

## 2014 Terms and Conditions

Absolute Internship Co Ltd (AI), a Hong Kong Limited, 9/F Amtel Building, 148 Des Voeux Road, Central, Hong Kong, and you, the applicant, hereby agree as follows:

**1. Application to Program.** You hereby apply for acceptance into one of AI's 2014 Program ("Program"). You understand that the Program enables you to volunteer to perform unpaid work for a sponsoring company ("Sponsor"); pursuant to a separate arrangement between AI and Sponsor, and that you will not be paid for such work by AI or by Sponsor. By paying the Initial Deposit, you agree to be bound by the following Terms and Conditions.

- a. The content and information displayed on the website of AI is believed to be correct. AI is not liable for the information on the website and you shall not hold AI responsible for any misinformation.
- b. AI reserves the right to substitute our suppliers and modify the program at anytime without informing you, but endeavor to keep the Program with a similar format at all times.

**2. Relationship of You, AI, and Sponsor.** When you are accepted in the Program, you are an unpaid volunteer for AI, and the rights and obligations between you and AI are expressly limited to the terms and conditions of this Agreement except for any further requirements made by AI in connection with your participation in the Program. Sponsor is providing the opportunity for you to gain valuable experience as an intern working for Sponsor. Notwithstanding the foregoing, neither Sponsor nor AI has any obligations to you under the Program except as specifically set forth herein, and you will not be an employee or independent contractor of Sponsor or of AI while in the Program.

- a. It is your responsibility to be aware of any national holidays or events in the host country you will be undertaking your unpaid internship including but not limited to company holidays. Mainly companies operate Monday to Friday between 9 AM to 6 PM as a policy, and you understand that AI is not held responsible for any additional working load that you will be provided, whether that is of low density or of high density.
- b. In cases where the Sponsor requires it, You agree to sign a Non-Disclosure Agreement. Regardless of whether or not the Sponsor demands a written Non-Disclosure Agreement, You agree to respect confidential Intellectual Property and any other confidential information by the Sponsor.

**3. Your Work Commitment.** Once accepted, you agree to attend and participate in the Program for the entire length of the Program. You will work for Sponsor based on a schedule as requested by Sponsor and, if applicable, any visa requirements. You may not ask Sponsor for time off without AI's prior written consent, and you may be released from your full work commitment under the Program only with AI's prior written consent. In the event that you quit the Program or you are prevented from further participating by either Sponsor or AI for any reason, you will not be entitled to any refunds. To accept an internship position with a Sponsor, you must agree to the terms herein.

- a. AI nor the Sponsor is not liable for your safety during the Program abroad.
  - b. Should you experience any issues during the Program, you are encouraged to contact AI in writing via email or letter and inform us with a clear explanation about the issue. In such event, AI will strive to assist you with the matter.
- You understand that AI is not liable or responsible for any conversations said by us or on our behalf unless it is in a written form.

- c. If you decide to remain in the host country where your Program takes place, it is your responsibility to ensure that you have the correct visa.
- d. AI takes no responsibility for the actions of any third party behaviour including but not limited to accommodation suppliers, employees of the accommodation suppliers and Sponsor.
- e. AI takes no responsibility for accidents at third party locations including but not limited to the worksite of the Sponsor, damages at the worksite of the Sponsor, and the allocated accommodation.
- f. AI reserves the right to charge you for missing items, damaged items or for any additional cleaning that is required at the accommodation. The Participant agrees to pay this in full 14 days after the Program ends.
- g. AI is not responsible for the workload that you will be provided by the Sponsor, whether that is of high volume or low volume. In such events, you should discuss with AI and we will endeavor to resolve the matter accordingly.

#### **4. Payment and Refund Policies.**

- a. Your Initial Deposit ("Initial Deposit") is US\$500, AU\$500, £350 or €400. The Initial Deposit is for the sole purpose of reserving your position in the Program and covering certain related administrative expenses. The Initial Deposit is non-refundable unless the Program has been cancelled by AI without the consent of the Participant or a refund is decided upon our discretion.
- b. If you withdraw from the Program for any reason after 60 days prior the Program start date, you are entitled to receive a refund of 50% of the Program fee not including the Initial Deposit which shall be forfeited. If you withdraw from the Program for any reasons 30 days prior to the program, you are not entitled to any refund. All requests for refunds must be received by AI in writing with proof of receipt within 30 days of your withdrawal and no later than 60 days prior to the Program start date. Failure to notify us of your refund request within 30 days of your withdrawal will result in your forfeiture of any refunds. All refunds are subject to this Section 4 without exception. Supplemental documentation may be required. In the event your participation in a Program is delayed due to obtaining a visa, late enrollment, or any other reason not entirely within AI's control, you will not be entitled to a refund or reduction in the program fees. Except for any personal injury claims primarily caused by AI, AI is not liable to you for any claims at any time for any amount in excess of the fees you have paid to AI.
- c. All payments must be paid by the due dates specified under the payment plan upon enrollment. If a payment is delinquent for 5 days or more, AI will place an automatic hold on the participant's account until all payments are up to date and you may be barred from any further participation in the Program. Late Payments will incur an interest rate of 1% per calendar month, or any part thereof, (12% per annum) in addition to a US\$100, AU\$100, £75 or a €80 late payment fee. A hold on an account can consist of (but is not limited to) a complete stop in the Placement Process or stop in the Program Process. A hold status can only be removed from the account once payments are up to date.
- d. The remaining balance of the program fee must, unless an alternative schedule for payment is arranged with and approved by a member of AI Staff in writing, be paid to us within 30 days of the Initial Deposit payment or six weeks before the proposed departure date of the Participant (whichever is sooner) or the placement can be cancelled at our discretion and no refund given unless by prior arrangement. If a payment is delinquent for 5 days or more, AI will place an automatic holds on the participant's account until all payments are up to date and the participant may be barred from any further participation in the Program. Late payment without prior consent from AI will incur an interest rate of 1% per calendar month in addition to US\$100, AU\$100, £75 or a €80 late payment fee.
- e. Any recipient of an AI Scholarship Award is subject to these same payment terms, conditions, and policies, as AI will reserve your position in the Program

and will make certain financial commitments related to your participation in the Program. If you withdraw from the Program for any reason, other than AI's failure to place you prior to the Program start date, you are obligated to pay AI 50% of the scholarship value to cover the costs incurred. If you withdraw from the Program for any reason after you have been allocated an internship, you are obligated to pay 100% of the Program fee including the value of the scholarship you have received.

- f. All information that is submitted on your application for consideration into the Program is interpreted as true and accurate. If it is discovered that information on your application is misleading or untrue, AI will be entitled to 100% of your initial deposit payment and 100% of your program fee. In addition, you may be barred from further participation in the Program.

**5. Program Prices.** The prices\* for AI's 2014 Programs ("Program Price") are as follows\*:

• Shanghai/Beijing 1 month	US\$2,899, AU\$2,999, £1,799 or €2,099
• Shanghai Beijing 2 months	US\$3,899, AU\$4,099, £2,499 or €2,899
• Shanghai/Beijing 3 months	US\$4,999, AU\$5,199, £3,199 or €3,699
• Hong Kong 1 month	US\$2,899, AU\$2,999, £1,799 or €2,099
• Hong Kong 2 months	US\$4,299, AU\$4,699, £2,699 or €3,299
• London 1 month	US\$3,899, AU\$3,599 or €2,399
• London 2 months	US\$5,499, AU\$5,499 or €3,599
• Singapore 1 month	US\$2,899, AU\$2,999, £1,799 or €2,099
• Singapore 2 months	US\$4,299, AU\$4,699, £2,699 or €3,299

\*These prices do NOT include any visa-related expenses for certain countries that may correlate with a participants' selected program or other incidental expenses which you may incur in preparation, during, and after the Program. Participants are fully responsible for determining the appropriate visa for their participation and any related costs that may be incurred to obtain that visa (Please refer to section 6(a)). AI reserves the right to change program prices at any point in time for any reason. However, once a student has enrolled and established a tuition payment plan, the student is locked in at that price and will not be subject to any tuition increase or decrease for 2015 programs.

**6. Compliance**

- a. Visas. If you are required to obtain a Visa for the duration of the Program, you will be responsible for working with a third party agency for obtaining a visa with the exception of applicants from United Kingdom and the European Union. In addition, you will be responsible for paying all visa-related expenses, with the exception of applicants from United Kingdom and the European Union. You will be provided guidance by AI on which visa to obtain, if one is needed for your Program. If you are required to obtain a visa, it is your complete responsibility to work with a third party agency or consulate, and pay all visa related expenses, excluding the sponsorship fee for the Beijing, Shanghai and London Programs. In both cases, you are responsible that the visa is obtained in a timely manner. In circumstances where there may be difficulties to obtain a visa, we will use all reasonable endeavors to assist you with the visa application and best resolve the application to the mutual benefit of the Participant and AI. We are neither liable nor responsible for any damages or costs related to the loss or damages to your passport or any other personal property at any part of the visa process. If you do not obtain a visa, you elect not to participate in the Program, or you are terminated from the Program for any reason at any time, you agree that you are entirely responsible not to seek any refund for visa expenses from AI.

- b. Failure to obtain a visa (and/or to obtain a visa before your Program's commencement date), is not grounds for a refund of the AI Program fee. AI is not liable for payment of (or reimbursement of) visa expenses. All visa-related matters and expenses are the responsibility of you and your visa provider. Regardless of the visa-providing agency you choose to work with, you will be responsible for all visa-related fees and the consequences relating to the duration of the visa process.
- c. It is the responsibility of the Participant to check whether the visa processing and visa application fee is included in the Program fee. If the visa processing and visa application fee is included, AI will endeavor to obtain the visa prior to the Program commences. AI takes no responsibility for the visa processing and the outcome of the application. Provided that the visa is not obtained at all prior to the Program commences due to circumstances related to the Authority of Singapore, Chinese Authorities, Hong Kong Authorities and UK Border Agency, it will be at our discretion to determine whether a reimbursement is valid.
- d. If the Participant obtains the incorrect visa, AI reserves the right to refuse the participation in the Program. If the Participant undertakes an unpaid internship with a Sponsor in any of the locations by AI, AI nor the Sponsor takes no responsibility and is not liable for any consequences due to your status in the host country.
- e. You understand that neither international nor domestic flights are not included in the Program. The Participant must purchase his/her own flight ticket to the Program location. AI takes no responsibility for flight costs, refunds, changes, carelessness or events occurring related to the purchase of flights. In addition, we are not responsible for delays regarding your flight.
- f. If AI advises the Participant that it will be difficult to obtain a visa in writing, AI is not obliged or responsible to assist nor supply with supporting documents.
- g. If a visa application is unsuccessful and the Participant informs AI more than four weeks in advance of the start date, the Participant is entitled to a refund of 50% of the program fee excluding the Program Deposit in addition to an administrative fee at \$200 USD, AU\$220, £130 or €150.
- g. In the event the Participant informs AI within one week prior to the Program start date that a visa application is unsuccessful, no refund will be provided. No compensation nor refund will be given from AI to Participant or any other person for flights or any other incurred costs.
- h. The Participant is liable and responsible to check that he/she obtains the correct type of visa with the correct length and type. Should you decide to travel overseas from your host country during the Program duration, it is your responsibility to ensure that the visa obtained allows you to re-enter the country. In the event that you are participating in the Program by AI in Mainland China, your visa is valid for a short-term stay in Mainland China for business purposes.
- i. You represent that you are over the age of 18 years. You are responsible to have all documentation that may be required, including without limitation any visa, birth certificate, passport, and valid driver's license or other picture identification. You must inform us 12 weeks latest prior to the Program commences about your passport status. AI takes no responsibility for charges related to issue of passport, shipment of passports, express processing, delays or cancellation of Programs due to failure of informing us.
- j. If you have selected the **London Internship Program**, you will be responsible for paying any fees related to applying for the visa; AI will pay for the costs of enrolling you in the University North America Club (BUNAC), which is required to apply for the visa. BUNAC will be your visa provider and has the authority to assess students' compliance with visa regulations as guided by AI and BUNAC. Any reprimands imposed on the participant by the visa provider are not grounds for refund. Attendance is a critical part of grading and it is the visa and course

provider's sole discretion to provide grades and course evaluations. Violation of visa regulations could potentially put participation status at risk.

- k. The maximum liability of AI is limited to the amount of the actual cash paid by the Participant to AI for the Program.

**7. Accommodations.** AI will arrange housing accommodations for you. AI will also arrange organized program events, seminars, and daily transportation to and from work by providing bus/metro/subway passes or organized transfers in vehicles arranged by the Program. Program events and seminar schedules listed on AI's websites, below, or supplied by AI are subject to change at any time. In the event AI makes any modifications to the specific services or travel arrangements, you agree to such modifications and you will not be entitled to any refund or reduction of the Program Price.

**8. Standards of Conduct.**

- a. AI reserves the right to establish and enforce reasonable rules and standards of conduct to facilitate the well-being and enjoyment of you and other Program participants. Failure to comply with such rules and standards may result in you being barred from participating in the Program without any further obligation on behalf of AI to re-enroll you in any program. AI may, in its discretion, have you removed from the Program, at your sole cost and expense, without subsequent refund to you or any portion of the Program Price except in accordance with Section 4. Once you are barred from further participation in the Program, you shall vacate any housing accommodation provided to you at such time as required by AI. You hereby agree to release and indemnify AI from all claims, demands, liabilities, obligations, damages, losses, costs (including attorney fees), and expenses (collectively, "Obligations") related in any manner to your actions or failure to act at any time during your Program participation or upon termination.
- b. You are expected to leave your housing facility in the same condition as when you arrived, and you are liable to AI or any third parties for all damage done, and for the cost of any required repairs, to your room, any other rooms, and your housing facility building.
- c. AI reserves the right to decline requests of a Participant outside the scope of regular business practice. If necessary, AI may, in its discretion, have you removed from the Program before or after the commencement of your program. In the event of such removal, you will no longer be considered a part of the Program. You hereby release AI from all claims, demands, liabilities, obligations, damages, losses, costs (including attorney fees), and expenses (collectively, "Obligations") related in any manner to your said removal.
- d. AI is not legally responsible or liable for the actions of Program participants.

**9. Release.**

- a. You understand that sporting activities (including, without limitation, swimming, snorkeling, parasailing, bungee jumping, boating, rafting, diving, skating, hiking, camping, surfing, jet skiing, water skiing, and wave running), motor vehicle rentals, night clubs, ground or other tours offered by local vendors, and any other activity in which you may participate during the Program, involve risk and possible injury or death to you and others. Your participation in any activity is voluntary. You hereby release AI from all Obligations related in any manner to your participation in any activities during the Program to the fullest extent permitted by law and provided AI was not the primary cause of such injury or death or other Obligations.
- b. AI hires companies not affiliated with AI to transport Program participants to and from organized activities during the Program. You understand that accidents can occur while you are being transported by these companies, and you hereby

release AI from all Obligations for any injury to the person or property of you or any other person or entity related in any manner to any transportation provided by these companies to the fullest extent permitted by law and provided AI was not the primary cause of such injury or death or other Obligations.

- c. If you choose to drive a motor vehicle or ride in a non-sponsored Program vehicle during the Program, whether for work or leisure, you do so at your own risk. The legal drinking age in the country of your program is 18 years old. Any of your activities, or choices you make, that involve drinking alcohol are not related to AI and are therefore solely at your own risk. Abuse in consumption of alcohol may result in your termination from the Program in AI's sole discretion. Consumption of drugs may result in your termination from the Program in AI's sole discretion. To the fullest extent permitted by law and provided AI is not the primary cause, you agree to release AI from any claims or Obligations in connection with any third party services, accommodations, or facilities in connection with the Program, including without limitation any hotel, university, student housing provider, transportation company, and common carrier, and their respective agents and employees. In addition, AI is not liable for any lost or stolen baggage or other personal property.
- d. During your participation in the Program, you will not be entitled to any health insurance or unemployment benefits. You therefore agree to release AI and Sponsor from any claim for health care.

**10. Health Care Release.** You represent to AI that you have disclosed all your significant physical and mental health needs or needs for prescription medication, which would require special attention or would limit your participation or performance in the Program. To comply with visa regulations of the host countries where the Program occurs, you must notify us if you have any of the following: HIV, Leprosy, Mental disease, Venereal Disease, Tuberculosis or any other infectious diseases. Official documentation may also be requested by AI to verify medical status. Notwithstanding the foregoing, if you become ill or injured during the Program, you agree that AI will have the right, but not the duty, as your agent, to take reasonable action to secure emergency health care for you and any transportation related thereto. In such event, you agree to pay for any expense incurred for such health care, transportation, or other related services, and to reimburse AI for any sums advanced or paid in connection therewith. All health care expenses incurred by you are your sole responsibility and you are advised to obtain your own health insurance.

**11. Recorded Media.** AI often documents its programs by video, photographs, testimonials from participants, and other means (collectively, "Recorded Media"). You agree that AI may use any means to record or otherwise memorialize your participation in the Program, and authorize AI to utilize any Recorded Media of you including your image and any testimonials in AI's promotional material and websites, or otherwise as AI may elect, at any time in the future, without compensation to you or any further permission or consent from you.

**12. Forces Beyond Control.** If forces beyond AI's reasonable control (e.g., blackouts, storms, road closures, health risk outbreaks, transportation strikes, international visa work permit delays, or acts of terrorism) cause the Program to be extended or delayed, you must pay all extra costs associated with such extension or delay (e.g., extra lodging, meals, fees to change scheduled flights, and other transportation costs), and must reimburse AI for any such increased expenditures made on your behalf. Any refunds to which you may be entitled are entirely subject to Section 4 herein.

**13. Governing Law; Jurisdiction.** These terms and conditions and this agreement shall be governed by, and construed in accordance with, Hong Kong law. Any

dispute, controversy or claim arising out of or relating to these terms and conditions or this agreement, including the validity, invalidity, breach or termination thereof, shall be settled by arbitration in Hong Kong under the Hong Kong International Arbitration Centre Administered Arbitration Rules in force when the Notice of Arbitration is submitted in accordance with these Rules. The number of arbitrators shall be one. The arbitration proceedings shall be conducted in English.

**14. No Assignment; Binding Effect.** You may not assign any of your rights or obligations under this Agreement without AI's prior written consent. However, AI may assign this Agreement in the event of a change of control without your written permission. Subject to such limitation, this Agreement shall inure to the benefit of and bind you and AI, and its respective successors, assigns, and personal and legal representatives. Any release of liability of AI under this Agreement shall extend to AI's agents, staff, alumni, employees, officers, directors, and shareholders, and to all other persons and entities affiliated with AI.

**15. Severability.** If any portion of this Agreement is held by any court to be illegal, void, or otherwise unenforceable, the remainder of this Agreement will nevertheless continue unimpaired and in full force. In such event, the court shall be authorized, upon the motion of either of us, to modify this Agreement to the minimum extent required to render it valid and enforceable and to carry out our purposes and intent as set forth in this Agreement.

**16. Entire Agreement.** This Agreement constitutes the sole and entire agreement between you and AI concerning this transaction. All written and oral agreements, representations, and understandings not expressly contained or referred to herein (including, without limitation, any terms and conditions contained in AI's websites, and any promises or representations you believe were made to you by any agent or employee of AI) are hereby superseded and have no further force or effect provided however, that you shall be bound by any additional request made by AI in connection with your participation in the Program. No modification or amendment of this Agreement shall be binding unless executed in writing by both of us. No waiver of any provision of this Agreement shall be deemed or constitute a continuing waiver of that provision or a waiver of any other provision of this Agreement. Time is of the essence of this Agreement.