose of the program. Intrax will not accept rejections of internship offers or host company changes based on no overtime offered by a company.

Participants must comply with local laws as well as the rules and regulations of the local program or host company. Any problems while you are in the USA must be communicated directly to Intrax USA at intsupport@intraxinc.com / 1-888-224-0450

6. Payment of Program fees

Months*	Application Fee	Remaining Program Fee
6	\$/€ 500	\$/€ 1990
7	\$/€ 500	\$/€ 2090
8	\$/€ 500	\$/€ 2190
9	\$/€ 500	\$/€ 2290
10	\$/€ 500	\$/€ 2390
11	\$/€ 500	\$/€ 2490
12	\$/€ 500	\$/€ 2590

*Placements in hospitality are usually for 12 months. Applications for less than 12 months would only be accepted on a case-by-case basis.

1. Application Fee = 500 € / \$500
Payable within seven days of invoice.
2. Remaining Program Fees will be invoiced upon confirmation of placement.

7. Refund Policy

Intrax reserves the right to cancel applications at any point if a participant fails to meet the required standards of conduct. In such cases, the refund schedule applies. Participants are expected to maintain a professional and respectful demeanor throughout the application process.

In the event of cancellation by participant, Intrax or host company, the program costs will be reimbursed as follows:

Cancellation after application and before issue of DS-2019	➤ Ayusa-Intrax retains the Application Fee
Cancellation any time after issue of DS-2019	➤ No refund
Cancellation in case of visa denial	➤ Cancellation Fee: 900 € / \$900

In general:

- Refund only after written resignation (in English) with indication of the reason
- The application fee and the DS-Reissue fee, if needed, are non-refundable
- 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” as part of this contract.

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@intraxeurope.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: _____

Ayusa-Intrax GmbH, Giesebrechtstr. 10, 10629 Berlin, Germany
+49 - 30 - 84 39 39 94 | info@intraxeurope.com | www.intraxeurope.com |
Registration Number HR B 65283, District Court Berlin-Charlottenburg | VAT ID: DE 189128751
Managing Directors: Martin Vogt

Information Sheet for Participants in the Internship Program: Collection and Processing of Personal

In order to be able to successfully place participants in the internship program (hereinafter: program participants), e. g. to be able to issue the DS-2019 preliminary visa document for the USA, and to fulfil the participation agreement, we, Ayusa-Intrax GmbH (hereinafter: Ayusa-Intrax), must collect and process personal data from our program participants. In this Information Sheet we would like to inform you of the purposes and scope of the data processing.

1. Contact for Data Protection Questions

Program participants can at any time direct questions regarding this information sheet or the data processing by Ayusa-Intrax to us at info@intraxeurope.com or to our external data protection officer at dsb-intrax@datenschutz-maximum.de.

2. Collection and Processing of Data from Internship program participants

Purpose of data collection

The main purpose for the data collection and processing by Ayusa-Intrax is the fulfilment of the participation contract. Specifically, we or our foreign partner organisation collects personal data from program participants for the following purposes: the implementation of the application procedure, the placement in an internship company in the respective host country, the organisation of the trip to the host country, where necessary to issue the visa documents, the support of interns on site as well as for emergencies.

Scope of data collection

We collect the necessary data in the application documents, which are mainly in English. Depending on the host country selected, the application documents are made available to the intern either as an online form or by e-mail and/or the applicant sets up a personal and password protected online access to the application documents himself. The application documents include information such as names, birth dates, contact details, country of origin, nationality, program preferences, interests, health status, and a brief description of the internship program participant based on a telephone interview. Depending on the host country, the CV, enrolment certificate, and letter of motivation will be forwarded to the local partner organisation if this is necessary for the fulfilment of the participation contract. Internship companies only receive a curriculum vitae without surnames and contact details.

3. Collection and processing of specific types of personal data

In order to be able to arrange an internship company or to issue the DS-2019 Visa Preliminary Document for the USA, Ayusa-Intrax interns must also ask questions about their health. These include general health information, allergies and medical conditions collected through self-disclosure. If the trainee provides such information in the application process, interview, or application documents, we also process data on ethnic origin and sexual orientation.

This data is transferred to the partner organisation in the host country if this is necessary for participation in the programme and, in particular, for placement in a suitable local company and the support of interns in Germany and in the host country.

Since Ayusa-Intrax may not process such special types of personal data without the consent of the persons concerned, we obtain the consent of the trainee in the application process and with the participation contract.

4. Recipients of data

The recipients of the data are the partner organisations of Ayusa-Intrax in the host country, volunteers of Ayusa-Intrax as well as the partner organisations, internship companies and potential internship companies, visa offices and, if applicable, state authorities of the host country.

The data will only be processed for the specific purpose and to the extent necessary. A recipient only receives the data he or she needs to fulfil his or her specific task.



5. Responsible party(ies) for data processing

The entity responsible for the collection and processing of the data is Ayusa-Intrax GmbH, Giesebrechtstr. 10, 10629 Berlin. To the extent data is transmitted to other entities (e.g., partner organisations, government authorities) they are also responsible entities.

6. Retention Periods for Data

Ayusa-Intrax only retains data concerning the program participant for as long as necessary for organisational reasons and as permissible under data protection law. Personal data and contract documents of the program participant are retained based upon statutory retention periods for up to 10 years after the regular conclusion of the internship program.

7. Right to Information and Right of Objection

Upon request, our participants will receive from us, at any time and without giving reasons and free of charge, information about their data stored and processed by us and may receive it in a machine-readable format for the purpose of data transferability. You can also have your data corrected or completed at any time. You may also request the deletion or limited processing of your personal data. It should be noted, however, that there are legal storage obligations, e.g. for paid contracts such as the booking of internship programs, and that we may therefore not delete the data completely in every case. In this case, we will arrange for the processing of the data to be restricted. Internship participants may also revoke their consent to the collection and use of data in whole or in part at any time without giving reasons.

Processing of data for advertising purposes and right of objection

We also use participant data to recruit volunteers, for returnee work, or to a limited extent to provide information about other program options with Ayusa-Intrax. However, Ayusa-Intrax will never share personal information about internship participants with third parties for promotional purposes. Of course, Ayusa-Intrax may object to the use of data for advertising purposes at any time by sending an e-mail to info@intraxeurope.com.

Detailed information on data protection at Ayusa-Intrax and the rights of data subjects can be found in the data protection guidelines on our website: <https://www.intraxeurope.com/privacy-policy>. Of course, we are available to our participants at any time for further questions regarding our information on data protection and the processing of their personal data.

Ayusa-Intrax GmbH, Giesebrechtstr. 10, 10629 Berlin, Germany
+49 - 30 - 84 39 39 94 | info@intraxeurope.com | www.intraxeurope.com |
Registration Number HR B 65283, District Court Berlin-Charlottenburg | VAT ID: DE 189128751
Managing Directors: Martin Vogt