

Terms and Conditions

Absolute Internship Company Limited (AI), a Hong Kong Limited with registered number 1426978 and having its registered office at 9/F Amtel Building, 148 Des Voeux Road, Central, Hong Kong, and you, the applicant, hereby agree as follows:

1. The Program. You (hereinafter “you”, “your”, “Participant” or “Applicant”) hereby apply for acceptance into one of AI's Program ("Program"). You understand that the Program enables you to participate in any unpaid internship for a host company ("Company"), training, language course or similar offering that you will not be paid for such work by AI or by Company. By paying the Program 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. The Program includes an internship, training, language or similar course; assistance with your visa application, career and networking events to attend during the program, welcome dinner and orientation; accommodation for the duration of your program; planned program events; support from on-site staff while you are overseas and membership to the Alumni Network upon completion of the Program;
- c. AI agrees subject to these terms and conditions to the following; arrange an unpaid work placement for you with a Company, or language course or training course or combination of those in any of the AI program destinations as part of the Program;
- d. AI agrees to provide accommodation to you from the commence date of your program until the end date of your program as listed in your confirmation pack. You must check out and leave the accommodation on the end date and time listed. Upon arrival in your program destination, you will pay an accommodation deposit in cash. This accommodation deposit will be fully returned to you provided that no damage, burglary or other expenses are unsettled upon checkout. AI is not responsible for the decision of the accommodation provider to make deductions to your deposit. Payment of bills including, gas, electricity and water, provided for each accommodation is included in the Program;
- e. AI agrees to provide a welcome dinner and orientation for you;
- f. AI agrees to provide the contact details of the on-site representatives in the program destination that you've chosen and been accepted to in the event of emergencies;
- g. Airport pick-up and transportation from the designated airport to the designated accommodation in your program destination is available between 9:00 am and 2:30 pm on the Program commence date as listed on your confirmation pack. Airport pick-up outside of these hours will incur an additional charge. You agree that if you do not inform us via email of your flight arrival details at least one week prior to arrival in the Program destination, AI cannot guarantee an airport pickup.
- h. 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.
- i. Both domestic and international flights are not included in the Program Fee that you pay AI. You must transport yourself to the Program destination and purchase your own airline tickets to fly to the Program destination. AI is not responsible for any bookings, damages or costs due to any action, negligence or event involving the purchase or operation of airline tickets. In addition, AI is not responsible for any costs, refunds, delays and extra charges that airline companies might charge you. In some instances, your details will be forwarded to a designated flight provider. It is your choice whether to use our suggested flight provider and AI takes not responsibility for any consequences that may arise from this result.

2. Your Work Commitment and Relationship with AI and Company.

You hereby confirm that you are committed and intend to complete the Program you have applied for and been accepted to at your best ability. In the case you have selected a training or language Program, you will be required to attend all seminars in addition to completing all tasks and projects provided to you as well as treat your fellow participants and seminar leaders with courtesy and utmost respect. In the case you have selected an internship program, you will work for Company based on a schedule as requested by Company and behave as an employee at the Company including but not limited to respecting work hours, execute work tasks provided to you and treat the Company and your colleagues with courtesy and utmost respect. You may not ask Company 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 Company or AI for any reason, you will not be entitled to any refunds. Moreover, you accept and understand that AI cannot be held responsible for any work tasks, jobs or projects or volume of work that have been provided to you during your internship placement by Company.

- 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, training or language course including but not limited to company holidays. Companies mainly 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 workload that you will be provided, whether that is of low volume or of high volume;

- b. In cases where the Company requires it, you agree to sign a Non-Disclosure Agreement. Regardless of whether or not the Company demands a written Non-Disclosure Agreement, you agree to respect confidential Intellectual Property and any other confidential information by the Company;
- c. You must at all times follow the Company's code of conduct, policies, dress code, break times, policies and any other rules and regulations set by the Company. You accept that during your internship represent the Company as well as AI and must behave accordingly at all times. You understand and accept that failure to adhere to this clause may result in your internship being terminated by the Company without any notice and there will be no liability for compensation in this situation;
- d. AI is not responsible for the workload that you will be provided by the Company, 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. However, in the case that the situation cannot be resolved to your contentment, AI has no further liability to you;
- e. AI takes no responsibility for accidents at third party locations including but not limited to the worksite of the Company, damages at the worksite of the Company, and the allocated accommodation;
- f. AI nor the Company is liable for your safety during the Program abroad. 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.

3. Payment and Refund Policies.

- a. Your Program Deposit ("Program Deposit") is for the sole purpose of reserving your position in the Program and covering certain related administrative expenses. The Program 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. The remaining balance ("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 Program Deposit payment or six weeks before the proposed commencement date of the Participant (whichever is sooner) or the placement can be cancelled at our discretion and no refund given unless by prior arrangement;
- 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 or £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. If you have paid the full amount of the Program Fee and wish to cancel your enrollment prior to starting the Program, then you must request a refund via writing to the Absolute Internship Office in Hong Kong with registered mail and with proof of receipt. Upon receipt of a cancellation request by AI, a refund of 50% of the Balance which shall be forfeited, will be provided by AI to you, excluding where the cancellation request is received by AI fewer than 12 weeks prior to the proposed commencement date of your program, in which case no refund will be provided.
- e. 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;
- f. In case a Participant wishes to change the commence date of the Program, destination of the Program or the nature of the Program after paying the Program Deposit, an administration fee of US\$170, AU\$170 or £100 will be charged in addition to any extra costs. If a request is submitted within 12 weeks prior to the commence date of your Program, AI reserve the right to refuse it or apply an additional cost.
- g. In the event a Participant wishes to change or prolong his/her Program once he/she has commenced the Program, the Participant will be charged an extension fee, which can be provided by one of the AI's global offices. A request at this nature, must be submitted at least two weeks prior to the existing Program commence date directly following the date upon which the Participant's original Program ends. AI reserves the right to refuse any requests at these nature at our sole discretion.
- h. 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 before you have been allocated an internship, other than AI's failure to place you prior to the Program commence 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;
- i. In case, AI has to cancel one of our Programs prior to your commence date and for reasons which are not connected to the Participant, a full refund of the Program Fee including the Program Deposit will be provided to the Participant. AI cannot be held responsible for any costs incurred in relation to the Program by the Participant or any other individual;
- j. All information that is submitted on your application for consideration into the Program must be true and accurate. If it is discovered that information on your application is misleading or untrue, AI and the Company will be entitled at any time to terminate your Program, and AI will be entitled to 100% of your Program Deposit payment and 100% of your Program fee. In addition, you may be barred from further participation in the Program.

4. Compliance.

- a. 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, photos, passport, official bank statements, proof of academic qualifications and relevant working experience, proof of enrollment at an university via official via letter from the university stating your matriculation, name, nationality, gender and date of birth and a copy of the student card issued by the university.
You must inform us, at the latest, 12 weeks prior to the Program commences about your passport status. AI takes no responsibility for charges or potential consequences related to issue of passport, issue of visa and shipment of passports, express processing, delays or cancellation of Programs due to failure of informing us.
- b. It is the responsibility of the Participant to check whether the visa or work pass (hereinafter "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 commencement. AI takes no responsibility for the visa processing and the outcome of the application. AI cannot guarantee that you will obtain a visa. Provided that the visa is not obtained at all prior to the Program commences due to circumstances related to the Authority of Singapore, the People's Republic of China, Hong Kong and the United Kingdom, it will be at our discretion to determine whether a reimbursement of the Program fee is valid.
- c. If the Program fee does not include the visa application fee, or AI is unable to process the Participant's visa for causes outside of our control, you are responsible that the visa is obtained in a timely manner. In cases, where there may be complications in obtaining the visa, AI 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. AI is not, and you shall not hold AI, liable or accountable for any consequences relating to damages or costs involving your passport, personal property at any stage of the visa process, during the Program, during the transportation or during the processing or visits of any authorities or third parties.
- d. In case the Participant is applying for a visa himself/herself, the Participant will be responsible for all visa-related fees and the consequences relating to the duration of the visa process. In all cases, failure to obtain a visa (and/or to obtain a visa before your Program's commence date) is not grounds for a refund of the AI Program fee. AI is not liable for payment of (or reimbursement of) visa expenses when you are applying yourself. All visa-related matters and expenses are your own responsibility.
- e. If you do not obtain a visa, or 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 not entitled to seek any refund for visa expenses from AI.
- f. 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 the People's Republic of China, your visa should be valid for a short-term stay in the People's Republic of China for business purposes. If the Participant obtains the incorrect visa, AI reserves the right to refuse your participation in the Program. If the Participant undertakes an unpaid internship with a Company in any of the locations by AI, both AI and the Company take no responsibility and are not liable for any consequences due to your status in the host country.
- g. You must inform AI in writing of any inaccessibility of passport for visa processing and delivery during the eight weeks prior to the commence date of the Program. AI shall not be held accountable for supplementary costs for postage, submission by our staff, delivery, express processing, or delay or cancellation of Program or personal travel due to travel plans outside of the Program dates. In cases where AI is processing the visa, AI cannot guarantee to process visas in time for personal travel plans prior to the commencement of the Program as well as after the Program.
- h. If you have chosen and been accepted by the London Program by AI, you will be responsible for paying any fees related to applying for the UK visa; AI will pay for any potential sponsorship costs of enrolling you to the British University North America Club (BUNAC), which is required in order 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 BUNAC. Any reprimands imposed on the participant by the visa provider are not grounds for refund. Attendance to any UK Embassy or Consulate is a critical part of the process and it is the visa provider's sole discretion to provide the acceptance of the visa. Violation of visa regulations could potentially put participation status at risk.
- i. The maximum liability of AI is limited to the amount of the actual cash paid by the Participant to AI for the Program.

If the Participant has paid the full Program fee at least 12 weeks prior to the commence date of the program:

- AI will endeavor to process and return the visa to the Participant at least 4 weeks prior to the start of the Program.
- The Participant must make their passport in addition to all requested documents available at least 12 weeks prior to the commence date of the Program. In case the Participant fails in providing the correct supporting documents or passport details and the visa application is unsuccessful, no refund will be provided to the Participant.
- In case the visa application is unsuccessful and the Participant has provided all correct requested documents in addition to the passport, AI will refund the Balance to the Participant, excluding the Program

Deposit.

In the event that a Participant chooses to apply and process his/her own visa and the Participant have been informed by AI that it will be problematic:

- The Participant must ensure that the Program fee is paid in full at least 12 weeks prior to the commence date of the Program. The Participant must notify AI of the visa application result at least 4 weeks prior to the commence date of the Program.
- It is the complete responsibility of the Participant to work with a third party agency, visa center or consulate, and pay all visa related expenses.
- In the event that the Participant's visa application has been unsuccessful and they do not notify AI in writing of the result of their visa application at least 4 weeks prior to the commence date of the Program, no refund will be provided.
- AI is not required to assist the Participant nor support the Participant with documentation that the Participant might need other than a business invitation letter to support the China visa application.

If the Participant has paid the full Program fee less than 12 weeks prior to the commence date of the program:

- AI will do its utmost to process their visa prior to the commence date of the Program.
- The Participant must ensure that their passport and/or passport copy and other supporting documents including but not limited to any visa, photos, passport, official bank statements, proof of academic qualifications and relevant working experience, proof of enrollment at an university via official via letter from the university stating your matriculation, name, nationality, gender and date of birth and a copy of the student card issued by the university are available at least 8 weeks prior to the departure.
- In case that the visa application is unsuccessful or there are any concerns with the application, no refund will be provided and no compensation for flights and other additional that the Participant might have encountered.

5. 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 fee except in accordance with Section 3. 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. Should you refuse to collect your personal belongings and vacate the accommodation facility, it will be considered "trespassing" and AI is authorized to remove and is not liable for any loss or damage of your personal belongings. 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 accommodation 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 accommodation facility building;
- c. AI reserves the right to decline requests of a Participant outside the scope of its 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.

6. Release.

- a. AI has selected suppliers to assemble your Program with care. AI has no liability to you for the actual delivery of the Program, excluding in cases where it is demonstrated that AI as breached its duty and you suffer damages as a result;
- b. AI takes no responsibility and is not liable for any third party actions or behaviour including but not limited to that of the Company, employees at the accommodation, staff at event venues.
- c. AI will not be responsible or pay you compensation for any injury, illness, death, loss, damage, expense, cost or other claim of any description if it results from including but not limited to any unusual or unforeseeable circumstances beyond ours or our supplier(s) control, the consequences of which could not have been avoided even if all due care had been exercised and an event which either ourselves or suppliers could not, even with all due care, have foreseen or forestalled;
- d. You understand that sporting activities (including, without limitation, cliff jumping, 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.
- e. AI hires suppliers 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.
 - f. If you choose to drive or ride a motor vehicle anytime during the Program, whether for work or leisure, you do so at your own risk.
 - g. 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 at AI's sole discretion. Consumption of drugs will 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.
 - h. 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 Company from any claim for health care.

7. 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 which is a requirement to participate in the Program.

8. Insurance. You are responsible for certifying that you have purchased a comprehensive insurance prior to commencement and departure to the country of the Program location, which will cover you for the whole duration of the Program and which includes but is not limited to cancellation, travel, health, medical and personal liability insurance (including pre-existing medical conditions). You are required to bring all relevant insurance documents with you to the country of the Program location. Neither AI, the Company nor its employees are liable for any medical advice given by AI or third parties. If you choose to cancel the Program less than 12 weeks prior to the Program commence date, no refund will be given for any reason, and it is your responsibility to claim any expenses incurred from your chosen insurance provider. If you choose to travel without adequate insurance cover, AI will not be liable for any losses, accidents or damages to you that may arise. You may be contacted regarding a specific insurance provider, however it is your own choice whether to use our recommended provider or not and AI takes not no responsibility for any consequences resulting from from this decision.

9. Recorded Media. AI regularly 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.

10. 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, etc.) 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 3 herein.

11. 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.

12. **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.

13. **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.

14. **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.

Participant:

Signature:

Name:

Date: