

# AGREEMENT FOR INTERNSHIP PLACEMENT SERVICE (B2B)

Version V.1.0

These conditions govern the contracting of our Internship Placement Intermediation Service (hereinafter, the “Service”) by the **Client** (the entity identified in the checkout/invoice) and **Kamaway®** (the provider). The execution of any payment (whether the Initial Fee, the Full Service fee, or any other amount) by the Client constitutes full and **irrevocable acceptance of all terms of this Agreement**.

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## SECTION I: OBJECT, SCOPE, AND INCLUDED SERVICES

**1.1 Nature and Scope of the Service:** The Service consists exclusively of the **intermediation** and management for the placement of trainees through our network of verified companies and accommodation collaborators. Kamaway® acts exclusively as an intermediary and is not an employer, temporary work agency, training provider, nor does it assume any employer-related obligations or responsibilities under any circumstances. This process commences upon payment of **the Initial Fee**, covering the application review and preliminary search effort. Kamaway® does not guarantee placement in any company outside this network.

### 1.2 Elements Included (Final Payment €420.00 NET)

The Final Payment entitles the client to:

- **Confirmed Internship Placement** with a suitable Host Company from our verified network.
- **Documentation support**, including learning agreements and certificates of attendance (limited to coordination and management of signature flow).
- **Online coordination** between school, student, and company before and during the mobility.
- **Teacher Visit Assistance:** Coordination support for supervising teacher visits (if required).
- **Mediation and issue resolution** between student and company during the stay.
- **Standard support** Monday to Friday (09:00–18:00 CET).
- **Accommodation Reservation:** Option to reserve housing through our trusted collaborators (subject to previous approval and availability).
- **Pre-arrival coordination**, including introductions and practical first-day guidelines.
- **Advice on transport, leisure, and activities**, providing guidance on local options and practical tips.
- **FREE Discount Membership:** 90 days access to the local deals platform. This benefit is provided on an “**as-is**” basis and depends entirely on the availability and operating conditions of the third-party provider. If the third-party provider ceases operations, alters their terms, or withdraws access, Kamaway®’s obligation to provide this benefit is automatically terminated **without replacement or compensation**, and this shall not constitute a breach of contract.

### 1.3 Exclusions (Non-Included Services)

The Service **DOES NOT** include:

- **Custom internship** search beyond our established partner network.
- **On-site physical accompaniment** or any form of direct supervision (supervision is the sole responsibility of the Host Company’s tutor).
- **Accommodation search outside** our verified collaborators.
- **Emergency support outside standard hours** unless an optional service is purchased.
- **Travel logistics, such as flights, visas, insurance, or airport transfers.**
- **Responsibility for the creation, accuracy, or legal validity of documentation.** Kamaway®’s responsibility is limited exclusively to the administrative coordination of signature processes. The Client remains solely responsible for the accuracy, content, legal validity, and compliance of all documents issued by their institution.

#### 1.4 Optional Local Support & Services (Add-ons)

The management of any **physical visits** (except for Teacher Assistance coordinated via 1.2d), signature of follow-up documents, or in-person meetings during the internship is excluded from the standard fee. The following services are managed through verified local partners and have an additional cost (NET prices):

- **Private Airport Transfer:** €50 (up to 2 persons).
- **24/7 Emergency Line:** €100 (up to 90 days). *Limited exclusively to situations involving police, hospital admission, or immediate risk to personal safety. Non-urgent or administrative matters are expressly excluded.*
- **On-Site Assistance:** €50 (per hour). *This service may include, when specifically requested, first-day company accompaniment or in-person support for administrative or professional matters*

Prices for optional services may be updated at any time by local partners. Kamaway® will notify the Client in writing before confirming any service at a revised cost.

All add-ons listed in this section are entirely optional and may be purchased independently from the standard service during the checkout process.

**1.5 Recommended Minimum Lead Time:** To ensure optimal placement matching and adequate time for necessary documentation, the Client is strongly advised to submit applications at least **6 weeks prior to the intended internship start date**. Kamaway reserves the right to accept applications submitted after this period, but success is not guaranteed, and the Client accepts the associated elevated risk of unavailability.

## SECTION II: FEES AND PAYMENT TERMS

**2.1 Price and Structure:** The total price for the Standard Service is **€495.00** (excluding VAT), structured as follows:

- **2.1.1 Initial Fee: €75.00** to cover application review and initial intermediation. This fee is **NON-REFUNDABLE** under any circumstance.
- **2.1.2 Final Payment: €420.00** payable **only** upon **Formal Acceptance** of the candidate by a Host Company.

**2.2 VAT Exemption (Reverse Charge):** This Service is exclusively available to VIES-registered companies (excluding Spanish companies) and is invoiced under the **reverse charge mechanism** according to **Articles 44 and 196 of Directive 2006/112/EC** on the common system of VAT. VAT applies at 0%, and the Client is responsible for self-assessment in their jurisdiction.

**2.3 Placement Confirmation Deadline:** Upon issuance of the Formal Acceptance (2.1.2), the Participant has a maximum of **3 calendar days** to execute the **Final Payment**. Failure to receive the Final Payment within this period will result in the automatic cancellation of the Confirmed Internship Placement, without any right to refund of the Initial Fee.

**2.4 Execution by Conduct:** The execution of the first payment by the Client (whether it is the Initial Fee, a discounted fee, or the Full Service fee) constitutes full and irrevocable acceptance of all terms of this Agreement, regardless of whether a physical or digital signature is collected.

## SECTION III: OBLIGATIONS AND NON-CIRCUMVENTION AGREEMENT

**3.1 Channel Exclusivity:** The Client must use Kamaway® as the sole communication channel with the Host Company for all placement-related matters.

**3.2 Prohibited Direct Intermediation:** Direct negotiation, contact, or independent intermediation with the Host Company is prohibited unless expressly authorized.

**3.3 Mobility Duration, Attendance, and Validation Risk:** The Client acknowledges that the mobility duration is strictly governed by the start and end dates set in the Learning Agreement. The Candidate is obliged to attend the Host Company until the final date specified, regardless of early completion of the Vocational Training Module's required hours, **unless express written permission is granted by the Host Company supervisor**. In the event the Candidate departs prior to the end date (even with permission), the Client acknowledges that the Host Company reserves the absolute right to **withhold validation and certification of the practicum**, and Kamaway accepts no liability for this decision.

**3.4 Candidate Conduct and Termination:** The Client guarantees that the Candidate will adhere to the code of conduct, schedules, and attendance requirements established by the Host Company. **Chronic or unjustified absenteeism (e.g., repeated Monday/Friday absences) constitutes a grave violation.** The Client acknowledges and accepts that the Host Company reserves the absolute and non-negotiable right to **immediately terminate the placement agreement** due to serious misconduct, non-attendance, or repeated unjustified absences, without prior consultation with Kamaway. The Client is solely responsible for ensuring the Candidate's compliance; **Kamaway's role is strictly limited to mediation (1.2d) and does not include daily monitoring or policing of the Candidate's attendance.** Kamaway accepts no liability for the Host Company's decision.

**3.5 Non-Circumvention (Post-Service):** The Client agrees not to attempt to contract or place trainees directly with the Host Company presented by Kamaway® during the practice period and for an additional period of **24 months** following the service completion.

**3.6 Obligation of Compensation** If, in breach of the non-circumvention obligations set forth in Clause 3.5, the Client formalizes a new placement, collaboration, or agreement with a Host Company introduced by Kamaway® within the 24-month period, the Client shall pay Kamaway® a direct fee compensation of **€420.00**, in addition to any applicable penalty under Clause 3.7.

**3.7 Penalty Clause (Sanction for Circumvention)** Any breach of Clauses 3.1, 3.2, 3.5, or 3.6 shall constitute a serious contractual violation. In such cases, the Client shall pay Kamaway® a fixed contractual penalty of **€3,000.00**, without prejudice to Kamaway®'s right to claim additional damages if actual, demonstrable losses exceed the amount of the contractual penalty.

## **SECTION IV: CANCELLATION, REFUND POLICY, AND VALIDITY**

**4.1 Initial Fee:** The Initial Fee of **€75.00** is mandatory and **non-refundable** under any circumstance. This fee exclusively covers the administrative, verification, and coordination procedures carried out prior to presenting the Participant to a Host Company.

**4.2 Cancellation by Client / Participant (Before Final Payment):** If the Client or Participant withdraws the application **before the Final Payment of €420.00 is made**, the **Initial Fee (€75.00) remains non-refundable**, and no further obligations or fees apply.

**4.3 Cancellation / Non-Compliance (After Final Payment):** No refund of the Final Payment (€420.00) will be issued if the process fails due to reasons attributable to the Client or Participant (e.g., visa problems, withdrawal, non-compliance with documentation or requirements).

**4.4 Alternative Placement Guarantee (Pre-Start):** If, after the Final Payment has been made, the Host Company cancels the placement **before the internship start date** due to reasons **not attributable to Kamaway®,** Kamaway® will:

- Provide **one replacement proposal** within **30 calendar days**.
- If no acceptable alternative is secured within this period, Kamaway® will **refund 100% of the Final Payment (€420.00)**.
- The Initial Fee (€75.00) remains **non-refundable**.

**4.5 Maximum Search Term / Failed Process:** The active placement search process has a maximum duration of **90 calendar days**. If no Formal Acceptance is achieved within this period, the Service is terminated. The **Initial Fee (€75.00) remains non-refundable**, and no Final Payment will have been requested.

This timeframe reflects standard industry practice for internship placement intermediation and is considered a reasonable duration for a complete search cycle.

**4.6 Limit on Suitable Proposals:** The Initial Fee (€75.00 VAT included) covers the presentation of up to **three suitable proposals** from Host Companies (i.e., proposals whose job description aligns with the academic competencies defined in the Candidate's corresponding Vocational Training module).

The Client/Participant may reject any of these proposals; however, the Initial Fee **does not cover additional proposals beyond this limit**, and no refund of the Initial Fee will be issued.

Any further proposals or changes may be subject to additional fees at Kamaway®'s discretion.

## **SECTION V: OBLIGATIONS, RESPONSIBILITIES, AND LIMITATION OF LIABILITY**

**5.1 Obligations of Kamaway®:** Kamaway® undertakes to:

- a) Verify the Host Companies included in its direct network.
- b) Conduct the matching, coordination and placement process in accordance with the procedures described in this Agreement.
- c) Present the Participant to Host Companies whose job description aligns with the academic competencies of the relevant Vocational Training module.
- d) Provide the documentation required for the placement, when applicable.
- e) Maintain communication with both the Client/Participant and the Host Company during the pre-placement phase.

Kamaway® does **not** guarantee any specific outcome beyond the provision of the Service as described.

**5.2 Obligations of the Client and/or Participant:** The Client and/or Participant shall:

- a) Provide accurate, truthful and complete information and documentation.
- b) Comply with application requirements and deadlines.
- c) Attend interviews arranged by Kamaway® or by Host Companies.
- d) Meet the legal requirements necessary for the internship (e.g., visa, permits, insurance).
- e) Comply with the internal policies, schedules, instructions, and professional standards of the Host Company.
- f) Notify Kamaway® promptly of any relevant change or incident that could affect the placement process.

Failure to comply with these obligations may result in termination of the Service without any right to refund.

**5.3 Professional Conduct and Host Company Relationship:** The Participant is solely responsible for their behaviour, performance, and adaptation during the internship. Kamaway® shall not be held liable for disciplinary actions, early termination, or any decision taken by the Host Company due to misconduct, lack of performance, absenteeism, or breach of internal rules. If the placement is terminated by the Host Company due to the Participant's misconduct, absenteeism, or breach of rules, Kamaway's obligations under this Agreement shall be deemed fully performed. In such cases, the Client shall not be entitled to any refund, nor shall Kamaway® be obligated to provide an alternative placement.

**5.4 Third-Party Decisions and External Factors:** Kamaway® shall not be held liable for decisions or actions taken by third parties or external factors, including but not limited to:

- a) Host Companies (e.g., cancellation, changes in supervision, modification of tasks).
- b) Educational institutions or sending centres.
- c) Government authorities (e.g., visa refusals, entry restrictions).
- d) Accommodation providers or external service suppliers.
- e) Events of force majeure or unforeseen circumstances (e.g., strikes, closures, health restrictions, natural events).

Such circumstances do not entitle the Client/Participant to a refund unless explicitly provided in Section IV.

**5.5 Limitation of Liability:** To the maximum extent permitted by law, Kamaway®'s liability shall be strictly limited to the amounts effectively paid by the Client for the specific Service contracted.

Kamaway® shall not, under any circumstances, be liable for:

- a) Loss of income, business, or academic opportunities;
- b) Personal expenses generated by the Participant or Client;
- c) Emotional distress, reputational damage, or indirect or consequential losses.

This limitation applies regardless of the cause and regardless of whether Kamaway® has been notified of the possibility of such damages.

**5.6 Documentation, Visa, and Legal Requirements:** Kamaway® may provide general guidance regarding documentation, but the Client/Participant is fully responsible for:

- a) Obtaining and maintaining a valid visa, residence permit, or any other required legal document;
- b) Ensuring the accuracy and validity of personal documentation;
- c) Complying with immigration laws, tax obligations, and administrative regulations.

Delays, refusals, or issues related to documentation shall not entitle the Client/Participant to refunds beyond what is specified in Section IV.

**5.7 Communications and Notifications:** All official communications related to the execution, modification, or cancellation of the Service must be made in writing to the email address provided during registration.

Communications shall be considered valid once sent, regardless of whether the Client/Participant has read them, provided they have been addressed to the last email on record.

### **5.8 Minors, Legal Responsibility, and Absence of Guardianship:**

The Service may include the placement of Participants who are under the age of eighteen (18), provided that all legal, academic, travel, and residency requirements applicable in both the sending and hosting countries are fully complied with.

Kamaway® does **not** provide legal guardianship, custody, or parental supervision services for minors. The Service is strictly limited to intermediation, coordination, follow-up, and mediation between the Participant and the Host Company, as expressly defined in this Agreement. These activities are provided equally to all Participants, regardless of age, and do **not** constitute legal responsibility for the minor.

In the case of minor Participants, **full legal responsibility** shall remain at all times with the sending institution, the Participant's legal parents or guardians, or a duly authorized accompanying adult (such as a teacher or designated representative), who must be formally appointed in writing. This responsibility includes, but is not limited to, travel authorization, accommodation requirements, medical consent, supervision outside the Host Company, and compliance with applicable local laws.

The Client expressly acknowledges and accepts that Kamaway® assumes **no liability whatsoever** arising from the minor status of the Participant, including any incident, legal requirement, or third-party condition related to the absence or role of a legal guardian at destination.

**5.9 Accommodation Rules, Third-Party Authority, and Termination:** Where accommodation is arranged through Kamaway®'s network of verified collaborators, the accommodation provider acts as an independent third party and establishes its own internal rules, house regulations, and conditions of stay.

The Candidate/Participant undertakes to comply fully with the accommodation provider's rules, including but not limited to conduct standards, noise policies, cleanliness requirements, guest restrictions, payment conditions, and respect for shared spaces.

The Client expressly acknowledges and accepts that the accommodation provider reserves the absolute right to terminate the accommodation immediately, without prior notice, in the event of serious misconduct, repeated rule violations, non-payment, damage to property, or behavior that disrupts other residents or staff.

Kamaway® does not act as an accommodation provider and assumes no responsibility for decisions taken by accommodation collaborators, including eviction, relocation, or modification of accommodation conditions. Any consequences arising from such termination, including the need to secure alternative accommodation, additional costs, or early departure, shall be borne exclusively by the Client and/or the Candidate. Termination of accommodation by the provider shall not entitle the Client to any refund of the Service fees paid to Kamaway®, nor shall it be considered a failure of the Internship Placement Service.

## **SECTION VI: GOVERNING LAW AND JURISDICTION**

**6.1 Applicable Law:** This Agreement shall be governed and interpreted in accordance with the laws of the Kingdom of Spain.

**6.2 Jurisdiction:** For the resolution of any dispute, controversy, or claim arising out of or in connection with this Agreement, the Parties expressly submit to the exclusive jurisdiction of the Courts and Tribunals of Spain, expressly waiving any other jurisdiction that may correspond to them.

**6.3 Language of Interpretation:** In the event of any discrepancy between different language versions of this Agreement, the **English version** shall prevail for interpretative purposes.