

## ODYSSEY INTERNATIONAL EXCHANGE TERMS AND CONDITIONS

This Agreement is entered into the **16 (Day)** of **06 (Month)**, 2025 (**Year**) (the "Effective Date") by and between **hen g** (hereinafter referred to as "Participant") and **Odyssey International Exchange LLC (Odyssey)** located at **8200 Wilshire Blvd. Beverly Hills, CA, 90211** (hereinafter referred to as the "Odyssey"). The agreement and terms are valid for all programs with program start dates in 2025.

It is understood that Odyssey International Exchange is designated by the U.S. State Department as a sponsor of the J-1 Exchange Visitor Intern and Trainee programs.

The purpose of this Agreement between Odyssey and Participant is to establish clear expectations and responsibilities as both parties work together to promote mutual understanding and cultural exchange between citizens of the United States and other countries.

### SECTION 1: PURPOSE OF THE PROGRAM

I understand that the purpose of the J-1 exchange program being offered by ODYSSEY is to:

1. Enhance the skills and expertise of exchange visitors in their academic or occupational fields through participation in structured and guided work-based training and internship programs and to improve participants' knowledge of American techniques, methodologies, and technology.
2. To increase participants' understanding of American culture and society and to enhance Americans' knowledge of foreign cultures and skills through an open interchange of ideas between participants and their American associates.
3. To foster the exchange of culture ideas and information, allowing participants to return to their home country and share their experiences with their countrymen.

### SECTION 2: ROLE OF ODYSSEY AND PROGRAM SERVICES

ODYSSEY is a designated J-1 Intern and Trainee program sponsor authorized to administer J-1 internship and training programs. ODYSSEY is primarily a cultural exchange organization and not an employment agency. ODYSSEY is responsible for the safety and wellbeing of program participants and to ensure the rules and regulations of the program are followed. ODYSSEY ultimately has the authority to determine program violations and repercussions. ODYSSEY will:

1. Confirm participant's eligibility to participate in the requested J-1 Exchange Visitor Program according to the most updated program regulations.
2. Vet requested host companies to host J-1 exchange visitors according to the most updated program regulations.

3. Coordinate with the participant and host company to develop an approved Training and Internship Placement Plan (DS-7002).
4. Provide J-1 participants who meet Odyssey's eligibility requirements with form DS-2019, Certificate of Eligibility. More details can be found in section 5 of this agreement.
5. Provide J-1 participants with insurance that meets or exceeds the requirements outlined in 22 CFR 62 – Exchange Visitor Program for the duration of their program as listed on their DS-2019 document.
6. Provide participants with J-1 sponsorship for the approved category in which they have applied, along with all mandatory roles and services of a designated sponsor as outlined in 22 CFR 62 – Exchange Visitor Program, for the duration of their program.
7. Create an exchange visitor profile in SEVIS on behalf of the participant.
8. Provide the participant with a detailed pre-departure orientation as well as orientation materials, including a Participant Handbook with useful information on assimilating into American society.
9. Provide 24 hour support through an Odyssey emergency hotline.
10. Constant communication and monitoring for the duration of the program.

## **SECTION 3: ELIGIBILITY**

All Participants must meet the following minimum eligibility criteria:

1. Be at least 18 years old.
2. Speak and understand English at an intermediate or advanced level. English level will be assessed during a spoken interview with an ODYSSEY associate.
3. Participate in cultural activities while living in the U.S. and provide documentation of participation to Odyssey.

### **FOR INTERN APPLICANTS:**

- a. Currently enrolled in and pursuing studies at a degree-granting post-secondary academic institution outside the United States or graduated from such an institution no more than 12 months prior the program start date.
- b. Successfully completed at least 1 semester, or equivalent, of post-secondary academic study.

### **FOR TRAINEE APPLICANTS:**

- a. Graduated from a degree-granting post-secondary academic institution outside the United States more than 1 year prior to the desired start date of the J-1 exchange program AND possess at least 1 year of relevant work experience in the industry in which applying for the J-1 exchange program OR;
- b. Possess at least 5 years of relevant work experience in the industry in which applying for the J-1 exchange program.

## **SECTION 4: GENERAL TERMS AND CONDITIONS**

1. Participant may not start the Exchange Program prior to the start date on the DS-2019 form or intern/train beyond the end date on the DS-2019 form. Participant must return home within 30 days after the end date on the DS-2019 form and may not intern/train during that period.
2. Participant must check-in with ODYSSEY within 72 hours after arriving in the United States to activate the SEVIS account. Failure to do this within 10 days will automatically cancel the program.
3. Failure to comply with the rules, regulations and requirements set by ODYSSEY that ODYSSEY has the authority to terminate the program early and require Participant to return home immediately without a refund.
4. Participant must check emails at least once every other day and respond to all messages from ODYSSEY.
5. Participant must complete a monthly check-in with ODYSSEY to share status and provide feedback.
6. Participant is required to complete both a mid term and final evaluation as part of J-1 regulations. Participant must complete the evaluations when they are provided by ODYSSEY within 72 hours.
7. Participant must declare any known ailments, allergies or known medical history which could affect their ability to participate in the program.
8. Participant may not engage in any other activity for money for the duration of the J-1 program besides what is included in the training plan (DS-7002).
9. Participant agrees that any photos, testimonials or videos sent to ODYSSEY may be used in promotional and educational materials.
10. Participant will not attempt to change visa status while in the United States. Any future visa applications must be initiated from Participant's home country and ODYSSEY does not support change of visa status.
11. Participant confirm that they speak and understand English at an intermediate or advanced level. English level will be assessed during a spoken interview with an ODYSSEY associate.
12. Participant agrees to participate in cultural activities while living in the U.S. and will provide documentation of participation to Odyssey.
13. Participant understands that by signing a training contract, they are making a commitment to the host company. Failure to abide by the terms in the training contract (Form DS-7002) will result in early termination of the program.

## **SECTION 5: J-1 VISA APPLICATION**

1. The J-1 Visa is a non-immigrant visa. The J-1 Exchange Visitor Program is not a way to obtain a permanent job in the U.S. or a way to immigrate. Participant is expected to return home at the conclusion of the program in order to continue studies and/or to pursue a career.
2. The DS-2019 Form is NOT a visa, but is required to participate in the program in the USA. Participant must take the DS-2019 Form and other required documents, such as the DS-7002 Training/Internship Placement Plan, to the U.S. Embassy or Consulate to apply for a J-1 visa in their home country.

3. Participant cannot change program dates once the DS-2019 has been issued unless authorized by ODYSSEY and a new DS-2019 is issued.
4. Participant understands that if they need to leave the United States during the program, they must have prior authorization from ODYSSEY at least 2 weeks before departure. Failure to do this will result in inability to re-enter the country.
5. ODYSSEY is not responsible, nor does ODYSSEY have any influence as to whether the J-1 visa is approved at the US Embassy. Proof of eligibility to qualify for a J-1 visa lies solely with the applicant.
6. Participant may be subject to the Immigration and Nationality Act, Section 212(e), also referred to as the 2-year home-country physical presence requirement. This may prevent Participant from applying for an immigrant visa or adjustment of status to that of a Legal Permanent Resident H, L or K visa after the completion of the program, unless they physically reside in their country of citizenship for at least 2 years, or a waiver is granted.

## **SECTION 6: INSURANCE**

1. Odyssey will provide Participant with medical insurance which meets or exceeds program requirements for the dates of the program as listed on the DS-2019. Insurance for program dates is included as part of the programs fees unless otherwise stated.
2. Participant must maintain medical insurance for the duration of the program and agrees to accept the insurance policy provided by ODYSSEY.
3. If Participant arrives before the program start date, it is Participant's responsibility to arrange additional coverage for this time. Options will be provided by Odyssey.
4. Participant should always call the insurance provider before seeking medical attention to be pre-approved for procedures whenever possible. Failure to be pre-approved could result in liability for unwanted medical expenses.
5. Participant understands that Odyssey is not the insurance provider. Rather, Odyssey coordinates with insurance providers to ensure Participant has access to and maintains coverage.
6. Participant is responsible for all medical bills incurred during the program. Furthermore, ODYSSEY is not responsible for any bills that may be incurred.
7. Coverage provided by ODYSSEY is intended for emergency and urgent medical situations only. It is not intended for routine maintenance or check-ups.
8. Participant acknowledges that the insurance provided by Odyssey does not cover mental health conditions, treatment or emergencies, nor does it cover dental procedures.
9. Participant acknowledges that the insurance does not cover any bills associated with pre-existing conditions. Participant agrees to declare all pre-existing conditions to ODYSSEY before departing.
10. If Participant intends to stay in the United States past the end date of the program (to use the 30-day grace period), then it is their responsibility to arrange additional coverage for this time. Options will be provided by Odyssey.
11. Any associated J-2 dependents associated with Participant's exchange visitor program must also maintain insurance coverage which meets or exceeds program requirements.
12. Participant may voluntarily decline the insurance provided by Odyssey and use separate insurance only with prior permission from an Odyssey representative and with the understanding that:

- a. Participant must maintain valid health insurance for the entire duration of the exchange visitor program as listed in the Start Date and End Date fields on the DS-2019 document.
- b. Extended programs past the original end date listed on the DS-2019 must secure additional insurance for the duration of the program extension and send proof of insurance extension to Odyssey.
- c. If program dates (start or end dates) are changed from the original dates listed on the DS-2019, Participant must secure additional insurance for the duration of the program extension and send proof of insurance extension to Odyssey.
- d. If insurance coverage changes in any way during the program, Participant must immediately inform Odyssey. Failure to do so will result in the termination of the program.
- e. Failure to maintain health insurance or in any way misrepresent the insurance coverage will result in termination the exchange visitor program.
- f. Participant is responsible for paying for insurance directly with the provider and ensuring it is active for the entire duration of the program.

## **SECTION 7: FINANCIAL VERIFICATION**

1. Participant acknowledges that there is a fee required to participate in a J-1 program. The fees are required to provide the DS-2019, medical insurance, orientation materials, 24/7 support and monitoring throughout the program.
2. Participant is responsible for additional expenses and services not included in the ODYSSEY Terms and Conditions. These include housing, transportation, food and entertainment.
3. Participant must have access to at least \$2,000 USD upon entering the United States to cover living expenses before receiving the first stipend check which may take several weeks after arrival.
4. The purpose of the stipend from the host company is to assist in covering living expenses and not to make or save money.
5. Participant agrees to research the intended host city and determine whether they can afford to live there based on the projected monthly stipend and access to additional funds.
6. The monthly stipend may not be sufficient to cover all of living expenses every month. Therefore, Participant must have access to additional funds.
7. Participant may not engage in any other forms of paid work during the J-1 program besides those listed in the training plan (DS-7002) and only for the host company listed in the training plan, regardless of the monthly stipend.
8. The purpose of the Exchange Visitor program is not to work or earn money, but rather to experience American culture and gain career training.

## **SECTION 8: ARRIVAL AND ORIENTATION**

1. Participant must review all orientation materials provided by ODYSSEY, specifically the ODYSSEY Pre-Departure Orientation and the ODYSSEY Participant Handbook.

2. Participant cannot arrive more than a 30 days prior to the start date on the DS-2019 form and cannot begin the internship/training until the start date on the form.
3. ODYSSEY does not recommend purchasing any non-refundable items or tickets before the visa is approved.
4. Participant must communicate the arrival information as soon as possible to ODYSSEY.
5. Participant must activate their SEVIS with ODYSSEY within 72 hours after arriving. Failure to do so within 10 days after arriving will automatically terminate the program.

## **SECTION 9: HOST COMPANY**

1. Participant acknowledge that failure to comply with host company policy may result in termination from the host. If Participant is terminated, they may be required to return home immediately without a refund. Approval to continue with a program after termination lies solely with Odyssey, regardless of the circumstances.
2. Some companies require drug tests. Failure of a drug test may result in program termination and requirement to leave the country according to ODYSSEY's instructions.
3. The training plan (DS-7002) is a contract and guarantees both Participant and host company the terms and conditions included within.
4. Participant will receive a minimum of 32 hours of training per week and up to 40 hours. Any time trained over 40 hours per week requires overtime pay as applicable under employment laws in the host State.
5. ODYSSEY does not allow exchange visitors to request a change of host company and will only do so as a last resort if the current host is unable to provide appropriate training.
6. Participant must not abandon the training site without first consulting ODYSSEY, or program will be cancelled. ODYSSEY has the sole discretion whether or not to approve a change of host company.
7. ODYSSEY is available to enforce the rules and regulations of the J-1 program and the contents of the specific DS-7002 only. ODYSSEY cannot interfere with interpersonal issues or disputes not directly related to the exchange visitor program.
8. ODYSSEY is not responsible for loss of stipend, location transfer costs or any other transportation or accommodation expenses incurred due to termination, placement cancellation or change of location.
9. No position can be guaranteed for the duration of a program as businesses sometimes go out of business or experience financial hardships which could result in layoffs. In this case, ODYSSEY will assist the participant to the best of its abilities to secure a new position. Alternate positions may not be comparable to the original position in position, stipend or location.

## **SECTION 10: HOUSING**

1. Participant is responsible for securing accommodation for the duration of the stay in the United States.



2. Participant must have accommodation secured before arriving in the United States. Odyssey strongly suggests securing permanent housing before arriving in the United States. If this is not possible, accommodation must be reserved for at least the first 3 days after arrival.
3. Unless it is clearly expressed by Odyssey or the agent, housing will not be provided by the host company. Participant should not arrive to the host company assuming they will provide housing or asking for assistance with finding housing.
4. It is common practice in the United States for property owners to request first and last months' rent as well as a security deposit equal to 1 month's rent in order to reserve and move into a rented apartment (total of 3 months' rent). Therefore, Participant should have sufficient funds to cover these initial expenses which will vary depending on location.

## **SECTION 11: FEE DISCLOSURE**

*The purpose of this table is to declare the varying costs of services provided to J-1 exchange visitors of Odyssey International Exchange and to ensure the programs remain transparent and accessible. It is not intended to be a commitment to pay for services.*

*\*If applicable*

<b>Service</b>	<b>Total Cost (USD)</b>	<b>Description of Service</b>
Agent Fee*	Varies	Recruitment, screening, document translation, interview organization, placement, document collection, English evaluation, orientation, interview assistance, administrative costs.
Sponsor Fee Up to 18 Months	\$2,955.00	Application review and screening, pre-departure orientation materials, program vetting and approval, insurance, SEVIS I-901 Fee, DS-2019 form & supporting documents, on-going monitoring of program experience, 24-hour support while in the U.S.
Insurance	\$55.00/month	All J-1 participants are required to have insurance for the duration of their programs. The insurance provided by Odyssey exceeds minimum program requirements.

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*\*If applicable*

Service	Total Cost (USD)	Description of Service
SEVIS Fee	\$220.00	Mandatory U.S. Government fee required to create and maintain an exchange visitor profile in the SEVIS system. This price includes a \$20.00 service fee to create the SEVIS profile on behalf of the exchange visitor.
Courier Fee*	\$125.00	Cost to ship a DS-2019 document to the participant anywhere in the world.
Visa Application Fee	\$185.00	Mandatory fee to make a J-1 Visa appointment. Paid directly to the U.S. Government online.
Site Visit*	\$395.00	Only required if host company does not meet minimum staffing or revenue requirements.
Roundtrip Airfare	\$1,500.00	Estimated cost of airfare to and from the U.S.
Arrival Funds	\$2,000.00	Minimum required personal funds all exchange visitors must have available upon arriving in the U.S.

## **SECTION 12: REFUNDS**

1. **Withdrawal After Application is Submitted.** If an application is withdrawn from the program due to any reason after the application file and fees have been submitted, Participant will be entitled to a refund of the program fee minus Three Hundred and Ten Dollars (\$310.00) which will be withheld and account for the administrative costs of Odyssey. The refund will be processed within 30 days after receipt of the refund request.
2. **Withdrawal After Issuance of the DS-7002 Form.** If the application is canceled due to any reason after the issuance of the DS-7002 Form, Participant will not be entitled to any refund. A SEVIS number is generated at the same time as the DS-7002 is issued, meaning a profile has been created for the participant in SEVIS, though they will not have access to it until they have signed and returned their DS-7002.



3. **Withdrawal After Issuance of Form DS-7002 due to COVID-19.** If the Participant withdraws from the program due to COVID-19 after the issuance of Form DS-7002 with the SEVIS number, the Participant will not be entitled to any refund. The Participant may delay their program and keep their payment as credit for a future program.
4. **Embassy/Consulate Denial.** In case of a visa denial at the US Embassy, Participant must inform Odyssey within 5 business days of denial. Upon receipt of confirmation, Participant's SEVIS profile will be cancelled and the DS-2019 will be unusable. The refund will be processed within 30 days after receipt of the required documentation and refund request. Participant will be entitled to a refund of the program fee minus Two Hundred and Twenty Dollars (\$220.00) which will be withheld and account for the administrative costs of Odyssey.
5. **Embassy/Consulate Delays.** Odyssey International Exchange cannot be held financially responsible for any delays at the US Embassy/Consulate level that are beyond Odyssey International Exchange's control. These delays include but are not limited to: visa denial, lack of availability for an appointment at local US Embassy/Consulate and cancellation of schedule by the Embassy/Consulate that may sometimes result in shorter programs. In such a case, Odyssey International Exchange will not refund any amount for any loss of program time.
6. **Cancellation After Arrival in the United States.** If the program is cancelled after arrival in the US or the participant is laid off or fired by the American Host Company for any reason, including circumstances arising from COVID-19, Participant will not be entitled to any refund.
7. **Cancellation by the Host Company.** If the Host Company cancels or withdraws from the program after the issuance of the DS-7002 and before the start date of the Participant's program, the Participant will not be entitled to any refund. The Participant may delay their program and keep their payment as credit for a future program.
8. **Cancellation by the Host Company due to COVID-19.** If the Host Company cancels the placement or withdraws from the program prior to the start date of the Participant's program stated on Form DS 7002/2019, the Participant will not be entitled to any refund. The Participant may delay their program and keep their payment as credit for a future program.
9. **Overstay.** Upon application, Participant must disclose illegal status of any relative presently in the United States, if any. Similarly, participant must disclose any previous overstay or similar U.S. Visa infractions to Odyssey at the time of application. Should Participant be denied a visa for failure to disclose to Odyssey that his/her family members or the applicant themselves have previously overstayed a US visa or been cited for any visa or immigration related infraction, Participant will not be entitled to any refund.

### **SECTION 13: GENERAL TERMS**

1. **Eligibility.** The Participant understands that ODYSSEY can cancel his/her application if ODYSSEY determines that the Participant fails to pass the requirements and eligibility based on the rules and regulations by ODYSSEY or US Department of State.
2. **Minimum Hours.** Participant understands that he/she is entitled to a minimum of 32 hours of training per week, however this number may increase based on the Host Company's discretion.
3. **Host Company Standards.** The length of the Internship/Trainee program agreed upon by the Host Company and the Participant is based solely on the Participant's performance reviewed by the Host Company and does not bind the Host Company to the full term as stipulated in the Training Plan if the Participant does not meet the Host Company professional requirements or standards. The

Participant understands if the Host Company determines that the Participant does not perform his/her duties properly and/or the Participant does not comply strictly with the regulations, the Host Company has the right to terminate or fire the Participant anytime during the Internship/Trainee program. In this case the Participant will not be entitled to receive a refund of any kind.

4. **Re-issuance.** If there was a need to make changes in the program dates or for any reason the Participant needs a re-print of Form DS 7002 and/or Form DS 2019 once it has already been generated, administrative fees for a DS reprint and the cost of shipping and handling will apply. ODYSSEY will process re-issuance upon receipt of the indicated fees.
5. **ODYSSEY Assistance.** If the Host Company goes out of business, files for bankruptcy, shuts down for any reason, or terminates or lays off the Participant for lack of commercial activity, ODYSSEY will assist the Participant in finding a new Host Company. ODYSSEY cannot guarantee that a suitable new Host Company will be found within the grace period of thirty (30) days in observance. If a suitable host company cannot be identified within the prescribed timeline, Odyssey will be required to end the program and the Participant will be required to return to their home country.
6. **Ability to Participate.** The Participant confirms that he/she is fit to participate in a J1 program both physically and mentally and understands that an international training experience can be stressful and require participants to stand for up to 8 hours a day as well as lift objects up to 50 pounds (depending on the position). All pre-existing medical conditions must be made known to ODYSSEY in writing at the time of application. Accommodations will be made whenever possible to allow the Participant with non-serious medical conditions to apply. The Participant understands the medical insurance provider does not cover pre-existing medical conditions and if the Participant requires medical treatment for pre-existing conditions after arrival during the internship/trainee program, the Participant will be responsible for all charges and fees related to treatment.
7. **Governing Law; Venue.** This Agreement is to be construed in accordance with and governed by the internal laws of the State of California without giving effect to any choice of law rule that would cause the application of the laws of any jurisdiction other than the internal laws of The United States specifically the State of California to the rights and duties of the parties. Each party hereby irrevocably consents to the jurisdiction and venue of the state and federal courts located in Los Angeles County, California in connection with any claim, action, suit, or proceeding relating to this Agreement and agrees that all suits or proceedings relating to this Agreement shall be brought only in such courts, provided that either party may seek injunctive, equitable or similar relief from any court of competent jurisdiction.
8. **Assignment.** Participant may not assign this agreement without the prior written consent of ODYSSEY. ODYSSEY shall have the right to assign this Agreement at will, by giving prior written notice of such assignment to Participant.
9. **Limitation of Liability.** In no event shall ODYSSEY be liable to Participant or to any third party for any loss of use, revenue or profit, or any consequential, incidental, indirect, exemplary, special or punitive damages whether arising out of breach of contract, tort (including negligence) or otherwise, regardless of whether such damages was foreseeable and whether or not ODYSSEY has been advised of the possibility of such damages, and notwithstanding the failure of any agreed or other remedy of its essential purpose. In no event shall ODYSSEY's aggregate liability arising out of or related to this Agreement, exceed 2 times the aggregated amounts paid by Participant.
10. **Indemnification.** Participant agrees to indemnify and hold harmless Odyssey, its officers and directors, employees and its affiliates and their respective successors and assigns and each other person, if any, who controls any thereof, against any loss, liability, claim, damage and expense whatsoever (including, but not limited to, any and all expenses whatsoever reasonably incurred in investigating, preparing, or defending against any litigation commenced or threatened or any claim

whatsoever) arising out of or resulting from, or in connection with the services contemplated by this agreement.

11. **Entire Agreement.** The captions or headings of the Sections of this Agreement are for reference only and are not to be construed in any way as part of this Agreement. This Agreement constitutes the complete understanding and agreement of the parties and supersedes all prior and contemporaneous negotiations, understandings and agreements with respect to the subject matter of this Agreement. Any modification or amendment of any provision of this Agreement will be effective only if in writing and signed by an authorized representative of both parties. Both Parties have had ample opportunity to review before signing.

By signing below, I acknowledge that I have read and understood all sections of this terms and conditions document and agree to abide by its contents and instructions. I understand that failure to comply with any of the points could result in the early termination of my program at ODYSSEY's discretion.

**Full Name (Printed):** hen g



**Signature:**

**Date:** June 16, 2025