

## Cooperation Agreement

by and between

**CIEE INC. (CIEE)**

and

**CTI Group  
United States**

### **FOR INTERN/TRAINEE PROGRAM - INTERNSHIP USA AND CAREER TRAINING USA**

**SEPTEMBER 1, 2025 – AUGUST 31, 2026**

This Cooperation Agreement (“Agreement”) is made by and between  
CIEE (hereinafter referred to as “CIEE”)  
and  
CTI Group (hereinafter referred to as “Representative”),  
Dated, September 1, 2025 (the “Effective Date”).

#### INTRODUCTION

CIEE is a designated sponsor of the J-1 Intern and Trainee programs, part of the U.S. government-regulated Exchange Visitor Program administered by the Education and Cultural Affairs section of the U.S. Department of State. The programs are cultural exchange programs that afford foreign students, recent graduates and young professionals the opportunity to receive practical training at U.S.-based companies while experiencing life in the United States.

The regulations that govern these programs can be found on the U.S. Department of State website at the following locations: <https://j1visa.state.gov/programs/intern-program/> (Interns); <http://j1visa.state.gov/programs/trainee/> (Trainees). General program information can also be found on the CIEE website at <https://www.ciee.org/in-the-usa/research-training/intern-professional-training>.

To account for the regulatory distinction between the Intern and Trainee programs, CIEE maintains two separate program offerings: Internship USA (Intern) and Career Training USA (Trainee). For the purpose of this Agreement, the abbreviations “INT” and “PCT” will be used to represent these two CIEE programs. Any reference to INT/PCT USA in this Agreement and the Annexes that follow refers only to CIEE’s INT/PCT USA programs, and not to the official Intern/Trainee program categories or any non-CIEE program.

Representative represents that it has certain experience and capabilities within the broader field of international exchange and travel and wishes to offer INT/PCT USA to individuals based in Worldwide.

CIEE and Representative hereby agree to cooperate under the terms and conditions set forth in this Agreement in order to make INT/PCT USA available to participants in Worldwide.

#### SECTION 1. Allocation

As part of its program oversight, the U.S. Department of State provides each designated sponsor with a specific number of program slots for use each year. CIEE must therefore regulate distribution of these slots across its various markets by defining specific allocations.

In this regard, Representative acknowledges that its allocation during the term of this Agreement will be 10 for INT and 5 for PCT (the “Allocation”). In addition, the CIEE Placement target for FY26 Fiscal Year will be 41 for

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INT and 5 for PCT. This allocation is for DS-2019 forms with start dates in CIEE's 2026 Fiscal Year, September 1 2025 to August 31 2026, it is not inclusive of applications for extensions. The allocation is considered Representative's sales target. CIEE expects that Representatives will use its allocation in full.

CIEE will collect regular updates on expected travel volumes for the entirety of the CIEE Fiscal Year. Representative will be expected to report on sales numbers, market trends and other data points to ensure they will reach the allocation/sales target.

Participant applications must be submitted in accordance with the terms and conditions outlined in this Agreement or as otherwise directed by CIEE in subsequent written correspondence. Any portion of the Allocation for which participant applications have not been received by CIEE on time and in proper form in accordance with **Annexes A and B** to this Agreement will expire.

DS-2019 forms issued or reserved for Representative as part of the Allocation may be used only for the specified program. They may not be used for Work & Travel USA or any other program or purpose.

CIEE will review Representative's Allocation from time to time in light of relevant existing or anticipated legal, regulatory and policy developments, sales in Worldwide and other factors which, in CIEE's reasonable judgment, affect the availability of DS-2019 forms or otherwise impact the proper operation of INT/PCT USA. Based on such periodic review and other relevant factors, CIEE may, at its discretion, increase or decrease Representative's Allocation as outlined in Section 4.

## SECTION 2. CIEE Services

CIEE will cooperate with Representative in accepting and processing applications from INT/PCT USA applicants recruited by Representative in accordance with this Agreement. Specific services provided by CIEE to Representative are identified in **Annex A** to this Agreement.

## SECTION 3. Representative's Services

Representative will market to prospective program participants in Worldwide in accordance with this Agreement, statutes, and applicable rules and regulations and as further directed by CIEE from time to time. Certain specific services to be provided by Representative are set forth in **Annex B** to this Agreement.

The parties acknowledge that **Annex B** is an integral part of this Agreement, and may be amended or supplemented by CIEE from time to time to take into account changes and developments in applicable rules, regulations and other relevant circumstances as outlined in Section 4. Specifically, Representative acknowledges that online program resources will be made available during the term of the Agreement that will provide additional information on rules, procedures and services. These resources, as well as other program guidelines and instructions that CIEE may periodically issue to Representative on the online resource center, will have the same force as if they were part of this Agreement.

Representative acknowledges that legislative or regulatory requirements concerning this program may change from time to time and if so, CIEE reserves the right unilaterally and without advance notice to make changes in **Annex B** or any other portion of this Agreement in order to comply with any such legislative mandates or directives.

## SECTION 4. Modifications to INT/PCT USA Program and Services

Representative acknowledges that INT/PCT USA is closely regulated by the U.S. Government. The implementation and operation of INT/PCT USA and CIEE's services in connection therewith are directly affected from time to time by changing laws, rules, regulations and administrative practices with regard to immigration, security and other areas. The parties agree that CIEE may amend the terms and conditions of this Agreement to the extent such changes are, in CIEE's reasonable judgment, necessary in light of existing or anticipated applicable laws, rules, regulations, or administrative procedures. Such changes may affect, without limitation, Representative's Allocation for INT/PCT USA program slots pursuant to Section 1, CIEE's services set forth in **Annex A**, Representative's services in **Annex B** and pricing insofar as these changes necessitate substantial amendments to program rules or procedures. **In addition, CIEE reserves the right to reduce or completely**

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**eliminate an allocation, at anytime, including after application acceptance, for any such reasons including but not limited to insufficient supply of hosts. Refunds will be issued as per refund policy in Annex C of this agreement.**

#### **SECTION 5. Commitments and Representations to Participants and Others**

Representative shall make no representation, warranty, agreement or commitment to or with any applicant or program participant or any other party that conflicts with the terms of this Agreement or with any materials or information provided by CIEE with regard to INT/PCT USA.

Representative warrants that it will make no representations to any actual or potential applicant concerning the nature of the program, the internship placement or its location, the nature of the accommodations or any other matter unless and except as specifically authorized to do so in writing by CIEE.

By September 30, 2025, Representative agrees to provide CIEE with a copy of any additional terms and conditions used by Representative in conjunction with the INT/PCT USA application process, together with an English translation thereof. Representative hereby certifies that such form of agreement and any representations, warranties or commitments made by Representative in connection therewith do not conflict with this Agreement or with any materials or information provided or made available by CIEE with regard to INT/PCT USA. Representative will inform CIEE of any changes to the form of agreement Representative uses with program applicants.

Representative acknowledges, and will ensure that all program applicants and participants understand, that Representative does not serve as CIEE's legal agent and does not have authority to make any representation, warranty or other agreement or commitment on behalf of CIEE. Binding agreements between CIEE and participants may be made only directly by CIEE in the Intern/Trainee Program Application, and elsewhere as defined by CIEE.

Representative agrees not to seek, receive or accept any fees from any applicant other than those disclosed to CIEE.

Any failure to comply with the terms in Section 5 will constitute a breach of contract and disqualify Representative from future partnership with CIEE.

#### **SECTION 6. INT/PCT USA Program Information and Materials**

Representative will acknowledge CIEE's sponsorship of INT/PCT USA in all of its promotional materials, and CIEE reserves ownership of copyrights on all materials it has developed in connection with INT/PCT USA or otherwise in connection with this Agreement.

CIEE reserves the right to approve promotional materials in which INT/PCT USA is presented and/or the CIEE name or logo is used before they are printed or otherwise made available by Representative. Only with advance approval from CIEE can Representative produce the Intern/Trainee Program Application with the addition of the logo or name of Representative. In all other cases, Representative shall not in any way alter CIEE Program Materials. Representative shall not advertise any non-CIEE Intern/Trainee programs as being sponsored or supported by CIEE.

#### **SECTION 7. Territory**

Representative acknowledges that CIEE strives to achieve a balance of applicants from different countries for INT/PCT USA. CIEE will not be required to accept or honor any applications for program participants recruited by Representative in or from countries other than Worldwide.

None of the rights granted by CIEE to Representative under this Agreement are exclusive to Representative. In addition, Representative will not, without CIEE's prior written consent, employ any sub-agent or sub-contractor to recruit potential applicants for INT/PCT USA or otherwise in connection with this Agreement.

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If it is the intent of Representative to enter into a contract with any other U.S. sponsor to enroll participants on non-CIEE Intern/Trainee programs, or if Representative has entered into any such agreement with another U.S. sponsor, Representative is required to disclose this information (including the name of the other organization) in writing to CIEE.

SECTION 8. Financial Terms

Representative agrees to the program, SEVIS, expedited, J-2, site visit, placement, and cancellation fees outlined in **Annex C** to this Agreement, and agrees to make full payment in accordance with the specific terms outlined in **Annex C**. These fees apply to all sales during the period of this contract. CIEE reserves the right to hold release of program documents in the event that Representative does not adhere to these payment terms.

Representative will disclose Representative's retail program price(s) (the price Representative charges to participants for participation on Internship USA or Career Training USA) and cancellation policies as outlined in Annex C. Retail program price(s) must cover all CIEE and Representative services outlined in this Agreement (including **Annex A** and **Annex B**). CIEE reserves the right to limit Representative's retail prices if these are, within CIEE's reasonable judgment, deemed excessive given local market circumstances. Representative must provide CIEE with retail program prices and refund policies no later than September 30.

CIEE's stated program fees may be increased by CIEE in light of changes as contemplated by Section 4, provided that such changes shall not affect applications that have already been accepted for processing by CIEE, except in cases (e.g., upon any increase of the SEVIS registration charge) where such changes are imposed with retroactive effect by a government agency.

CIEE also reserves the right to charge fees for any new add-on services that reflect or entail a significant increase in cost/labor on the part of CIEE (e.g. placement and/or recruitment services). CIEE will endeavor to make this fee structure known at least one month prior to its inception so that Representative can amend its marketing and program materials accordingly.

SECTION 9. Term

This Agreement is valid only for the period September 1, 2025 to August 31, 2026, and can be reviewed and renewed if agreed by CIEE and Representative and confirmed through conclusion of a new Agreement.

SECTION 10. Termination

This Agreement may be terminated at any time by either party upon a material breach by the other party or by CIEE due to business or economic conditions. It is understood and agreed that any violation by Representative of any laws, rules, or regulations applicable to INT/PCT USA shall be deemed a material breach.

Additionally, Representative understands that in the event of non-compliance with this Agreement, CIEE may be required, and reserves the right to, report Representative to the U.S. Department of State and/or the local U.S. Embassy, consulate, or other oversight organizations.

SECTION 11. Release and Indemnification

Representative agrees to release, indemnify and hold harmless CIEE, its officers, shareholders, affiliates and employees (collectively "CIEE") from and against any claims, causes of action and liability for any financial or other loss, damage, personal injury, illness or death suffered or incurred by Representative or by a participant, whether based on theories of tort, breach of contract or any other theory. In addition, Representative agrees to release, indemnify and hold harmless CIEE from its (CIEE's) own negligence.

SECTION 12. Non-Disclosure

Representative acknowledges that the information provided by CIEE as part of this Agreement and otherwise in the form of materials and electronic and written communication is provided for the sole purpose of facilitating enrollment of participants from Worldwide in CIEE's INT/PCT USA programs. Any use of this information by

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Representative aside from this purpose is prohibited. This includes information on pricing and other financial information, forms and materials, business practices, and business strategy.

#### SECTION 13. Force Majeure and Events beyond CIEE's Control

CIEE is not responsible for deviations or cancellations of anticipated internship or training assignments and/or any accompanying financial or other loss to Representative as a result of acts of God, conditions of force majeure, acts of government, or any other circumstance beyond the direct control of CIEE such as, but not limited to, strikes or other labor discord, acts of third parties, financial insolvency, or any other inability on the part of an employer to accept assignments, terrorism or the threat thereof, perceived or actual epidemics or the threat thereof, civil disturbance, criminal activity, etc.

#### SECTION 14. Confidentiality and Security

As used herein, "Confidential Information" means all ideas, data, materials and information in any form, whether written or transferred orally, visually, electronically or otherwise, disclosed to a party (such party, with respect to such information, the "Recipient") in connection with this Agreement, that has been identified as confidential or is of a nature such that that the Recipient should reasonably understand it to be of a confidential nature.

Each Recipient shall: (i) use Confidential Information only for the purposes for which it was disclosed, (ii) protect Confidential Information from unauthorized access and disclosure using the same care and discretion as the Recipient uses with its own information that it wishes to keep confidential, but in no event using less than reasonable care, and (iii) disclose Confidential Information only to the Recipient's employees, agents, contractors, auditors, and legal counsel with a need to know, and only where such individuals are under written obligations to keep such information confidential using standards of confidentiality not less restrictive than those required by this Agreement.

In addition to and without limiting Representative's confidentiality obligations under this Agreement, where Representative is the Recipient with respect to Confidential Information, Representative shall comply with the following requirements. Representative shall maintain commercially reasonable administrative, technical, physical and organizational measures designed to: (x) protect the security of Confidential Information in Representative's possession; (y) protect against any actual or reasonably anticipated threats or hazards to the security or integrity of Confidential Information in Representative's possession; and (z) protect against unauthorized access to or disclosure or use of Confidential Information in Representative's possession. Representative shall, on request, provide CIEE additional information related to the security of systems and devices that access or store Confidential Information, as reasonably necessary for CIEE to confirm Representative's compliance with this Section 14. Representative shall allow CIEE and CIEE's representatives reasonable access to Representative's systems in support of valid court orders, regulatory requests and/or exams subject to any confidentiality obligations reasonably required by Representative. Representative shall promptly disclose the existence and details of any actual or suspected unauthorized access, use, or disclosure of Confidential Information containing personally identifiable information (a "Security Incident") upon becoming aware of such Security Incident, along with an analysis and planned remediation activities. Any costs reasonably incurred by CIEE in connection with such incident shall be deemed direct damages. For the avoidance of doubt, Representative will have no obligation under this section to the extent the Security Incident results in no unauthorized access to Confidential Information, such as, without limitation, pings and other broadcast attacks on firewalls or edge servers, port scans, unsuccessful log-on attempts, denial of service attacks, packet sniffing (or other unauthorized access to traffic data that does not result in access beyond IP addresses or headers) or similar incidents. Upon the written request of CIEE, Representative shall cease using and promptly return to CIEE all copies of any Confidential Information then in Representative's possession or under Representative's control, or, at CIEE's direction, destroy the Confidential Information. Upon the written request of CIEE, Representative shall certify in writing that Representative has complied with the obligations set forth in this paragraph.

#### SECTION 15. Forum

The parties agree to litigate any and all disputes concerning this Agreement, the implementation of, or the INT/PCT USA program itself, solely in courts within the State of Maine. The parties agree to personal jurisdiction therein

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and waive any and all venue objections thereto. This Agreement shall be governed by and construed in accordance with the substantive law of the State of Maine, USA without regard to conflicts of law principles.

SECTION 16. Retaliation and Litigation

Representative agrees to take no action against a participant that could be construed as retaliation for a complaint or filing a grievance. Retaliation includes threats of program termination and/or removal or ban from the program in response to a complaint. CIEE is required to report to the U.S. Department of State within one business day any serious controversy, which includes any potential litigation related to a participant's program. If Representative learns of any potential lawsuits, Representative will notify CIEE upon learning of it.

SECTION 17. Miscellaneous

This Agreement is for the sole benefit of the parties hereto and not for the benefit of any third party. Descriptive headings are for convenience only and shall not control or affect the meaning or construction of any provision of this Agreement. No provision of this Agreement may be assigned by either party without the prior written consent of the other party, except that CIEE may assign its rights and obligations hereunder to its affiliates. Nothing in this Agreement shall be deemed to create any agency, partnership, employment, joint venture or other legal relationship between the parties. This Agreement may be executed in any number of counterparts, and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement. This Agreement may be executed and delivered by facsimile or electronically, and facsimile or electronic signatures shall have the same legal effect as manual signatures.

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IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to execute this Agreement as of the dates indicated below.

**For CIEE**

June 16, 2025  
Date

Martine Mangion  
Name

Senior Vice President, International Exchange Programs  
Title



\_\_\_\_\_  
Signature

Official Stamp

**For Representative**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

Official Stamp

**Annexes**

- Annex A: CIEE Services
- Annex B: Representative's Services
- Annex C: Schedule of Fees and Payment Terms
- Annex E: Internship Placement Addendum

## CIEE SERVICES

*This Annex A identifies general services to be provided by CIEE in connection with the INT/PCT USA programs and the basic service levels and timelines that apply to these services. This Annex A may be amended by CIEE from time to time to take into account changes in applicable laws, regulations and administrative procedures, as further outlined in this Agreement.*

### Representative Training and Support

CIEE will provide Representative with online program resources that contain specific information on program eligibility, application processing and standards, systems, and other program-related procedures and processes. Moreover, CIEE will provide a dedicated operational team (known as the International Operations Team) for all day-to-day questions as well as a general contact (known as an International Sales Account Manager) for questions related to the general cooperation, including pricing, program marketing, and strategy.

CIEE will provide Representative with access to its program database and to the data contained therein related to Representative's applicants and participants.

On occasion or as necessary, CIEE will provide training to Representative through CIEE-convened training events, limited visits to Representative by CIEE staff, web-based materials such as the online resource center, web-based training, and/or phone-based training.

CIEE will also offer support to Representative in managing U.S. Embassy and institutional relations from time to time or as necessary.

### Program Marketing and Recruitment

Program marketing and participant recruitment are largely the responsibility of Representative; however, CIEE is available to provide advice and certain resources. Additionally, CIEE will endeavor to fulfill Representative's requests for assistance with specific recruitment or marketing activities and materials wherever possible.

### Program Collateral and Web Materials

CIEE will provide Representative with INT/PCT USA program resources and other materials in hard and/or electronic copies to help service the anticipated number of participants. Additionally, CIEE also maintains a comprehensive website (<https://www.ciee.org/in-the-usa/research-training/intern-professional-training>) that provides applicants, participants, and prospective and current host organizations with information on all aspects of the program, including – but not limited to – program eligibility and application procedures, Social Security, SEVIS, insurance, and taxes. CIEE will also provide Representative with access to all program marketing and regulatory materials located on the CIEE online resource center website.

### Wilberforce Pamphlet

In pre-arrival communication, CIEE will provide all participants with access to the Wilberforce pamphlet, an informational Department of State document regarding the rights and protections for temporary workers.

### Application Materials

CIEE will provide Representative with all INT/PCT USA application materials. The INT/PCT USA application includes sections for both the applicant and the host organization (Form DS-7002, through the electronic DS-7002 system). Where applicable, CIEE also has and will provide Representative with standard materials for J-2 dependents and extension applications.

### Application Processing

Once new host information is submitted to CIEE via the Placement form in Beacon, CIEE will make every effort to review the host within **10 business days** of receipt. This timeframe begins upon submission of the host information to CIEE and includes site visit processing, if required.

Hosts can access training plans in CIEE systems after the host is approved by CIEE. Hosts may receive conditional approval if all conditions are met pending a site visit or updated worker's compensation, allowing hosts access to the training plan. It is the responsibility of the Representative to ensure that the host completes the training plan.

Once an application and training plan are both received, CIEE commits to processing 90 % of applications within **5 business days** of receipt. This timeframe begins upon submission of both a complete application and training plan (as defined in CIEE online program resources) and ends with approval of the participant application.

If an application is expedited, then CIEE will make every effort to process the host information and application within **5 business days**. If a **site visit** is needed as part of an expedited application, then CIEE will make every effort to process the application within **7 business days**. This timeframe begins upon submission of a new or existing host to CIEE via the Placement form (as defined in as defined in CIEE online program resources) and ends with approval of the participant application and training plan. For expedited applications, CIEE will follow up with the hosts to complete the training plans. CIEE will endeavor to notify Representative as early as possible of any anticipated delays affecting overall turnaround time as well as provide Representative with an updated timeline.

Representative acknowledges, however, that CIEE's ability to meet these timelines is dependent upon application and training plan quality (in terms of thoroughness of documentation, appropriateness of proposed program) and Host Organization responsiveness, as well as on a number of other factors related to the normal course of business. In this regard, Representative acknowledges and agrees that CIEE cannot be made responsible for any costs incurred by Representative or Representative's applicants in the event that the timeline is not met.

Once received, an application will move through the steps outlined below. All timelines represented here reflect business days.

- **CIEE Review of Host** - In this first step, which begins once host information is submitted to CIEE via the Placement form on the participant application, Host Organizations complete their Host Profiles with CIEE support, and are vetted for eligibility to host. This Placement status is visible within two business days of the Representative submitting a complete placement form to CIEE.
- **Host/Placement Approval or Denial** – Once the Host Profile has been thoroughly reviewed, Host Organization has been vetted, and site visit conducted if required, CIEE will decide whether or not the Host Organization is eligible to host Intern/Trainee in line with government regulations and CIEE policies. If approved, Hosts will be able to access the training plan platform. If denied, the Host Organization may have the opportunity to appeal the decision; however, CIEE also reserves the right to deny placements without the opportunity for appeal. CIEE also reserves the right to deny the Host Organization/placement after training plan submission.
- **Training Plan Completion** – Hosts can access and complete the training plan after their Host Profile is accepted by CIEE. It is Representative responsibility to ensure that hosts complete training plans.
- **Application and Training Plan Under Review** – In this step, complete applications and training plans are submitted to CIEE. Applications are not considered submitted until both the completed training plan and participant application have been submitted via their respective platforms. This Application status will be visible within two business days of the Representative submitting complete application materials to CIEE. Within five business days of receipt, application materials and training plans will be reviewed. Representative will be made aware if any additional materials are missing or needed at this step. Incomplete applications may not be further actioned until the missing items have been received.
- **Host Organization Outreach** – If unsuccessful with the first contact attempt at any stage of review, CIEE will contact the Host Organization two additional times on an every-other-business-day basis. If Host Organization fails to provide meaningful response, outreach will be paused until that time that

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the Host Organization contacts CIEE to provide requested information. If more than a week passes from our third contact attempt without resolution, CIEE reserves the right to cancel the Placement.

- **Application Approval or Denial** – Once the application materials have been thoroughly reviewed, the training plan has been reviewed, and the Host Organization has undergone additional vetting if CIEE deems appropriate, CIEE will decide whether or not the application is in line with government regulations and CIEE policies. If approved, program documents will be produced and disseminated (see below). If denied, the Representative and/or Host Organization may have the opportunity to appeal the decision; however, CIEE also reserves the right to deny applications without the opportunity for appeal.

**Document Production and Shipment** – If approved, program documents (confirmation of insurance, DS-7002, DS-2019, and I-901 SEVIS receipt) will be created on the applicant's behalf and will be available for the applicant electronically. CIEE endeavors to maintain a regular SEVIS upload schedule that includes at least four days per week. CIEE will continue to assess upload schedules based on volume. Approved files will upload to SEVIS on the earliest upload day possible after approval, between one and three business days after the day of approval.

Throughout this process, CIEE will provide Representative with up-to-date and accurate information via CIEE's program database regarding the enrollment status of its applicants. Moreover, in those cases where delays are expected based on the above timeline, CIEE will endeavor to issue communication to Representative.

### Orientation

Completion of an online orientation is mandatory for all INT/PCT USA participants prior to travel to the US. CIEE provides each participant with a link to this orientation and instructions for completing it once they have been accepted into the program and before they arrive to the U.S. to begin the program. CIEE reserves the right to ask Representative to assist in following up with participants who have not completed the online orientation prior to the travel date.

### Insurance

CIEE provides insurance through its own captive insurance company to all INT/PCT USA participants and their J-2 dependents that meets or exceeds government requirements for this type of program. CIEE will procure insurance for each participant or J-2 dependent up to the maximum permitted participation period (i.e. 18 months for Trainee or 12 months for Intern, plus up to 30 days travel prior to the start date and 30 days travel following the end date as listed on Form DS-2019). Insurance information will be provided to INT/PCT USA participants in the form of the Confirmation of Insurance sheet, online program orientation, and on the internet at <https://www.ciee.org/in-the-usa/insurance>.

CIEE-provided insurance excludes coverage for epidemic or pandemic related illnesses for non-vaccinated individuals where a vaccine is available, as found at pg. 18, Sec. (m) of the policy. CIEE will accept unvaccinated COVID participants without the purchase of any additional insurance coverage. While CIEE strongly recommends participants seek additional coverage if unvaccinated, we will not require it for program acceptance.

We continue to ask that Representative ensures participants are aware of this limitation on COVID Illness insurance coverage for the unvaccinated. It is also noted in CIEE Terms & Conditions, as well as the Beacon Application.

CIEE will continue to adhere to the following in terms of what it means to be fully vaccinated: According to the Centers for Disease Control and Prevention, you are considered fully vaccinated: (a) 2 weeks after completing the second dose in an FDA or WHO approved two-dose series, or (b) 2 weeks after receiving one dose of a single-dose vaccine.

### Participant Support

CIEE will maintain full-time support staff in its office to assist participants throughout their stay in the US. During normal business hours (Monday – Friday from 9am to 8pm EST), CIEE staff will be available to field participant inquiries and address participant issues via its toll-free hotline (1-888-268-6245). In the event of an emergency, this number also functions as a 24-hour emergency number that is answered by trained CIEE support staff.

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Other

CIEE may offer networking and professional development events in select metropolitan areas from time to time for INT/PCT USA participants and/or their Host Organization supervisors.

REPRESENTATIVE'S SERVICES

*This Annex B identifies services to be provided by the Representative in connection with the INT/PCT USA Cooperation Agreement. This Annex B may be amended by CIEE from time to time to reflect changes in applicable U.S. laws, regulations and administrative procedures, as further outlined in the Cooperation Agreement.*

General

Representative attests that it is a legally established business in good standing in its territory and that it has an interest in promoting international exchange by offering INT/PCT USA to qualified candidates from Worldwide.

Representative understands that the government regulations regulating INT/PCT USA can be obtained online at: <https://j1visa.state.gov/programs/intern/>(Interns); <http://j1visa.state.gov/programs/trainee/> (Trainees). Representative also acknowledges that the CIEE online program resources serve as a key source of program information and agrees to consult it regularly and use it as a guideline in reviewing applications. During the term of the Agreement, Representative agrees to dedicate at least one person in its office to be responsible for understanding key Intern/Trainee regulations and INT/PCT USA rules, and for reviewing all communications and information issued by CIEE with regard to INT/PCT USA. Representative will send its staff to CIEE-convened training events.

Should periodic training be required, Representative recognizes that it may contact the International Operations Team at CIEE at any time to arrange for further training.

Program Marketing and Recruitment

Representative acknowledges that it has the main responsibility for marketing INT/PCT USA and for recruiting qualified candidates.

Representative will market the program(s) consistent with CIEE policy, U.S. Department of State Exchange Visitor Program regulations, and intent.

In conducting marketing and recruitment activities, Representative must ensure to the best of its ability that all candidates for the program meet CIEE and regulatory requirements.

Without limitation of the foregoing, Representative understands that:

- **Internship USA participants** must be at least 18 years of age and be full-time post-secondary students in a nationally-accredited institution of higher education outside of the U.S. or have graduated from such an institution no more than 12 months prior to their prospective start date when they register for the program. Representative is responsible for screening all applications to verify that the proposed internship is directly related to the field and level of study. Representative may be required to provide CIEE with information regarding the post-secondary education system in Worldwide.
- **Career Training USA participants** must be either graduates from foreign post-secondary institutions outside of the U.S. with one year of work experience outside of the U.S. related to the proposed field of their training, or they must have five years of relevant work experience outside of the U.S. Representative is responsible for screening all applications to verify that the proposed practical training is directly related to the field and level of study and/or previous work experience as appropriate.
- **In some cases**, recent graduates (within 12 months) possessing one year of professional experience may be eligible to participate in both Internship USA and Career Training USA. Representative agrees to educate such applicants on the differences between the two programs, especially in relation to program duration and the ability for repeat participation. CIEE reserves the right to assess such applications individually and, should circumstances dictate, limit eligibility to one program or the other.

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- **All participants must** intend to leave the U.S. upon completion of their J-1 visa program in order to be eligible for the J-1 Visa.
- **All participants must** be aware that INT/PCT programs are cultural exchange programs in which they are expected to engage in cultural exchange activities in an effort to gain a better understanding of the U.S. during the duration of their programs. Cultural exchange through the workplace and in daily life must be an intended result of their participation in an INT/PCT program.
- **All applicants must** have secured an internship/training position in the U.S. prior to applying for the INT/PCT USA programs. Specific rules and regulations regarding eligible host organizations and internship/training programs can be found in the CIEE online program resources and on the CIEE website. Representative agrees to consult both of these resources so that it can better manage and screen applicant inquiries.
- **The Intern and Trainee programs** are designed to provide qualified students, recent graduates, and working professionals with opportunities for work-based learning experiences at U.S. companies. The programs cannot be used for the purpose of ordinary work experience in the U.S. or to displace American workers.
- **No applicants can be accepted for placements in the following fields:** medicine (or related fields), au pair or childcare, camp counselor, aviation, training on a ship navigating in international waters, teaching, construction or building trades, unskilled labor, or any positions offered by temporary work agencies. Please note that this list of prohibited fields is not exhaustive, and from time to time, it may change or be updated. Such changes will be forwarded to Representative for immediate incorporation into their screening process.
- **Applicants' internship/training programs** may only include lower-level tasks (acting as a server, banquet attendant, etc.) if they comprise a non-predominant portion of the training. Additionally, these tasks may only be included if they allow the applicant to build and learn higher-level tasks within their internship/training industry. Lower-level tasks may never make up the content of an entire phase. If tasks on the unskilled list are necessary as a basis for training, training must be extremely limited in duration and/or be learned through shadowing. Shadowing may never make up the content of an entire phase.

Representative acknowledges that this list is not exhaustive and that additional eligibility requirements will be outlined in CIEE online program resources, the CIEE website, and in various communications from CIEE.

Confidentiality and Security

As used herein, "Confidential Information" means all ideas, data, materials and information in any form, whether written or transferred orally, visually, electronically or otherwise, disclosed to a party (such party, with respect to such information, the "Recipient") in connection with this Agreement, that has been identified as confidential or is of a nature such that that the Recipient should reasonably understand it to be of a confidential nature.

Each Recipient shall: (i) use Confidential Information only for the purposes for which it was disclosed, (ii) protect Confidential Information from unauthorized access and disclosure using the same care and discretion as the Recipient uses with its own information that it wishes to keep confidential, but in no event using less than reasonable care, and (iii) disclose Confidential Information only to the Recipient's employees, agents, contractors, auditors, and legal counsel with a need to know, and only where such individuals are under written obligations to keep such information confidential using standards of confidentiality not less restrictive than those required by this Agreement.

In addition to and without limiting Representative's confidentiality obligations under this Agreement, where Representative is the Recipient with respect to Confidential Information, Representative shall comply with the following requirements. Representative shall maintain commercially reasonable administrative, technical, physical and organizational measures designed to: (x) protect the security of Confidential Information in Representative's possession; (y) protect against any actual or reasonably anticipated threats or hazards to the security or integrity of Confidential Information in Representative's possession; and (z) protect against unauthorized access to or disclosure or use of Confidential Information in Representative's possession.

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Representative shall, on request, provide CIEE additional information related to the security of systems and devices that access or store Confidential Information, as reasonably necessary for CIEE to confirm Representative's compliance with this Section 13. Representative shall allow CIEE and CIEE's representatives reasonable access to Representative's systems in support of valid court orders, regulatory requests and/or exams subject to any confidentiality obligations reasonably required by Representative. Representative shall promptly disclose the existence and details of any actual or suspected unauthorized access, use, or disclosure of Confidential Information containing personally identifiable information (a "Security Incident") upon becoming aware of such Security Incident, along with an analysis and planned remediation activities. Any costs reasonably incurred by CIEE in connection with such incident shall be deemed direct damages. For the avoidance of doubt, Representative will have no obligation under this section to the extent the Security Incident results in no unauthorized access to Confidential Information, such as, without limitation, pings and other broadcast attacks on firewalls or edge servers, port scans, unsuccessful log-on attempts, denial of service attacks, packet sniffing (or other unauthorized access to traffic data that does not result in access beyond IP addresses or headers) or similar incidents. Upon the written request of CIEE, Representative shall cease using and promptly return to CIEE all copies of any Confidential Information then in Representative's possession or under Representative's control, or, at CIEE's direction, destroy the Confidential Information. Upon the written request of CIEE, Representative shall certify in writing that Representative has complied with the obligations set forth in this paragraph.

## Enrollment

Representative will assist applicants with the INT/PCT USA enrollment process. Without limitation of the foregoing, Representative will:

- Ensure all applicants understand all possible program and other fees before they make any payment for Representative and CIEE services.
- Distribute only the most up-to-date versions of application materials to prospective participants.
- Review application materials to ensure that the proposed internship/training meets CIEE and general regulatory guidelines.
- Vet host organization information to help ensure that organization meets eligibility requirements and has made a legitimate offer to provide an internship/training position to the applicant.
- Thoroughly screen placement agencies that you and/or your participants choose to work with to ensure that they understand program rules and policies and offer bona fide Intern/Trainee programs.
- Ensure that each applicant meets applicable CIEE and regulatory requirements, including the eligibility criteria set forth in this Agreement and other CIEE guidance documents, and complete such requirements as the applicant interview as directed by CIEE.
- Have the option to conduct and document personal interviews with each applicant to assess English language proficiency and general suitability for the program. If a participant chooses to use the Representative/participant English-language interview as proof of their English language abilities, they must have at least an upper-intermediate working knowledge of English.
- Representative must provide a list of staff members with adequate English language skills for approval as English language interviewers. CIEE will annually review this list and, if necessary, conduct interviews with the potential interviewers to confirm their ability to assess English proficiency. Only interviewers approved by CIEE may assess participant English language ability.
- Ensure that each applicant is interested in participating in American cultural activities and learning about American culture while in the United States.
- Ensure that each applicant understands that the programs' intent is to leave the U.S. upon completion of their J-1 visa program in order to be eligible for the J-1 Visa.
- Ensure that each applicant understands the program purpose is training and not to perform a job.
- Provide accurate information to applicant regarding the application process and CIEE services as outlined in Annex A.
- Submit only complete INT/PCT USA applications. Incomplete applications will not be processed until complete.
- Ensure that all program participants' Host Organization supervisors complete and submit Form DS-7002 data through CIEE's electronic DS-7002 system.
- All INT/PCT USA applications and their supporting documents must be completed in English and be legible. Applications not completed in English and/or not legible will not be processed until they have been resubmitted appropriately.

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- Ensure the authenticity of all application documents.
- Respond in a timely fashion to requests for additional information from CIEE.
- Translate precisely the Participant Declaration of the Intern/Trainee Program Application into local language as requested by applicants or required by local law.
- Ensure that all enrolled participants have received, understood and agree to the Terms and Conditions outlined in the Participant Declaration.
- Ensure that participants are aware of CIEE's insurance program and requirements and have completed the HIPAA Privacy and Confidentiality Release form as part of the enrollment process.
- Ensure that all participants are aware of and prepared to comply with SEVIS (Student and Exchange Visitor Information System) and any required SEVIS and visa fees.
- Ensure each participant has an email address that will remain active throughout their program participation.
- Distribute program documents to applicants accepted into INT/PCT USA.
- Ensure that participants understand that completing program evaluations is a U.S. Department of State requirement of the programs.

### Embassy Relations and Visa Interviews

Representative understands that it has the responsibility of assisting approved applicants with the process of applying for and attending the requisite visa interview at the local U.S. Embassy/Consulate. Representative will update CIEE of visa refusals as soon as they are known. CIEE and Representative will develop and maintain good relations with the U.S. Embassy/Consulate in order to help facilitate the visa interview process for approved applicants. Representative will respond promptly to all communications from the U.S. Embassy/Consulate and will notify CIEE of such communication as appropriate.

### Pre-Departure Matters

Representative will provide program participants with pre-departure information in accordance with U.S. Department of State regulations and as directed by CIEE. Without limitation of the foregoing, Representative will:

- Ensure that each program participant understands that, in order to meet host organization expectations and to earn the expected compensation, he or she must arrive in the United States in accordance with the dates specified on Form DS-7002.
- Representative may also arrange flights and other travel for participants, provided that the price of flights and other travel must, in all cases, be clearly stated separately from the INT/PCT USA program price.
- Ensure that participants are provided with all relevant program materials prior to their departure from their home country, and encourage participants to take materials with them to the U.S.
- Assist in ensuring that participants comply with all pre-departure requirements such as online orientation.
- Assist with the registration of program participants in the SEVIS system by conducting telephone and email contact with the participants and their natural families as necessary.

### Participant Support

Representative will be reachable 24 hours a day during the entire period that participants recruited by Representative are in the U.S. and will provide CIEE with mobile and home telephone numbers of trained staff in the event of a participant emergency. Representative agrees to assist CIEE in the event of an emergency as necessary or as requested by CIEE.

If the Program involves employer provided lodging, Representative ensures that it will provide Participants with safe and humane lodging facility.

Representative will not engage in discriminatory or exploitative employment practices towards Participants. Representative will include Participants as temporary employees under business general liability insurance coverage for any acts or omissions related to the work being performed.

Schedule of Fees and Payment Terms

<b>INT USA</b>	
<b>Program Length in Months</b>	<b>Representative Net Price Including Insurance</b>
0-3	767 USD
4	879 USD
5	991 USD
6	1103 USD
7	1215 USD
8	1327 USD
9	1439 USD
10	1551 USD
11	1663 USD
12	1775 USD
13	1887 USD
14	1999 USD

<b>PCT USA</b>	
<b>Program Length in Months</b>	<b>Representative Net Price Including Insurance</b>
0-3	1187 USD
4	1299 USD
5	1411 USD
6	1523 USD
7	1635 USD
8	1747 USD
9	1859 USD
10	1971 USD
11	2083 USD
12	2195 USD
13	2307 USD
14	2419 USD
15	2637 USD
16	2749 USD
17	2861 USD
18	2973 USD
19	3085 USD
20	3197 USD

### J-2 Visa Dependent Fee

Program Length in Months	Representative Net Price Including Insurance
0-3	861 USD
4	922 USD
5	981 USD
6	1041 USD
7	1100 USD
8	1160 USD
9	1219 USD
10	1279 USD
11	1338 USD
12	1398 USD
13	1457 USD
14	1517 USD
15	1576 USD
16	1636 USD
17	1695 USD
18	1755 USD
19	1814 USD
20	1874 USD

#### Additional Fee Information

- **SEVIS** – Fees do not include SEVIS registration fees that must be collected by Representative prior to issuance of the DS-2019 and paid in full to CIEE by Representative according to the agreed payment terms. The SEVIS registration fee is currently \$220 USD and is non-refundable.
- **J-2 Dependent** – CIEE can accept applications for J-2 dependents. In these cases, CIEE will assess a fee, which includes insurance coverage, for each dependent, as noted in **Annex C**.
- **Extensions** – The same fees as outlined in **Annex C** will apply to any extension applications.
- **Site Visits** – Should a site visit be required as part of application processing, an additional fee of \$250 USD will be assessed to Representative.
- **Expedited Applications** – Expedited applications will incur an additional \$1,100 USD fee.

#### Cancellation Fees

For the 2026 season, CIEE will continue with our traditional cancellation policy, as outlined below:

- If an application is cancelled prior to the DS-2019 being issued, no cancellation fee is charged.
- All cancellations requested after DS-2019 issuance will be processed by CIEE as either standard cancellations or visa cancellations, as defined below, and will include cancellation fees as well as SEVIS fees.
  - **Standard Cancellation Fee** – Representative will be charged a \$350 USD Standard Cancellation Fee for all cancellations occurring after a DS-2019 has been issued.

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- **Visa Cancellation Fee** – Applications cancelled due to Visa Denial or Embassy operations issues will incur a Visa Cancellation Fee of \$200 USD. To receive any refund on the basis of Visa Cancellation, Representative must provide CIEE with acceptable evidence of visa refusal.
- **SEVIS Cancellation Fee** – The U.S. government SEVIS fee of \$220 USD is non-refundable and will be charged in addition to all CIEE cancellation fees regardless of the reason for cancellation. Please note that the SEVIS fee is subject to change as outlined in Section 8 of this Agreement.

If, once in the United States, a participant has to return to his or her home country due to a COVID-19 or other emergency as determined by an official decision of the local government, U.S. government, or any official authority, CIEE will continue to provide a high level of support to our in-country participants; however, there will be no reimbursement of fees.

Additional fees may also apply as follows:

- **Expedited Application Cancellation Fee** – Representative will be charged the \$1,100 USD expedited fee for all expedited applications that were cancelled after the DS-2019 has been issued.
- **Site Visit Cancellation Fee** – If an application is cancelled after a site visit has been conducted but prior to DS-2019 issuance, a cancellation fee of \$250 USD will be charged to Representative. If an application is cancelled after a site visit has been conducted and after the DS-2019 has been issued, Representative will be assessed a fee of \$250 USD in addition to the Standard Cancellation Fee referenced above. If an application is denied by CIEE after a site visit has been conducted, a fee of \$250 USD will be charged to Representative.
- **J-2 Dependent Cancellation Fee** – Representative will be charged a \$50 USD cancellation fee for all J-2 cancellations regardless of whether it is a standard cancellation or a visa cancellation.

No program or other fees will be refunded to Representative or participant in the event that a participant withdraws or is terminated from INT/PCT USA after the participant has arrived in the U.S. to begin the program.

### Payment Terms

All payment must be received in full in advance of DS-2019 issuance.

If payment terms are not met by Representative, CIEE reserves the right to hold DS issuance for subsequent applicants until such time as payment is received per the agreed terms above.

ADDENDUM AGREEMENT

By and between

CIEE INC. (CIEE)

And

CTI Group

For Internship USA Placement Program

September 1, 2025 to August 31, 2026

This Addendum Agreement is made by and between Council on International Educational Exchange (hereinafter referred to as “CIEE”) and CTI Group (hereinafter referred to as “Representative”). This Addendum Agreement is meant to expand upon our schedule of fees and cancellation policies as they relate to the Internship USA Placement Program. In this way, the addendum seeks to add to and/or modify (never subtract from) the standard Intern/Trainee Letter of Agreement between CIEE and Representative.

A. Additional Fee Information

1. Placement Program Fee – For complete and finalized Internship USA Placement Program applications submitted by Representative to CIEE, Representative will be invoiced the following per application:
  - o \$1,000 USD for internship placement
2. Agent will be invoiced for the Placement Program fee once the Training Plan has been reviewed and signed.

B. Below cancellation fees are specific to Placement Program Fee; once a DS-2019 form has been issued, standard cancellation fees will also be applied per standard LOA.

1. If the participant is offered a position, and they decline, the full placement fee of \$1,000 will be charged.
2. If the participant cancels after accepting the offer, the full placement fee of \$1,000 will be charged.
3. The placement fee will be invoiced along with the DS-2019 form fees.
4. Agent is responsible for submitting credit memo request for cancellations that require a return of fees.
5. If CIEE is unable to offer at least one matched opportunity to the participant, the agent will not be charged.
6. If the Internship USA Placement Pilot Program application is cancelled because of the local consulate’s refusal to grant a visa, the Placement Program Fee will be refunded less a \$300 processing fee if Representative provides CIEE with acceptable evidence of visa refusal. Standard Visa cancellation fees still apply per standard LOA.
7. If the participant is unable to complete their placement due to no fault of their own or circumstances beyond their control and the participant has more than 25% of their program duration remaining, CIEE will make a good faith effort to find another placement for the participant at no additional fee. The participant will be subject to CIEE’s standard Change of Host Organization policies and procedures.
8. If the participant is dismissed from their placement by the host with cause or the participant voluntarily withdraws from their placement, it is the participant’s responsibility to identify another

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appropriate placement. No refunds will be provided. The participant will be subject to CIEE's standard Change of Host Organization policies and procedures.

9. While participant is on the program, and there is dissatisfaction from either party, the participant must notify CIEE immediately. CIEE will do its best to help resolve the issue with the host. If a resolution is not possible, further actions will be subject to section B7 and B8 above.