

## **Stride Funding Agreement - 2022**

## INCOME SHARE AGREEMENT

**NOTE: THIS AGREEMENT REQUIRES THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR CLASS ACTIONS. YOU SHOULD REVIEW SECTION 23 TO UNDERSTAND YOUR RIGHTS IN CONNECTION WITH ARBITRATION. YOU MAY OPT-OUT OF ARBITRATION BY FOLLOWING THE PROCEDURE SET FORTH IN SECTION 23. PLEASE READ THE ARBITRATION AGREEMENT CAREFULLY AS IT AFFECTS YOUR LEGAL RIGHTS IN THE EVENT OF A DISPUTE.**

This Income Share Agreement (“ISA” or “Agreement”) is made and entered into by and between «BwrFirstName» «BwrLastName» (“Obligor, “you”, or “your”), and Galvanize, Inc., including any successors or assigns (collectively, the “Company”), effective as of the date approved by Company (the “Effective Date”).

THIS IS A LEGAL CONTRACT. READ IT CAREFULLY BEFORE SIGNING. BY ENTERING INTO THIS AGREEMENT, YOU AGREE THAT IN RETURN FOR RECEIVING THE FUNDING CREDITED TO YOUR ACCOUNT WITH COMPANY TO FUND YOUR TRAINING COURSE, YOU WILL PAY A PORTION OF YOUR EARNED INCOME TO THE COMPANY IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THIS AGREEMENT. THIS AGREEMENT DOES NOT CONSTITUTE AN ASSIGNMENT OF WAGES. THE AMOUNT YOU MUST PAY UNDER THIS AGREEMENT IS NOT A FIXED AMOUNT. YOUR PAYMENT OBLIGATION IS CONTINGENT ON, AND SHALL VARY BASED ON, YOUR EARNED INCOME EACH MONTH, AS DESCRIBED IN THIS AGREEMENT.

In consideration of the Amount Financed provided on your behalf to support your Training Course, and subject to In consideration of the Amount Financed provided on your behalf to support your Training Course, and subject to all of the terms, covenants, promises, and conditions contained in this Agreement, you and the Company agree as follows:

### 1. KEY TERMS AND DEFINITIONS. For the purposes of this Agreement:

“Amount Financed” is the amount of money that the Company will, subject to satisfaction of all Conditions Precedent, as defined herein, credit to your account for your Training Course. Your Amount Financed for this Agreement is **\$17,880.00**.

“Approved Bank Account” means a bank account established by you with any financial institution designated or approved by the Processing Agent, such approval not to be unreasonably withheld. The Approved Bank Account shall not be a joint account, and shall be required to permit an integration with the Servicing Platform as to permit the Company to exercise its rights under Subsection 6(e)(i), herein, solely with regard to income and employment verification. You are not required, though you are permitted, to enroll in automatic debiting for your Approved Bank Account under this Agreement.

“Business Day” means all days Monday through Friday, with the exception of any United States Federal Holidays.

“Career Services Program” means the Company’s career services program as defined in the Galvanize Catalog. Under the Career Services Program you must, in addition to other requirements defined by the Career Services team, meet the following requirements: (i) develop an up-to-date professional resume, (ii) create and manage a professional digital presence on designated platforms, such as GitHub and LinkedIn; (iii) utilize the job tracking platform designated by the Company; and (iv) remain responsive to communications from the Company’s career services team.

“Company” means Galvanize, Inc., and its successors or assigns. All references to actions to be taken by the Company and / or notices to be provided by the Obligor to the Company, shall also be interpreted to include the Processing Agents.

“Derived Monthly Income” equals your annualized Earned Income for an entire calendar year divided by twelve (12).

“Deferred Month” means any Month that your Monthly Earned Income does not exceed the Minimum Income Threshold.

“Disability” means a determination by the Social Security Administration or other federal or state agency that you are disabled.

“Earned Income” means your total wages, compensation and gross income from self-employment reported or required to be reported on an income tax return. On an annual basis, for U.S. taxpayers, this includes: (a) the sum of Line 7 (Wages, salaries, tips, etc.), Line 12 (Business income or loss), and Line 21 (Other income) of IRS Form 1040; or (b) Line 1 (Wages, salaries, tips) of IRS Form 1040EZ, as reported or required to be reported on U.S. federal income tax returns. Earned Income also includes any non-cash consideration received or deemed earned by you, directly or indirectly, including, but not limited to, contributions to qualified and non-qualified deferred and/or equity compensation plans, income and distributions from your active participation in any entity, and equity rights or deferred compensation generated or attributable to the current period of your employment. If you file tax returns jointly with your spouse, your Earned Income shall not include any income earned solely by your spouse, as demonstrated by you to the Company’s satisfaction. For any non-U.S. taxpayers, Earned Income shall substantively mean the equivalent of the amount that would be calculated based on this definition if the taxpayer were a U.S. filer. At its discretion, the Company may estimate your Earned Income using documentation or sources other than your U.S. federal income tax return, provided that the documentation is another verifiable source acceptable to the Company. Company will specifically be permitted to, amongst other sources, use third party income verification and employment verification services to estimate your Earned Income.

“Employer” means any Person for which you provide services, either as an employee or as an independent contractor, and includes any Person required by IRS regulation to provide you with a Form W-2 or 1099-MISC. To the extent you are self-employed, as defined by the Internal Revenue Service, you would also be considered to be your Employer for the purposes of this Agreement.

“Enrollment Agreement” means the Enrollment Agreement between you and the Company confirming your enrollment in the Training Course, subject to the terms and conditions defined therein.

“Final Disclosure” shall have the meaning set forth in Section 26(a), herein.

“Forbearance” means any period during the Payment Term where the Company grants you a temporary pause in Monthly Payments due to the occurrence of specific hardships as defined in the Company’s servicing policy, or due to your election of such optional forbearance under Subsection 10(d), herein. With the exception of an optional forbearance under Subsection 10(d), herein, you may be eligible for up to a total of six (6) months of Forbearance, though a Forbearance period cannot be longer than three (3) continuous months at a time. During a Forbearance, you will not be required to make Monthly Payments. **Months you are in forbearance will extend your Maximum Payment Period on a one-for-one basis, and will not count towards your Maximum Monthly Payments.**

“Funding Date” means the date upon which the Company shall have credited your student account the full Amount Financed, in accordance with this Agreement.

“Grace Period” is the time between when you complete or otherwise separate from the Training Course and when the first Monthly Payment is due. **Your ISA has a Grace Period of three (3) months.**

“Implied APR Cap” means a limit on the total amount you may pay under this Agreement due to the Implied APR Limit. **The Implied APR Cap will be met if at any time during the Payment Term your cumulative total of all Monthly Payments reaches an amount that causes your Implied Annual Percentage Rate to equal the Implied APR Limit. If the Implied APR Cap is met, your Monthly Payments will immediately stop, subject to your payment of any owed and outstanding fees provided for herein.**

“Implied APR Limit” means 19.99%.

“Implied Annual Percentage Rate” reflects the cost of your Income Share Agreement as a yearly rate. The Implied Annual Percentage Rate will equal the monthly calculated internal rate of return for the initial Amount Financed credited to your account with the Company and all Monthly Payments actually paid by you under this Agreement.

“Income Share” refers to a fixed percentage of your Qualified Monthly Earned Income that you will owe to the Company each Month during the Payment Term, subject to your Qualified Monthly Earned Income being greater than or equal to the Minimum Income Threshold. **Your Income Share under this Agreement is 10.00%.**

“Maximum Monthly Payments” means the maximum number of Monthly Payments that you will pay to the Company under this Agreement, regardless of the total amount paid, subject only to the Multiple Payment Cap, the Implied APR Cap, and the Maximum Payment Period. The Maximum Monthly Payments equals **48 monthly Payments** under this Agreement.

“Maximum Payment Period” means **84 months from the beginning of your Payment Term**. The Maximum Payment Period is inclusive of any months where Monthly Payments are made as well as any months that are Deferred Months. The Maximum Payment Period will only be extended if you receive relief under a Forbearance, which will extend your Maximum Payment Period on a one-for-one monthly basis. The term “Maximum Payment Period” as used in this Agreement includes any extensions due to Forbearance.

“Minimum Income Threshold” equals **\$5,000** in Earned Income per Month, which is equivalent to **\$60,000** annually. This is the minimum amount of Monthly Earned Income you must earn to be required to make an Income Share payment to the Company in a given Month during the Payment Term. If, in any Month during the Payment Term, you make less than the Minimum Income Threshold, then no monthly payment is due, and that month is treated as a Deferred Month under the Agreement.

“Month” means any calendar month.

“Monthly Earned Income” means the amount of Earned Income you receive during any Month during the Payment Term. Monthly Earned Income will be based on total Earned Income received by you from all sources.

“Monthly Payment(s)” means the amount of your Qualified Monthly Earned Income times your Income Share.

“Multiple Payment Cap” means the maximum amount you will pay to the Company under this Agreement (excluding any fees provided for herein), regardless of your Earned Income, and irrespective of when such payments are made under this Agreement. For your ISA, **the Multiple Payment Cap equals 1.4x \$17,880, which is calculated by multiplying the Amount Financed you received from Stride by 1.4x.**

“Payment Satisfaction” has the meaning defined in Section 2 of the Agreement hereof.

“Payment Term” refers to the period during which you have a contingent obligation to make Monthly Payments, as provided under this Agreement. For the purposes of this Agreement, the Payment Term is **48 months** and begins upon the expiration of your Grace Period.

“Person(s)” means any individual, partnership, corporation, limited liability company, trust or unincorporated association, joint venture, or other entity or governmental body.

“Prepayment Amount” means payment or payments made by you to the Company that will extinguish your obligations under this Agreement prior to the end of the Payment Term. Early Termination Amount equals the (X) lesser of (A) the Multiple Payment Cap or (B) the Implied APR Cap, less (Y) the sum of all Monthly Payments already made at that time, plus (Z) any outstanding fees or other amounts that you may owe the Company under this Agreement.

“Pre-Training Course Work” means the course work assigned by the Company to the Obligor prior to the beginning of the Training Course.

“Processing Agent” has the meaning ascribed in Section 5 of the Agreement hereof. As of the Effective Date of this Agreement, the Processing Agent shall specifically include the Company’s ISA Provider, Stride Funding Inc., and the ISA servicer, Knowledge Finance.

“Qualified Income-Earning Month(s)” means a Month in which your Monthly Earned Income exceeds the Minimum Income Threshold.

“Qualified Monthly Earned Income” means your Monthly Earned Income in any Qualified Income-Earning Month.

“Reconciliation” has the meaning defined in Section 7 of the Agreement hereof.

“Servicing Platform” means any Company-approved interface provided, whether owned and / or operated by the Company, Stride Funding Inc., any Processing Agent, or a third-party technology provider that Company has designated to support ISA servicing under this Agreement. The Servicing Platform will provide the Company an ability to securely connect to Obligor’s bank account and payroll provider system, for purposes of income and employment verification.

“Training Course” means your eligible Training Course studying «Major», as offered by Galvanize.

2. **RIGHTS AND OBLIGATIONS UNDER THIS AGREEMENT.** Subject to satisfaction of the Conditions Precedent, as defined in Section 3 herein, and all other terms and conditions of this Agreement, the Company agrees to credit to your student account the Amount Financed to support your Training Course. In return, you agree to pay the Company Monthly Payments in any Month during the Payment Term where your Qualified Monthly Earned Income is above the Minimum Income Threshold. Your Payment Term will end upon Payment Satisfaction, which shall be defined as the earliest to occur of the following:
  - i. You are making a total number of Monthly Payments equal to the **Maximum Monthly Payments**; OR
  - ii. The sum of the amounts of your Monthly Payments (excluding any fees) equaling the lesser of the **Multiple Payment Cap** or the **Implied APR Cap**; OR
  - iii. The **Maximum Payment Period** ending, subject to any adjustments due to Forbearance.
3. **CONDITIONS PRECEDENT.** Notwithstanding anything to the contrary herein, the obligations of the Company to perform under this Agreement are conditioned upon ALL of the following:
  - i. **Certification.** The Company certifying the Obligor’s enrollment in the Training Course.
  - ii. **Minimum Amount Financed.** The Obligor requiring no less than \$7,500 under this Agreement.
  - iii. **Pre-Training Course Work.** The Obligor completing any Pre-Training Course Work assigned by the Company.
  - iv. **Certification of job search and participation in Company’s Career Services Program.** The Obligor certifying that they will seek and/or maintain full-time employment upon completion of the Training Course, and meaning fully participate in the career services program as directed by the Company.
  - v. **Lack of fraudulent activity.** The application, ISA contract documents, and all supporting documentation being free from any indication of fraudulent activity.
  - vi. **Approved Bank Account integration.** The Obligor successfully integrating the Approved Bank Account with the Servicing Platform.

The above references i through vi shall collectively be referred to as the “Conditions Precedent”, herein. For the avoidance of doubt, to the extent the Company determines that the Conditions Precedent has not been satisfied prior to the Funding Date, the Company shall notify the Obligor of its intent to cancel this Agreement, in accordance with Section 26(g), and within ten (10) Business Days of making such a determination. Upon delivery of notice to the Obligor, the Obligor shall be relieved of all obligations under this Agreement, except those specifically defined in Section 25. For the avoidance of doubt, any relief of obligations under this Section shall not affect those rights and obligations provided for under your Enrollment Agreement.

4. **RIGHTS OF OBLIGOR TO CANCEL.** Subject to the notice requirements detailed in this Section below, the Obligor shall have the right to cancel this Agreement at any time prior to the credit of the Amount Financed being applied to the Obligor’s student account with the Company, or, in the case of (iii) below, within three days of signing this Agreement, for the following reasons:
  - i. **Reduced need.** The Obligor no longer requires the Amount Financed due to alternative funding acquired through scholarships, gifts, grant, or other aid.
  - ii. **No longer pursuing Training Course.** The Obligor no longer intends to enroll in the Training Course.
  - iii. **No longer wishes to enter into the ISA.** The Obligor shall have three days from receipt of the Final Disclosure to cancel the Agreement for any reason or no reason.

The Obligor shall notify the Company of its intent to cancel this Agreement prior to the Funding Date, in accordance with Section 26(g). The Obligor should provide notice of its intent to cancel this Agreement as soon as reasonably

possible upon making such a determination. Upon timely delivery of notice to the Company prior to the Funding Date, the Obligor shall be relieved of all obligations under this Agreement, except those specifically defined in Section 25. For the avoidance of doubt, any relief of obligations under this Section shall not affect those rights and obligations provided for under your Enrollment Agreement.

- 5. PROCESSING AGENT.** You hereby consent to Stride Funding Inc., Knowledge Finance, or any other company acting as the agent of the Company, managing and processing all aspects of this Agreement, including but not limited to monitoring your Earned Income in your Approved Bank Account, processing payments, and performing Reconciliations. You further agree to cooperate with all requests made by the Company in connection with your compliance with terms and conditions of this Agreement, including by providing information, documents, and authorizations, as requested from time to time.
- 6. MAKING PAYMENTS FROM EARNED INCOME.**
- a. **Payment Term.** Your Payment Term will start immediately upon the expiration of your Grace Period. However, your obligation to make Monthly Payments will occur only in Qualified Income-Earning Months during the Payment Term, inclusive of any extensions thereto as provided for in Subsection 6(h), or as otherwise provided herein.
  - b. **Reporting of all Earned Income.** Upon your completion or separation from the Training Course and throughout the Payment Term, you agree to use the Servicing Platform to communicate: (i) all employment positions you accept including, if requested, a description of the business and products or services provided by each Employer and the nature of your position with each Employer; (ii) your base salary for each employment position; (iii) your projected annual gross Earned Income, and (iv) any supporting documentation to substantiate (i) through (iii) of this Subsection. You further agree during the Payment Term to update through the Servicing Platform any changes in your projected annual gross Earned Income within five (5) business days of any event giving rise to such change. Once per year, the Company will also ask you to validate your projected Earned Income; if, within thirty (30) days of such request you fail to provide the Company with such validation, the Company will assume that your Earned Income for the upcoming year has increased by 5%, and you shall be thereafter responsible for payments of your Income Share in accordance with such projected Earned Income, until you provide other verifiable documentation to confirm your Earned Income with the Company. If you do not provide the Company with any information to substantiate or estimate your earnings, or lack of earnings, the Company, in its sole discretion, will estimate your Monthly Earned Income to be \$7,916.67 (seven thousand nine-hundred and sixteen dollars and sixty-seven cents) for each effected month during the Payment Term.
  - c. **Monthly Payment Based on Projected Earned Income.** Based on the projected Earned Income you report to the Company, subject to Reconciliation as provided below, you shall pay the Company a Monthly Payment for each Month in which you have Qualified Monthly Earned Income. If you do not provide any documents to permit the Company to verify your Earned Income, as you have agreed to do under this Agreement, then the Company shall reserve the right to assume your Earned Income using other information available to the Company.
  - d. **Methods of Payment.** Prior to or upon commencement of the Payment Term, you agree to elect one of the following options for recurring Monthly Payments and any other payment(s) owed under this Agreement:
    - i. electronic fund transfers from your Approved Bank Account; or
    - ii. check from Approved Bank Account.You agree to execute authorizations and any other documentation necessary for the Company to implement your election.
  - e. **Withdrawal of Authorization for Preauthorized Electronic Funds Transfers.** You have the right at any time to revoke your prior authorization for electronic funds transfers, subject to providing the Company at least three (3) days' notice prior to a scheduled payment. Should you elect to do so, revocation will not relieve you of your obligation to make Monthly Payments or any other payment(s) hereunder. If at any time during the Payment Term your circumstances will not permit payment of the Monthly Payment through electronic funds transfers from your Approved Bank Account, you may contact the Company to request a reasonable alternative method of payment of your Monthly Payment, which the Company may or may not accept in its sole discretion.
  - f. **Approved Bank Account.** You agree that, prior to receiving any Earned Income, you will establish an Approved Bank Account with a financial institution designated or approved by the Company in writing, and also will permit integration of the Approved Bank Account with Servicing Platform as necessary to permit the Company to track your Earned Income, monitor account activity and balances, perform Reconciliations and, if elected by

you, process and withdraw your Monthly Payments from your Approved Bank Account. You further agree to provide details of the Approved Bank Account as the Company may reasonably request from time to time. If, for any reason (e.g., a change in your employment or address), you would like to change your Approved Bank Account, you agree to give the Company prior notice of the requested change and such details for the proposed replacement account as the Company may reasonably request. The proposed replacement account shall be subject to the Company's prior approval. If at any time during the Payment Term you change the password to your Approved Bank Account or otherwise take any action that alters the ability of the Company to access your Approved Bank Account, you agree to give the Company prompt notice of the change and to comply with all requests of the Company to integrate the new Approved Bank Account with the Servicing Platform.

- g. **Deposit of all Earned Income into Approved Bank Account.** You agree that during the Payment Term you shall, for the purposes of permitting the Company to verify your earnings, deposit all Earned Income received by you from any and all sources directly into your Approved Bank Account. If you are employed, you agree to take all necessary steps within your control, to cause your Employer to arrange for the direct deposit of all of your Earned Income to your Approved Bank Account. Your refusal or failure to establish the Approved Bank Account or to permit integration with the Servicing Platform shall not relieve you of any of your obligations under this Agreement.
- h. **Payment Deferrals and Extensions of Payment Term.** the Company shall place your ISA in deferment status and you will not be required to make payments for any Deferred Months, until such time as your Monthly Earned Income exceeds, or is deemed to exceed the Minimum Income Threshold (as determined by Reconciliation, as described herein), at which time your obligation to make Monthly Payments shall be reinstated.
- i. **Survival of Obligations.** Expiration of the Payment Term only terminates your obligation to make Monthly Payments from Qualified Monthly Earned Income. However, it does not terminate this ISA or any continuing obligations you may have to the Company pursuant to this ISA or your Enrollment Agreement, including but not limited to the obligation to make additional payments if the Company determines that you underreported your Earned Income or to the extent that payments originally owed under this Agreement were not made in full.

7. **RECONCILIATION.** From time to time during the Payment Term, and for a period of one (1) year following the end of the calendar year in which the Payment Term expires ("Reconciliation Period"), the Company shall have the right to examine and audit your records pertaining to your employment and to verify your Earned Income at any point or points during the Payment Term to ensure that you have properly reported or projected your Earned Income and to verify that the Company has properly calculated and deducted Monthly Payments and other payment(s) owing hereunder ("Reconciliation"). You agree to cooperate with the Company in the Reconciliation process.

- a. **Confirmation of Earned Income and Employment.** To permit the Company to perform Reconciliation, you agree that you shall, within thirty (30) days of request:
  - i. verify your Earned Income as reported to the IRS by completing and delivering to the Company an IRS Form 4506-T or Form 4506T-EZ (or any successor form) or, at the Company's option, provide a true and accurate copy of your federal tax return as submitted to the IRS for any calendar year of the Payment Term;
  - ii. validate that you have integrated your accounts into the Servicing Platform such that the Company may validate your employment and earnings via integration to your Approved Bank Account and / or payroll provider; and
  - iii. provide such other documentation including, without limitation, pay stubs, Form W-2s, Form 1099, Schedule K-1s, offer letters, self-employment contracts, consulting agreements, or other verifiable sources and summaries of any non-written or oral non-cash consideration, equity or deferred compensation arrangements as may be reasonably requested by the Company.
- b. **Underreported Earned Income.**
  - i. If at any time during the Payment Term, whether intentionally or unintentionally, you fail to report, or underreport, your Earned Income, resulting in one or more deferred Monthly Payments, or one or more lower Monthly Payments than the Company is entitled to receive under this Agreement, the Company shall give you notice within ten (10) business days of completion of the Reconciliation of the amount of the underpayment and reasonable documentation of the underpayment calculation. You agree to pay the Company the aggregate amount of the underpayment within thirty (30) days of receiving such notice. If you do not pay on time, the Company may exercise its

legal rights to collect such underpayment. In that case, you agree to pay the Company's reasonable costs of collection, including attorney fees.

- ii. If a Reconciliation shows that your Derived Monthly Income for any Month was more than the amount of Monthly Earned Income you reported for such month, your Monthly Earned Income for that Month shall be deemed to equal the Derived Monthly Income, and any additional amounts payable to the Company will be subject to recapture pursuant to clauses (i) above, as the case may be.

c. **Overreported Earned Income.**

- i. If at any time during the Payment Term, for any reason, you overreport your Earned Income, resulting in larger Monthly Payments than the Company is entitled to receive under this Agreement, you will have the right to notify the Company of this and provide any documentation that the Company may reasonably request to verify your claim of overpayment. If, after Reconciliation, the Company agrees that you overreported your Earned Income, the Company will correct the error by refunding the amount of the overpayment to your Approved Bank Account in a single payment or by equal payments over a period not to exceed thirty (30) days.
- ii. If the Payment Term ends prior to correction of any overage in payments, as determined by Reconciliation, the Company shall pay you the balance of any remaining overpayment within thirty (30) days of the end of the Payment Term.

- d. **Extension of Time for Reconciliation.** If you should file for an extension of the time to file your federal income tax returns or if you fail to provide us with the requested tax, Employer or Earned Income information or you do not otherwise reasonably cooperate with us, for purposes of Reconciliation, then the Reconciliation Period shall be extended on a day-for-day basis for the period of time equal to the time you failed to provide the requested information or you obtained by filing the extension. It is the intent of this provision that the Reconciliation Period shall be extended so that the Company has a full and reasonable opportunity to perform Reconciliation and so that you may not benefit from your failure to comply with your obligations or obtaining an extension.

**8. CAP ON PAYMENTS; PREPAYMENT AMOUNT.**

- a. **Payment Cap.** The sum of all Monthly Payments you pay under this Agreement will not exceed the lesser of the Multiple Payment Cap or the Implied APR Cap.
- b. **Prepayment Amount.** You may at any time satisfy in full your financial obligations to the Company under this Agreement by paying an amount equal to the Prepayment Amount, which is calculated by subtracting your total payments from the lesser of the Multiple Payment Cap or the Implied APR Cap, plus any unpaid fees (described in Section 9 below).

**9. FEES.** The following fees shall apply, subject to applicable law:

Fee type	Fee description	Fee amount
Late Payment Fee	A fee may be charged if you do not make any payment under this ISA on or before the 10 <sup>th</sup> day after the due date. Any payment received after 5:00 PM Eastern time on given date is deemed received on the next Business Day.	\$10
Returned Payment Fee	A fee charged if any payment is returned or fails due to non-sufficient funds ("NSF") in your account or for any other reason.	\$20, or the maximum permitted under state law, whichever is less
Income Documentation Fee	A fee charged if Obligor fails to timely provide required income verification documentation as provided for in Subsections 6(b) and 7(a), and Section 13, herein	\$30

**10. ADDITIONAL PROVISIONS AFFECTING PAYMENTS.**

- a. **Limit on Other Income Share Agreements.** You agree that you have not and will not enter into additional income share agreements or similar arrangements with the Company or any other Person that, in the aggregate, obligate you to pay a total Income Share exceeding 20% of your Earned Income.



- b. **International Work.** If you move out of the United States during your Payment Term, you agree to continue to report Earned Income and to continue paying your Income Share of Qualified Monthly Earned Income. You shall not be in breach of this Agreement so long as you continue to make the required Monthly Payments.
- c. **Waiver of ISA Due to Death or Total and Permanent Disability.** We will waive what you owe under this Agreement, including any past due amounts, if you die or become disabled. If you would like to assert a waiver based on disability, you will need to provide documentation showing that you have been found to be permanently disabled by the Social Security Administration or other federal or state agency due to a condition that began or deteriorated after the Effective Date.
- d. **Optional Forbearance in the Case of Active-Duty Military Service.** If you are not currently an active duty servicemember and you either become an active duty servicemember or are called to active duty from a non-active duty status, you should contact us immediately because you may have additional rights under the Servicemembers Civil Relief Act (the "SCRA"), codified at 50 U.S.C. § 3901 *et seq.* Though it is unclear if the SCRA applies to this Agreement, if you would qualify as a "servicemember" entitled to relief under the interest rate limitations of the SCRA (50 U.S.C. § 3937), then during the "period of military service," you will be entitled to, at your sole discretion, choose among the following options during your period of military service (i) continue your existing obligations under this Agreement as currently defined, or (ii) you will make no payments and your term extends for a period of time equal to the term of your military service and while you prepare to return to school following your active duty and this extension will be count toward the Maximum Payment Period; or (iii) reducing your payments to an amount determined by a six percent (6%) interest rate shadow loan whose amortization schedule depends on the timing of this selection. If you do not make a selection, we will default you to option (ii) and you will make no payments during the term of your military service. You shall provide any documentation that we reasonably request to establish your eligibility or continued eligibility for benefits under this Section.
- e. **Obligation in Event of Withdrawal or Dismissal.** If, for any reason, you withdraw or are dismissed from the Training Course and receive a tuition refund based on state law or school policy, you will be entitled to a reduction in (i) the length of the Payment Term, and (ii) the Amount Financed, in accordance with the amount of tuition and fees still owed under your Enrollment Agreement. You agree to provide the Company prompt notice of your withdrawal from the Training Course and the effective date of your withdrawal.
- f. **Marriage.** If you are married or get married, you agree to document your income separately from your spouse's and to provide us with the necessary documentation to calculate your individual Earned Income. If you are married and live in Wisconsin on the date you sign this ISA or during the term hereof, your signature on this ISA confirms that any financial obligation incurred as a result of this ISA is being incurred in the interest of your marriage or family. If you are married and live in Texas on the date you sign this ISA or during the term hereof, you agree to hold your Earned Income in a separate bank account from your spouse.

**11. REVIEW OF YOUR TAX RETURNS.** For the tax year in which your Payment Term begins through the tax year in which your Payment Term (including any extensions) ends, you agree to file your U.S. federal income tax returns no later than April 15 of the following year, and to timely file any state or local tax returns by the due date. You agree to notify the Company of any extension you seek for filing federal income tax returns. Moreover, upon request, you agree to sign and file IRS Form 4506-T or Form 4506T-EZ (or any successor form) within thirty (30) days of request, designating the Company as the recipients of the transcripts of your tax returns covering any and all years of your Payment Term. You agree to perform any similar requirements or procedures for any other country's taxing authority, as applicable.

**12. TAX REPORTING.** Upon the maturity or termination of this ISA, if the aggregate amount of cash you received from us is greater than the aggregate sum of the payments you made to us during your Payment Term, you may be required to recognize ordinary income equal to the difference between the amount of cash received from us and the sum of the payments you made to us. **The Company urges you to consult with your tax advisors about the potential consequences of such reporting.**

**13. COVENANTS AND REPRESENTATIONS OF OBLIGOR.** By entering into this Agreement, you represent, warrant and promise to the Company as follows:

- a. that you are entering into this Agreement in good faith and with the intention to pay the Company the Monthly Payments when due;

- b. that all the information you have provided to the Company in connection with entering into this Agreement is true and accurate and that you have not provided any false, misleading or deceptive statements or omissions of fact;
- c. that you are not subject to an active bankruptcy proceeding or contemplating bankruptcy, and you have not consulted with an attorney regarding bankruptcy in the past six months;
- d. that you are either, (1) a U.S. citizen, legal permanent resident or DACA recipient, (2) you have a valid social security number and the legal right to work in the United States or (3) you are present in the United States under Temporary Protected Status ("TPS") and have a valid and current employment authorization document;
- e. that you will make reasonable and good faith efforts to seek and/or maintain full-time employment immediately following completion of the Training Course and during all times during the Payment Term that you are not employed or that you have Earned Income less than the Minimum Income Threshold;
- f. during the Payment Term, you will timely report to the Company any changes in your Employment status;
- g. during the Payment Term, you will not conceal, divert, defer or transfer any of your Earned Income (including but not limited to any non-cash consideration, equity or deferred compensation rights granted to you) for the purpose of avoiding or reducing your Monthly Payment obligation or otherwise;
- h. that you will timely and fully provide all information and documentation required under the terms and conditions of this Agreement or as reasonably requested by the Company (including any assignee of the Company) and/or Stride Funding, Inc., and that such information or documentation shall be true, complete, and accurate;
- i. that during the Payment Term you will timely file all federal, state or local tax returns and reports as required by law, which shall be true and correct in all material respects, that you will report all of your Earned Income on such returns, and that you shall pay all federal, state or local taxes and other assessments when due;
- j. that you shall keep accurate records relating to your Earned Income for each year of your Payment Term, including all W-2s, Form 1099s, Schedule K-1s, pay stubs, and any invoices or payments relating to self-employment and consulting services you provide; and
- k. that you will retain all such records for a period of at least two (2) years following the date you fulfill all your payment obligations under this Agreement.

Should you breach any of these covenants, the Company shall reserve the right to adjust the terms of this Agreement, as explicitly provided for in Section 15, herein.

**14. COVENANTS AND REPRESENTATIONS OF THE COMPANY.** The Company represents, warrants, and promises as follows:

- a. **Confidentiality.** The Company agrees that all non-public employment or financial information of Obligor and any non-public records or information provided to Company or its Processing Agents pursuant to this Agreement is personal and confidential information. The Company and its Processing Agents agree not to, directly or indirectly, disclose, publish, cause to be disclosed or published, or use personal or financial information concerning you or your Employer for any purposes other than (i) as expressly authorized herein or as separately agreed to by you, (ii) as incidental to performance of this Agreement, (iii) to enforce its rights under this Agreement, or (iv) as permitted by Sections 19 and 21 hereof.
- b. **Security.** The Company and its Processing Agents shall use and maintain commercially reasonable security controls so as to prevent any unauthorized access to or use any personal and confidential information of Obligor.

**15. BREACH AND REMEDIES.**

- a. **Breach.** Without prejudice to Company's other rights and remedies hereunder, and subject to applicable law, the Company may deem you to be in breach under this Agreement upon any of: (i) your failure to make any Monthly Payment within ninety (90) days of the due date; (ii) your failure to provide documentation of your Earned Income within ninety (90) days of the due date; (iii) your failure to provide the Company with a completed and executed IRS Form 4506-T, your social security number, or the name of your Employer(s) within ninety (90) days of the Company's request; (iv) your failure to provide details of and confirm ownership of your Approved Bank Account within ninety (90) days of receiving written notice from Processing Agent or the Company of such failure; (v) your failure to provide documentation including, without limitation, copies of your federal tax returns, pay stubs, Form W-2s, Form 1099s, Schedule K-1s, offer letters, self-employment contracts, consulting agreements, or other verifiable sources, and summaries of any non-cash consideration, equity, or deferred compensation arrangements as may be

reasonably requested by the Company, pursuant to this Agreement; or (vi) your violation of any other provision, representation, or covenant in this Agreement that impairs the Company's rights, including but not limited to, the receipt of information that the Company deems, in its sole discretion, to be materially false, misleading, or deceptive.

- b. **Remedies upon Breach.** Subject to applicable law (including any notice or cure rights provided under applicable law), upon breach, and subject to Section 22 hereof, the Company shall be entitled to: **(i) collect the amount that the Company would have been owed if the Obligor had paid the Company the monthly Income Share multiplied by the Earned Income for each Month during the Payment Term; (ii) enforce all legal rights and remedies in the collection of such amount and related fees (including any rights available to the Company to garnish wages or set off any federal or state tax refund); or (iii) utilize any combination of these remedies.** Notwithstanding the forgoing, you agree to pay the Company's costs of collection to the extent permitted by applicable law, including reasonable attorney fees, collection fees charged by a taxing authority for tax refund set-off, and any other fees or costs (including the Company's fees and costs due to your bankruptcy or insolvency, if applicable).
- c. **Equitable Remedies.** If the Company concludes that money damages are not a sufficient remedy for any particular breach of this Agreement, then the Company shall be entitled to seek an accounting, as well as injunctive or other equitable relief to the fullest extent permitted by applicable law. Such remedy shall be in addition to all other legal or equitable remedies available to the Company.

**16. RETAINED RIGHTS.** No breach or the termination of this Agreement will affect the validity of any of your accrued obligations owing to the Company under this Agreement. Notwithstanding termination of the Payment Term, the Company shall retain all rights to enforce your obligations under this Agreement, including the right to receive the full amount of your Income Share owing hereunder based on your Earned Income during the Payment Term.

**17. ELECTRONIC DELIVERY.** The Company and its Processing Agents may decide to deliver any documents or notices related to this Agreement by electronic means. You agree to receive such documents or notices by electronic delivery to the email address provided to the Company or its Processing Agents, and to participate through an on-line or electronic system established and maintained by the Company or its Processing Agents.

**18. PERMITTED COMMUNICATIONS.** The Company and its Processing Agents may use an automatic dialer to place calls or send text messages, or use electronic mail, to communicate with you about payment due dates, missed payments, and other important information, and may use an artificial or prerecorded voice in connection with such communications. You hereby consent to such communications at any telephone number or email address that you provide the Company or Processing Agents, now or in the future. To the maximum extent allowable by law, you agree that the Company and/or Processing Agents will not be liable to you for any such communications, even if information is communicated to an unintended recipient. You understand that, when you receive such communications, you may incur a charge from your wireless or internet service providers. You agree that the Company and/or Processing Agents shall have no liability for such charges. You also agree that the Company and/or Processing Agents may record any telephone conversations with you.

You may withdraw your consent to receive emails or telephone calls or text messages using an automatic dialer or an artificial or prerecorded voice by sending notice by email to support@stridefunding.com (or such other email address as the Company may provide to you from time to time) or by submitting a secure message via stride.knowledgefinance.com. The notice must include (i) your name and address, (ii) your cellular telephone number(s), and (iii) your account number, if applicable; and shall expressly state that you are revoking your consent under this Agreement for the Company to email or place calls and send text messages to you using an automatic dialer or artificial or prerecorded voice.

**19. CONSENT TO CREDIT AND INCOME VERIFICATION; CREDIT REPORTING; OBLIGOR INFORMATION.**

- a. In connection with the provision of the Amount Financed for the Training Course defined herein, and by entering into this Agreement, you authorize the Company and/or Processing Agents to obtain your credit report, verify the information that you provide to the Company and/or Processing Agents, and gather such additional information that the Company and/or Processing Agents reasonably determines necessary to help assess and understand your ability to perform your obligations under this Agreement. You understand that the Company or Processing Agents may verify your information and obtain additional information using a number of sources, including but not limited to, consumer reporting agencies, third party databases, past and present employers, other school registrars, public sources, and personal references

provided by you. Upon your request, you will be notified whether or not the Company obtained your credit report and, if so, the name and address of the consumer reporting agency that furnished the report. You further authorize the Company to share your credit report and information therein with its assigns or affiliates (including but not limited to its parents, investors, and lenders), which the Company will do using reasonable data security procedures.

- b. You authorize the Company and Processing Agents (including, but not limited to, Stride) to report information about this Agreement to credit bureaus. We may inform credit bureaus about your positive payment behavior when you make payments as agreed. However, this also means that late payments, missed payments, or other breaches of this Agreement may be reflected in your credit report. As of the Effective Date hereof, the Company is not reporting your behaviors under this Agreement to credit reporting agencies. If, at any point during this Agreement, a credit reporting agency accepts reporting of consumer behaviors under income share agreements such as this Agreement, it is the Company's intent to report your behaviors under this Agreement to the credit reporting agencies.
- c. You authorize the Company and Processing Agents to use any and all information provided by you, and any data derived from such information, for any purpose, including, without limitation, creation of any additional products or services derived therefrom. You disclaim any proprietary or monetary interest in any such additional products or services.
- d. **CALIFORNIA RESIDENTS:** You have the right to prohibit the use of information contained in your credit file in connection with transactions not initiated by you. You may exercise this right by notifying the consumer credit reporting agency. If the Company or Processing Agents takes any adverse action as defined by Section 1785.3 of the California Civil Code and the adverse action is based, in whole or in part, on any information contained in a consumer credit report, you have the right to obtain within 60 days a free copy of your consumer credit report from the consumer reporting agency who furnished the Company or Processing Agents with your consumer credit report and from any other consumer credit reporting agency which compiles and maintains files on consumers on a nationwide basis. You have the right as described in Section 1785.16 of the California Civil Code to dispute the accuracy or completeness of any information in the consumer credit report furnished by the consumer credit reporting agency. As required by California law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations.
- e. **NEW YORK RESIDENTS:** You understand and agree that the Company and Processing Agents may obtain a consumer credit report in connection with this Agreement and in connection with any updates, renewals, or extensions for any credit as a result. If you ask, you will be informed whether or not such a report was obtained and, if so, the name and address of the agency that furnished the report. You also understand and agree that we may obtain a consumer credit report in connection with the review or collection of any debt made to you as a result of this Agreement or for other legitimate purposes related thereto. If any debt incurred on your account is ever in default, that fact may become a part of your credit record.

**20. CUSTOMER IDENTIFICATION POLICY.** To help the government fight the funding of terrorism and money laundering activities, the Company and Processing Agents will obtain, verify, and record information identifying you. When you enter into this Agreement, the Company and Processing Agents reserve the right to ask for your name, address, date of birth, social security number, and other information that will allow the Company and Processing Agents to identify you. the Company and Processing Agents may also ask to see your driver's license or other identifying documents.

**21. DATA.** You hereby consent to the Company and Processing Agent's use of information or data (collectively, "Data") provided by or concerning you: (a) to collect and analyze the Data and any other data relating to the provision, use, and performance of this Agreement, the Servicing Platform and related systems and technologies; (b) to use the Data to improve and enhance the Servicing Platform or for other development, diagnostic, and corrective purposes in connection with this Agreement or any other business of the Company; (c) to share the anonymized Data with our servicing and employer partners for the purposes of helping you or other students obtain employment; (d) to use the Data for the creation of any additional products or services derived therefrom; and (e) to disclose such information and data solely in aggregate or other de-identified form in connection with the Company's businesses. The Company and Processing Agents shall own any data derived from or based upon the Data in conjunction with the foregoing rights.

**22. NOTICE AND CURE.** Prior to initiating any legal action or other proceeding regarding any past, present or future claim, dispute, or controversy, the Company or Obligor may have against the other, regardless of the legal theory on which it is based, arising out of, relating to or occurring in connection with this Agreement (a "Claim"), the party asserting the

Claim shall give the other party written notice of the Claim and a reasonable opportunity, not less than thirty (30) days, to resolve the Claim. The notice must explain the nature of the Claim and the relief demanded by the party asserting it. If the Company is asserting the Claim, the Company will send such notice to you at your address appearing in our records or, if you are known to be represented by an attorney, to your attorney at his or her office address. The party asserting the Claim must reasonably cooperate in providing any information about the Claim that the other party reasonably requests. The provisions of this Section shall survive termination of this Agreement.

**23. ARBITRATION OF CLAIMS AGAINST THE COMPANY. EXCEPT AS EXPRESSLY PROVIDED BELOW, AND TO THE EXTENT PERMITTED BY LAW, OBLIGOR AGREES THAT ANY CLAIM AGAINST THE COMPANY SHALL BE SUBMITTED TO AND RESOLVED BY BINDING ARBITRATION UNDER THE FEDERAL ARBITRATION ACT (“FAA”), 9 U.S.C. §§1 *ET SEQ.*, BEFORE THE AMERICAN ARBITRATION ASSOCIATION (“AAA”) UNDER ITS CONSUMER ARBITRATION RULES THEN IN EFFECT (THE “AAA RULES”, AVAILABLE ONLINE AT WWW.ADR.ORG). IF THE AAA IS UNABLE TO SERVE AS ADMINISTRATOR AND THE COMPANY AND OBLIGOR CANNOT AGREE ON A REPLACEMENT, A COURT WITH JURISDICTION WILL SELECT THE ADMINISTRATOR OR ARBITRATOR. THIS MEANS THAT ANY CLAIM YOU HAVE SHALL BE RESOLVED BY A NEUTRAL THIRD-PARTY ARBITRATOR, AND NOT BY A JUDGE OR A JURY, AND YOU HEREBY KNOWINGLY AND VOLUNTARILY WAIVE THE RIGHT TO TRIAL ON SUCH CLAIM BY ANY COURT OF LAW OR EQUITY.** For purposes of this Arbitration Agreement: (a) the term “Claim” has the broadest possible meaning, and includes initial claims, counterclaims, crossclaims and third-party claims. It includes disputes based upon contract, tort, consumer rights, fraud and other intentional torts, constitution, statute, regulation, ordinance, common law and equity (including any claim for injunctive or declaratory relief). For purposes of this Arbitration Agreement; (b) the term “Company” includes: (i) Galvanize, Inc.; (ii) the Processing Agent(s), (iii) any assignee of this Agreement; (iv) any assignee, agent, designee or servicer of Galvanize, Inc. (including, but not limited to, Stride); (v) the officers, directors, employees, affiliates, subsidiaries, and parents of all of the foregoing; and (vi) any Person named as a co-defendant with any of the foregoing in a Claim asserted by Obligor, such as servicers and debt collectors. Notwithstanding the foregoing, if a Claim that Obligor wishes to assert against the Company is cognizable in a small claims court (or your state’s equivalent court) with jurisdiction over the Claim and the parties, Obligor or the Company may pursue such Claim in such court; provided, however, that if the Claim is transferred, removed, or appealed to a different court, it shall then be resolved by arbitration, as provided herein. Moreover, any dispute concerning the validity or enforceability of this Arbitration Agreement must be decided by a court; any dispute concerning the validity or enforceability of this Agreement is for the arbitrator.

- Any arbitration hearing that you attend will take place before a single arbitrator and shall be held in the same city as the U.S. District Court closest to your address. If you cannot obtain a waiver of the AAA’s or arbitrator’s filing, administrative, hearing and/or other fees, the Company will consider in good faith any request by you for the Company to bear such fees. Each party will bear the expense of its own attorneys, experts and witnesses, regardless of which party prevails, unless applicable law or this Agreement provides a right to recover any of those fees from the other party.
- The arbitrator shall follow applicable substantive law to the extent consistent with the FAA, applicable statutes of limitation and privilege rules that would apply in a court proceeding, but subject to any limitations as may be set forth in this Agreement.
- This Arbitration Agreement shall survive the termination of this Agreement, your fulfillment of your obligations under this Agreement, and bankruptcy or insolvency by either party (to the extent permitted by applicable law). In the event of any conflict or inconsistency between this Arbitration Agreement and the administrator’s rules or other provisions of this Agreement, this Arbitration Agreement will govern.

**CLASS ACTION WAIVER: TO THE EXTENT PERMITTED BY LAW, IF A CLAIM IS ARBITRATED, OBLIGOR WILL NOT HAVE THE RIGHT TO PARTICIPATE IN A CLASS ACTION, A PRIVATE ATTORNEY GENERAL ACTION, OR OTHER REPRESENTATIVE ACTION IN COURT OR IN ARBITRATION, EITHER AS A CLASS REPRESENTATIVE OR CLASS MEMBER.** Further, unless both Obligor and the Company agree otherwise in writing, the arbitrator may not join or consolidate Claims with claims of any other Persons. The arbitrator shall have no authority to conduct any class, private attorney general, or other representative proceeding, and shall award declaratory or injunctive relief only to the extent necessary to provide relief warranted by the Claim. If a determination is made in a proceeding involving the Company and Obligor that the class action waiver is invalid or unenforceable, only this sentence of this Arbitration Agreement will remain in force and the remainder of this Arbitration Agreement shall be null and void, provided that the determination concerning the class action waiver shall be subject to appeal.

**RIGHT TO REJECT:** You may reject this Arbitration Agreement by emailing a rejection notice to the Company at support@stridefunding.com (or such other email address as the Company may provide to you from time to time) within thirty (30) days after the Effective Date. Any rejection notice must include: (i) your name and address; (ii) your cellular telephone number(s); (iii) your account number, if applicable; and shall state that you are rejecting the Arbitration Agreement in this Agreement. Any rejection of this Arbitration Agreement will not affect any other provisions of, or your obligations under, this Agreement.

If you are covered by the Military Lending Act, (i) then you are not bound by the Dispute Resolution/Arbitration Provisions of this Section 23, and (ii) notwithstanding anything to the contrary in this Agreement, to the extent covered by the Military Lending Act, nothing in this Agreement will be deemed a waiver of the right to legal recourse under any otherwise applicable provision of state or federal law.

**24. LIMITATION OF LIABILITY.** EXCEPT TO THE EXTENT CAUSED BY THE WILLFUL MISCONDUCT OF THE COMPANY, COMPANY SHALL NOT BE LIABLE TO OBLIGOR FOR LOSS OF EMPLOYMENT, LOST INCOME OR PROFITS, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, INDIRECT, OR SPECIAL DAMAGES, EVEN IF ADVISED BY OBLIGOR OF THE POSSIBILITY OF SUCH DAMAGES. THE PROVISIONS OF THIS SECTION SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

**25. SURVIVAL OF CERTAIN PROVISIONS.** Notwithstanding anything to the contrary in this Agreement, the provisions of Sections 1 (Key Terms and Definitions), 3 (Conditions Precedent), 4 (Rights of Obligor to Cancel), 5 (Processing Agent), 7 (Reconciliation), 12 (Tax Reporting), 13 (Covenants and Representations of Obligor), 15 (Breach and Remedies), 16 (Retained Rights), 17 (Electronic Delivery), 18 (Permitted Communications), 22 (Notice and Cure), 23 (Arbitration of Claims Against the Company), 24 (Limitation of Liability), 25 (Survival of Certain Provision), and 26 (General Provisions) shall survive termination of this Agreement, your fulfillment of your obligations under this Agreement, and bankruptcy or insolvency of either party (to the extent permitted by applicable law).

**26. GENERAL PROVISIONS.**

- a. **Entire Agreement.** This Agreement, inclusive of the Income Share Agreement (ISA) Approval Disclosure and Final Disclosure, sets forth the entire agreement and understanding of the Parties relating to the subject matter herein and supersedes all prior or contemporaneous discussions, understandings and agreements, whether oral or written, between you and us relating to the subject matter hereof. In the event of any inconsistency between this document and the Final Disclosure, or between the Final Disclosure and the other Disclosures, the Final Disclosure controls.
- b. **Amendments.** This Agreement cannot be modified or amended except with the written consent of both Parties.
- c. **No Waivers.** No delay or failure on the part of either Party to require performance of any provision of this Agreement shall constitute a waiver of that provision as to that or any other instance.
- d. **Successors and Assigns.** The Company (and any Person that acquires a majority interest of the equity of the Company or substantially all of its assets), may sell or assign this Agreement or any of our rights, economic benefits, or obligations under this Agreement, to any Person without your permission or consent. However, you may not assign this Agreement, whether voluntarily or by operation of law, or any of your rights, economic benefits (including but not limited to the Training Course), or obligations under this Agreement, except with the Company's prior written consent and any such attempted assignment without our consent shall be null and void. Except as otherwise provided in this Agreement, this Agreement, and the rights and obligations of the parties hereunder, will be binding upon and inure to the benefit of their respective successors, assigns, heirs, executors, administrators and legal representatives.
- e. **Severability.** Except as set forth in the in Section 23 (Arbitration of Claims Against The Company), if one or more provisions of this Agreement are held to be unenforceable under applicable law or the application thereof to any Person or circumstance shall be invalid or unenforceable to any extent, then (i) such provision shall be excluded from this Agreement to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable, (ii) the balance of this Agreement shall be interpreted as if such provision were so excluded and (iii) the remainder of this Agreement shall be enforceable in accordance with its terms.
- f. **Governing Law.** The validity, interpretation, construction and performance of this Agreement, all acts and transactions pursuant to this Agreement, and the rights and obligations of the Parties under this Agreement shall be governed by, construed, and interpreted in accordance with the laws of the State of Delaware, without giving effect to principles of conflicts of law.

- g. **Notices.** Any notice, consent, demand or request required or permitted to be given under this Agreement shall be in writing and, except as otherwise provided, shall be deemed sufficient: (i) when sent by email from you to the Company, at support@stridefunding.com or to such other email address as the Company may provide to you from time to time, and (ii) when sent by the Company to you via email at the email address you last provided to the Company.
- h. **Execution; Electronic Transactions.** This Agreement may be executed electronically or manually. Execution may be completed in counterparts (including both counterparts that are executed on paper and counterparts that are electronic records and executed electronically), which together shall constitute a single agreement. Any copy of this Agreement (including a copy printed from an image of this Agreement that has been stored electronically) shall have the same legal effect as an original.
- i. **ANY HOLDER OF THIS INCOME SHARE AGREEMENT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH YOU COULD ASSERT AGAINST THE COMPANY PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY YOU SHALL NOT EXCEED AMOUNTS PAID BY YOU HEREUNDER.**
- j. **Notice to Obligor: (1) Do not sign this agreement before you read it or if it contains any blank spaces to be filled in. (2) You are entitled to a completely filled-in copy of this agreement. (3) You can prepay the full amount due under this agreement at any time. (4) If you desire to pay off in advance the full amount due, the amount which is outstanding will be furnished upon request.**

**VERIFICATION OF REVIEW AND INDEPENDENT DECISION TO ENTER INTO ISA**

BY SIGNING BELOW, OBLIGOR ACKNOWLEDGES AND AGREES THAT THIS AGREEMENT IS ENTERED INTO VOLUNTARILY AND AS AN ARMS-LENGTH TRANSACTION. OBLIGOR FURTHER ACKNOWLEDGES AND AGREES WITH EACH OF THE FOLLOWING: (I) THAT I AM OF LEGAL AGE TO EXECUTE THIS AGREEMENT; (II) THAT I HAVE HAD THE OPPORTUNITY TO READ THIS AGREEMENT AND TO REVIEW ITS TERMS AND CONDITIONS WITH MY LEGAL AND FINANCIAL ADVISORS OF MY CHOOSING; (III) THAT COMPANY IS NOT AN AGENT OR FIDUCIARY OR ADVISOR ACTING FOR MY BENEFIT OR IN MY FAVOR IN CONNECTION WITH THE EXECUTION OF THIS AGREEMENT; (IV) THAT COMPANY HAS NOT PROVIDED ME WITH ANY LEGAL, ACCOUNTING, INVESTMENT, REGULATORY OR TAX ADVICE WITH RESPECT TO THIS AGREEMENT; AND (V) THAT COMPANY HAS NOT MADE ANY PROMISES OR ASSURANCES TO ME THAT ARE NOT EXPRESSLY SET FORTH IN WRITING IN THIS AGREEMENT. I UNDERSTAND THAT, BY ENTERING INTO THIS THIS AGREEMENT, I AM AGREEING TO SHARE A FIXED PORTION OF MY FUTURE EARNED INCOME IN CONSIDERATION OF RECEIVING THE AMOUNT FINANCED TO SUPPORT MY TRAINING COURSE, IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THIS AGREEMENT.

IN WITNESS WHEREOF, the parties have entered into this Income Share Agreement as of the Effective Date.

**I ACKNOWLEDGE THAT I HAVE RECEIVED A LEGIBLE COPY OF THIS AGREEMENT.**

**OBLIGOR**

**Galvanize, Inc. "Company"**

Signature: \_\_\_\_\_

Signature: Brittany fischer

Bootcamp: «SubClientName»

Name: Brittany Fischer

Program: «Major»

Title: Director of Enrollment Operations

Expected Completion Date:

«AnticipatedGradDate»



## **Vemo Agreement - 2021**

## INCOME SHARE AGREEMENT (ISA) FINAL DISCLOSURE

**PARTICIPANT:**

Sarah Sample  
30 newt street  
Denver, Colorado  
80202

**INSTITUTION:**

Galvanize, Inc.  
1644 Platte St.  
Denver, CO  
80202

**RIGHT TO CANCEL**

You have a right to cancel this transaction, without penalty, by midnight on December 18, 2020. If you cancel by this date, you are canceling the contract in its entirety, including the disclosures. You may cancel by writing us at Vemo Education, 3905 Tampa Rd #2453, Oldsmar, FL, 34677. A mailed cancellation letter will be deemed timely if postmarked not later than the cancellation date listed above.

ISA Amount	Income Share	Payment Term	Payment Cap
<b>\$ 15,730.00</b>	<b>10.00%</b>	<b>47 months</b>	<b>\$ 22,022.00</b>

The market charge for the training services you will receive through this ISA, plus any funding charges

The percent of your total earned income that you will share each month

The maximum number of months during which you will share your income

The maximum amount you will pay over the Payment Term

**ITEMIZED TOTAL ISA AMOUNT**

<b>Amount paid to you</b>	<b>\$ 0.00</b>
<b>Amount credited to others on your behalf</b> • Galvanize, Inc.	<b>+ \$15,730.00</b>
<b>ISA Amount</b>	<b>= \$15,730.00</b>

**ABOUT YOUR CONTRACT TERMS**

- **Your Income Share is the percentage of your future earned income you will owe in return for the ISA Amount credited to your account.** It is not an interest rate or annual percentage rate.
- **Your Income Share is fixed.** This means that it will never differ from the income share percentage shown above.
- **Your payments will vary based on your earned income.** The total amount you will pay may be more or less than your ISA Amount.
- **The maximum you will pay is \$ 22,022.00 over the Payment Term, regardless of your earned income.** You may also prepay this amount, less any payments made to date plus any outstanding fees, in order to extinguish your obligation before the Payment Term ends.

**FEES: Late Fee** – The lesser of \$5 and 5% of the payment amount due. **Returned Payment Fee** – \$25 (\$20 for NY residents).

### Payment Illustration

An ISA is different from a loan (which has principal and interest payments) or a conventional tuition payment plan (which requires payment in full and may charge interest). An ISA requires you to pay a fixed percentage of your earned income each month for a fixed period of time. The table below compares illustrative monthly and total ISA payments for different levels of earned income.

Annual Earned Income	\$ 15,730.00 ISA 10.00% income share, 47 monthly payments	
	Monthly Payments	Total Payments
<\$60,000	\$0	\$0
\$ 60,000	\$ 500	\$ 22,022
\$ 80,000	\$ 667	\$ 22,022
\$ 100,000	\$ 833	\$ 22,022
\$ 120,000	\$ 1,000	\$ 22,022

**About this illustration**

The illustration assumes that you make 47 monthly payments tied to earned income and that your income is fixed. If you return to school or when your monthly earned income is less than \$ 5,000.00 (equivalent to \$ 60,000/year), your account will be placed in a deferment status, and you will not make payments for every month your income is below this threshold. If your cumulative payments reach the Payment Cap, then you will make no further payments, and your account will be closed in good standing. Your actual payments may be a blend of the payments displayed since your earnings may fluctuate over time. Remember that your earned income will depend on many factors, including your credentials, occupation, industry, and the area of the country in which you work. All payments have been rounded to the nearest dollar.

## Final Disclosure Reference Notes

### When do payments begin?

Your payment term will begin on the first day of the month following a **Grace Period** of 3 months after you complete or withdraw from your program.

### What will you pay under a ISA?

- You will pay a percentage of your earned income.
- Monthly payment = **Income Share** × monthly earned income
- The total amount you will be required to pay may be more or less than the **ISA Amount**. It will depend on your future earned income.

### What documents will you need to provide for us to calculate what you owe?

<i>By one month before first due date</i>	<i>By April 30 each year and every time your income changes</i>	<i>Upon request</i>
<p>Pay stub, letter from your employer, self-employment contract, consulting agreement, or other verifiable source (dated within 30 days).</p> <p>This is used to calculate your <i>initial</i> required payments. If you do not provide this documentation or documentation for deferment, we will assume your earned income matches the average full-time income for occupations directly related to Web development and user experience design (determined based on Bureau of the Census and Bureau of Labor Statistics data).</p>	<p><b>1.</b> By April 30 each year, a year-end pay stub, Form W-2, Form 1099, or Schedule K-1 for all sources of earned income and validation of the dates of your employment (showing <i>prior</i> year's earnings)</p> <p>This is used for <i>reconciliation</i>. You must reimburse us for any underpayments, and we will credit your account for any overpayments—or refund the excess amount if your payment term has ended.</p> <p><b>2.</b> Every time your income changes AND by April 30 each year, a pay stub, letter from your employer, self-employment contract, consulting agreement, or other verifiable source (showing <i>current</i> earnings)</p> <p>This is used to <i>re-calculate</i> your required payments. If you do not to provide this documentation, we will assume your earned income has increased by ten (10) percent, and change your monthly payment accordingly, effective June 1 each year.</p>	<p>We may obtain your authorization to access your tax return information directly from the IRS or similar taxing authority for any and all years of your payment term.</p> <p>This may be used for <i>reconciliation</i>.</p>

### Can you end your payment obligation early?

You may extinguish your ISA *before* the **Payment Term** ends by paying a **Prepayment Amount** equal to:

**\$ 22,022** – payments already made + any outstanding fees.

### When do payments pause?

After you leave the program, your account will be placed in a deferment status and you will not make payments if you earn less than \$ 5,000.00 (equivalent to \$ 60,000/year), including if you are unemployed or not in the labor force.

We may extend your **Payment Term** by one month for each month of deferment, up to 48 months.

See your *Additional Terms* for further information about payment, prepayment, deferment, and nonpayment.

**GALVANIZE, INC. WILL ENFORCE THE TERMS OF ITS ISAS  
TO THE FULLEST EXTENT ALLOWED BY LAW**

## INCOME SHARE AGREEMENT (ISA)

**PARTICIPANT:**  
Sample Student  
100 2nd Street  
Golden, Colorado  
80300

**INSTITUTION:**  
Galvanize, Inc.  
1644 Platte St.  
Denver, CO  
80202

**\*\*\*THIS IS NOT  
A LOAN  
OR CREDIT \*\*\***

### PARTICIPATION DISCLOSURE

ISA Amount	Income Share	Payment Term	Payment Cap
\$ 15,980.00	10.00%	48 months	\$ 22,372.00

The market charge for the training services you will receive through this ISA, plus any funding charges

The percent of your total earned income that you will share each month

The maximum number of months during which you will share your income

The maximum amount you will pay over the Payment Term

### ITEMIZED TOTAL ISA AMOUNT

Amount paid to you	\$ 0.00
Amount credited to others on your behalf • Galvanize, Inc.	+ \$15,980.00
<b>ISA Amount</b>	<b>= \$15,980.00</b>

### ABOUT YOUR CONTRACT TERMS

- **Your Income Share is the percentage of your future earned income you will owe in return for the ISA Amount credited to your account.** It is not an interest rate or annual percentage rate.
- **Your Income Share is fixed.** This means that it will never differ from the income share percentage shown above.
- **Your payments will vary based on your earned income.** The total amount you will pay may be more or less than your ISA Amount.
- **The maximum you will pay is \$ 22,372.00 over the Payment Term, regardless of your earned income.** You may also prepay this amount, less any payments made to date plus any outstanding fees, in order to extinguish your obligation before the Payment Term ends.

**FEES: Late Fee** – The lesser of \$5 and 5% of the payment amount due. **Returned Payment Fee** – \$25 (\$20 for NY residents).

### Payment Illustration

An ISA is different from a loan (which has principal and interest payments) or a conventional tuition payment plan (which requires payment in full and may charge interest). An ISA requires you to pay a fixed percentage of your earned income each month for a fixed period of time. The table below compares illustrative monthly and total ISA payments for different levels of earned income.

Annual Earned Income	\$ 15,980.00 ISA 10.00% income share, 48 monthly payments	
	Monthly Payments	Total Payments
<\$60,000	\$0	\$0
\$ 60,000	\$ 500	\$ 22,372
\$ 80,000	\$ 667	\$ 22,372
\$ 100,000	\$ 833	\$ 22,372
\$ 120,000	\$ 1,000	\$ 22,372

#### About this illustration

The illustration assumes that you make 48 monthly payments tied to earned income and that your income is fixed. If you return to school or when your monthly earned income is less than \$ 5,000.00 (equivalent to \$ 60,000/year), your account will be placed in a deferment status, and you will not make payments for every month your income is below this threshold. If your cumulative payments reach the Payment Cap, then you will make no further payments, and your account will be closed in good standing. Your actual payments may be a blend of the payments displayed since your earnings may fluctuate over time. Remember that your earned income will depend on many factors, including your credentials, occupation, industry, and the area of the country in which you work. All payments have been rounded to the nearest dollar.

## Next Steps & Terms of Acceptance

**This offer  
is good until:  
January 9,  
2021**

### 1. Questions?

Contact the Galvanize (isa.bursar@galvanize.com) for more information.

### 2. You have thirty (30) days to accept this offer.

The terms of this offer will not change except as required by law.

**To accept the terms of this ISA, sign and date below.**

## Participation Disclosure Reference Notes

### Income Share Agreement (ISA)

- An ISA is not a loan or other credit instrument. It represents your obligation to make payments linked to a specific percentage of your earned income and does not give us any rights regarding your educational, training, or employment pursuits.
- The amount you will be required to pay under this ISA may be **more or less** than the ISA amount credited to your account and will vary in proportion to your future earned income. If you withdraw from the program, you are still responsible for your ISA payments, subject to Galvanize's refund policy.

### Eligibility Criteria

- You must be enrolled half-time or full-time in the Hack Reactor Software Engineering Immersive Program or the Galvanize Data Science Immersive Program.
- You must be a U.S. citizen (includes naturalized citizens), Legal Permanent Resident, or non-immigrant with a valid employment authorization document (EAD).
- At the time of the application, you must be at least the age of majority for your current state of residence.
- Your total obligations under all income-based agreements with us or another person must not require you to pay an aggregate income share in excess of ten (10) percent of your earned income in any given month.

### Grace Period, Monthly Payments, Reconciliation, and Prepayment

- Your payment term will begin on the first day of the month following a grace period of 3 months after you complete or withdraw from the program.
- Your monthly payments equal your income share times the amount of your monthly total earned income.
  - We calculate your initial payments using your pay stub, letter from your employer, or other source acceptable to us. If you do not provide documentation of your initial earnings or documentation for deferment, we will assume your earned income matches the average full-time income for occupations directly related to the program (determined based on federal U.S. data).
  - We re-calculate your monthly payments any time your earned income changes, based on information you provide us, such as an updated pay stub.
  - We re-calculate your payments for the *current* calendar year using updated documentation of your earned income you provide on or before April 30, dated within 30 days of submission. If you do not provide documentation, we will assume your earned income has increased by ten (10) percent each year and adjust your monthly payments accordingly, effective June 1 each year.
- Each year we reconcile over- or under-payments made in the *prior* calendar year using copies of your year-end pay stub, Form W-2, Form 1099, Schedule K-1, consulting agreement, or similar source and validation of the dates of your employment (due on or before April 30), all of which must reflect each source of your earned income. Each year we may also require your authorization to access your tax return information directly from the Internal Revenue Service or similar taxing authority for any and all years of your Payment Term. You must reimburse us for any underpayments, and we will credit your account for any overpayments (or refund the excess amount if your Payment Term has ended).
- You may extinguish your obligations under your ISA before the Payment Term ends by paying a prepayment amount equal to \$ 22,372.00, less payments made to date plus any outstanding fees.

### Deferment and Default

- After you leave the program, your account will be placed in a deferment status and you will not make payments if you earn less than \$ 5,000.00/month (equivalent to \$ 60,000/year), including if you are unemployed or not in the labor force.
  - We may extend your Payment Term by one month for each deferment month, up to an additional 48 months.
- If your account is delinquent for 180 days or more, we may consider your account to be in default.

See the Additional Terms for further information about deferment, nonpayment, and prepayment.

**GALVANIZE WILL ENFORCE THE TERMS OF ITS ISAs TO THE FULLEST EXTENT ALLOWED BY LAW.**

### ADDITIONAL TERMS

THIS INCOME SHARE AGREEMENT IS NOT A LOAN OR CREDIT. THIS AGREEMENT IS NOT AN ASSIGNMENT OF WAGES.

THIS AGREEMENT REQUIRES THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR CLASS ACTIONS. YOU MAY OPT-OUT OF ARBITRATION BY FOLLOWING THE PROCEDURE SET FORTH IN SECTION 29 BELOW. PLEASE READ SECTION 29 CAREFULLY AS IT AFFECTS YOUR LEGAL RIGHTS IN THE EVENT OF A DISPUTE.

YOU SHOULD SEEK ADVICE ABOUT YOUR FINANCING OPTIONS FROM A TRUSTED ADVISOR BEFORE SIGNING THIS AGREEMENT.

Read this entire document carefully and note Section 13 (about your tax liability), Section 17 (about information about you that we use and reports about you that we make to credit bureaus), and Section 26 (about this being an arms-length transaction between you and us).

This Income Share Agreement (“ISA” or “Agreement”) includes: (i) this document, including the Participation Disclosure above and the Arbitration Agreement in Section 29 below (which you can reject); (ii) the Registration Form; (iii) the Final Disclosure, which will be provided to you upon execution of this Agreement to summarize the terms of the Agreement and your obligations (collectively with the Participation Disclosure referenced as the “Disclosures”); and (iv) the Consent to Electronic Communications. In the event of any inconsistency between this document and the Final Disclosure, or between the Final Disclosure and the other Disclosures, the Final Disclosure controls. In this Agreement, “you,” “your,” and “Participant” mean the person who completes and/or signs the Application and/or Registration Form and this Agreement. “We,” “our,” “us,” and “Galvanize” mean Galvanize, Inc. and any of its successors, successors-in-interest, transferees, assignees, agents, designees, or servicers.

This Agreement is not a loan or other credit instrument. It represents your obligation to pay a specific percentage of your future earned income and does not give us any rights regarding your educational, training, or employment pursuits. The amount of the payments you will make will depend upon your future earned income. The total amount you will pay under this Agreement will vary depending upon your future earned income and may be more or less than the amount of funds credited to your account with us.

1. **Definitions.**

(a) “Business Day” means Monday through Friday, except for federal holidays in the United States.

(b) “Earned Income” means your total wage and self-employment income. On an annual basis, this amount is currently the sum of Line 1 (“Wages, salaries, tips, etc.”) and Line 12 (“Business income or (loss).”) from Schedule 1, IRS Form 1040 of U.S. federal income tax returns (most recent revision). If applicable, “Earned Income” includes all income reported on a joint income tax return, minus, to the extent documented to our satisfaction, any income earned solely by your spouse. In our discretion, we may estimate your Earned Income using documentation other than your U.S. federal income tax return, provided the documentation is another verifiable source acceptable to us.

(c) “Income Share” means the fixed percentage of your Earned Income that you will owe during the Payment Term in return for the ISA Amount you receive. It is not an interest rate or annual percentage rate.

(d) “ISA Amount” means the amount of funds credited to your account with Galvanize. Together with any up-front payment, scholarship, or other financial assistance, the ISA Amount represents the market charge for the educational or training services you will receive from Galvanize, plus any funding charges.

(e) “Monthly Payment” means your Income Share multiplied by the amount of your monthly Earned Income.

(f) “Payment Cap” means the maximum amount you will pay under this ISA, not including fees and collection costs.

(g) “Payment Term” means the number of months during which you pay us a fixed percentage of your Earned Income.

2. **Allocation; Setoff.** We will allocate the ISA Amount set forth in your Final Disclosure and send you an account confirmation notice that itemizes the allocated amounts. You understand that we may have a right to set off the allocations against amounts due to us.

3. **Your ISA Contract Terms.** The Participation Disclosure above sets forth your ISA Amount, Income Share, Payment Term, and Payment Cap, which terms will also be reflected in your Final Disclosure. In the event that these terms are adjusted during a review or certification process, you will be provided with a new or amended Final Disclosure. Your Final Disclosure and any new or amended Final Disclosure(s) will also inform you of your right-to-cancel period and instructions for exercising your right to cancel this Agreement in its entirety. In the event of any inconsistency between this ISA and the Disclosures, or between the Disclosures, the last Final Disclosure controls.

4. **Withdrawal.** If you leave the program before completion, you may be entitled to a reduction of your ISA Amount, Income Share, and other terms based on our refund policy. We will notify you as provided in Section 23 of any changes to your ISA Amount or other terms.

5. **Grace Period.** You will not make any payments based on income earned while you are enrolled in the program or during your 3-month Grace Period. Your Grace Period begins on the first day of the month following the date you complete or withdraw from the program.



## 6. Payment of Your ISA.

(a) **Payment Term.** Your Payment Term begins on the first day of the month following the end of your Grace Period. For example, if your Grace Period ends in February 2021, your Payment Term will begin in March 2021. As another example, if your Grace Period ends in June 2021, your Payment Term will begin in July 2021. Your Payment Term may be extended for up to an additional 48 months in certain circumstances as explained in Section 6(g) (“Documentation for Deferment”).

(b) **Monthly Payments.** Except as set forth below, during the Payment Term, you agree to make your Monthly Payments to us by the first Business Day of each month. Payments are applied first to fees, if any, and then to the Monthly Payment amount owed. If you make all required payments on time during your Payment Term, you will not owe anything at the end of your Payment Term even if your payments sum to less than your ISA Amount.

(c) **Calculation of Your Initial Monthly Payments.** Not later than one month before your first scheduled payment is due, you agree to provide us with one of the following kinds of documentation, dated not earlier than thirty (30) days before the date you provide it to us:

(i) A copy of any pay stub or letter from your employer containing your salary information, a self-employment contract, a consulting agreement, a good faith estimate of your self-employment income for the current calendar year (along with documentation of the basis for your estimate), or another verifiable source acceptable to us (collectively, “Informal Earned Income Documentation”) for each source of Earned Income; or

(ii) Documentation acceptable to us demonstrating a circumstance that qualifies you for a deferment as described in Section 6(g) (“Documentation for Deferment”).

(d) **Annual Reconciliation.** On or before April 30 each year of the Payment Term and April 30 following the end of the Payment Term, you agree to provide us with:

(i) A completed and signed IRS Form 4506-T or Form 4506T-EZ (or any successor form), designating us as the recipient of your tax return information for returns covering any and all months of your Payment Term, dated not earlier than thirty (30) days before the date you provide it to us; and one of the following to verify your Earned Income or deferment status for the preceding year:

(ii) A year-end pay stub, Form W-2, Form 1099, Schedule K-1, or other verifiable source acceptable to us (collectively, “Formal Earned Income Documentation”) for each source of Earned Income in the prior calendar year, or

(iii) If your ISA is in a deferment status, updated documentation to re-verify your Documentation for Deferment.

If you are not in deferment status, we will use the Formal Earned Income Documentation to determine whether the payments you made in the prior calendar year were more or less than what you actually owed. If you underpaid, we will bill you for, and you agree to pay, the difference by the deadline stated in the bill. If you overpaid, we will apply excess amounts first to unpaid fees and second as a credit toward future payments due. If you overpaid in the final year of your Payment Term, we will refund the excess amounts.



(e) **Annual Adjustment of Monthly Payments.** We will re-calculate your Monthly Payment effective each June 1. You have two options:

(i) On or before April 30 each calendar year of your Payment Term, you can provide us with Informal Earned Income Documentation for each source of Earned Income for the current calendar year and we will use this to re-estimate your Monthly Payments.

(ii) Alternatively, if you do not provide us with new documentation and you are not in deferment, we will assume your Earned Income has increased by ten (10) percent and adjust your Monthly Payments accordingly, beginning with the payment due June 1. Since this is an estimate of your current Earned Income, it may result in Monthly Payments that are either higher or lower than what you actually owe. Any overpayments or underpayments will be reconciled the following calendar year as described in Section 6(d).

(f) **Periodic Adjustment of Monthly Payments.** If you are not in a deferment status, you must inform us as soon as you know of any changes in your monthly Earned Income and you must send us updated Informal Earned Income Documentation as soon as it is available to you. For example, if you sign a new employment agreement that will change your Earned Income, Informal Earned Income Documentation is available to you once you receive a copy signed by all of the parties to that employment agreement. When you send us Informal Earned Income Documentation, we will re-calculate your Monthly Payments. This may or may not result in a change in the amount of your Monthly Payments. In addition, if information that you provide us pursuant to Section 8 shows that your Earned Income has changed during the year, we may also modify your Monthly Payments at that time even if you did not supply us with updated Informal Earned Income Documentation. This includes changes in your Earned Income due to fluctuations in your self-employment income, whether as a consultant or otherwise. Periodic modifications in your Monthly Payments may avoid significant underpayments or overpayments during the annual reconciliation process set forth in Section 6(d).

(g) **Payment Deferment and Extensions of Payment Term.** After you leave the program, certain circumstances, such as going back to school or earning below an Earned Income threshold, qualify you for a deferment. If you provide Documentation for Deferment (as defined in Section 6(c)(ii)), we will place your account in an inactive/deferment status and you will not make Monthly Payments. Depending on the qualifying circumstance, we may extend your Payment Term by one month for each month of deferment, up to an additional 48 months, as described in the table below.

Qualifying Circumstance	Monthly Payment	Is Payment Term Extended?
Employed full-time (working 35 hours or more per week on average at one or more jobs, including self-employment) and earning less than \$ 5,000.00 monthly (equivalent to an annual Earned Income of \$ 60,000)	\$0	Yes
Employed part-time (working less than 35 hours per week on average at one or more jobs, including self-employment) and earning less than \$ 5,000.00 monthly (equivalent to an annual Earned Income of \$ 60,000)	\$0	Yes
Unemployed (not working but actively seeking employment)	\$0	Yes
Not in the labor force (not working and not actively seeking employment; for instance, taking time off due to illness or to care for a child, relative or spouse)	\$0	Yes

If your account is in an inactive/deferment status, you must notify us as soon as you know that you will no longer qualify for deferment under any of the circumstances described above, and you must send us updated Informal Earned Income Documentation as soon as it is available to you. For example, if you accept a three-month consulting agreement that will pay you \$15,300, an amount which is in excess of \$ 5,000.00 per month, Informal Earned Income Documentation is available to you once you receive an e-mail confirming your engagement and the terms of the consulting agreement.

If annual reconciliation or other verifiable documentation demonstrates that, while your account was in deferment, (a) you worked and had an average monthly earned income of \$ 5,000.00 or more for the months in which you worked and (b) you made payments based on that income, we will retroactively count those months in which you worked toward your Payment Term obligation. For example, if your account was in deferment for an entire calendar year but you were paid \$15,000 at the end of the year for contract work performed over the last three (3) months of the year, your average monthly income over those three (3) months would be \$5,000, which exceeds the \$ 5,000.00 threshold. If you make the full, required payment based on that \$15,000 of earned income, we will retroactively count your three (3) months of work towards your remaining Payment Term obligation.

(h) **Prepayment Amount; Cap on Payments.** If you desire to extinguish your obligations under this ISA prior to the expiration of your Payment Term, you may at any time pay an amount (the “Prepayment Amount”) equal to (i) the Payment Cap, (ii) less any Monthly Payments you already made, (iii) plus any outstanding fees, as satisfaction in full of your payment obligations under this Agreement. In addition, the sum of the payments you owe under this Agreement will not exceed the Payment Cap, plus fees described in the disclosures (as applicable), regardless of your earned income.

(i) **Limit on Other Income-Based Agreements.** You agree that you have not and will not enter into additional private income-based agreements with us or another person that, in the

aggregate, obligate you to pay a total share of your income exceeding ten (10) percent of your Earned Income in any given month. Loans with income-driven repayment plans, including federal student loans, will not be considered private income-based agreements under this Section.

(j) **Waiver of ISA Due to Death or Total and Permanent Disability.** We will waive the remainder of what you owe under this Agreement, including any past due amounts and fees, if you die or become totally and permanently disabled. You or your estate must provide us with any tuition refund, which we will apply to the ISA Amount. If you would like to assert a waiver based on total and permanent disability, you will need to submit an application accompanied by a physician's statement and such other information or documentation that we may require, showing that you are unable to work in any occupation due to a condition that began or deteriorated after the date of the Final Disclosure and that the disability is expected to be permanent. Unless your Monthly Payments already are deferred under Section 6(g), you must continue to make payments until the time the disability application is completed to our satisfaction. If we approve your disability waiver application, the waiver will be effective as of the date of the completed application.

7. **Fees.** The following fees apply, subject to applicable law:

Description	Amount
<b>Late Payment Fee</b> A fee charged if you do not make any payment due under this ISA on or before the 10th day after the due date. Any payment received after 6:00 PM Eastern time on a Business Day is deemed received on the next Business Day.	The lesser of \$5 and 5% of the payment amount due
<b>Returned Payment Fee</b> A fee charged if any payment is returned or fails due to insufficient funds in your account or for any other reason.	\$25 (\$20 for NY residents)

8. **Notice of Certain Changes.** You agree to notify us within thirty (30) days as provided in Section 23 of any change in your:

- (a) primary residence address, phone number or email, or any other material change to information previously provided to us;
- (b) employment status, including both terminations of employment and new employment;
- (c) Earned Income measured on a monthly basis;
- (d) marital status, to the extent reasonably required for us to exclude earnings of your spouse from the calculation of your Earned Income; and

9. **Review of Your Tax Returns.** For the tax year in which your Payment Term begins through the tax year in which your Payment Term ends, you agree either (a) to file your U.S. federal income tax returns by no later than April 15 of the following year or (b) to notify us as provided in Section 23 of any extension you seek for filing federal income tax returns. Moreover, if we request, you agree to complete, sign, and provide to us IRS Form 4506-T or Form 4506T-EZ (or any successor form), designating us as the recipient of your tax return information for returns covering any and all years of your Payment Term, within thirty (30) days of our request. You agree to perform any similar requirements or procedures for any other applicable country's taxing authority.

10. **Default and Remedies.**

(a) **Default.** Without prejudice to our other rights and remedies hereunder, and subject to applicable law, we may deem you to be in default under this Agreement upon: (i) your failure to make any payment in full and on time for six (6) consecutive months; (ii) your failure to provide Formal or Informal Earned Income Documentation or Documentation for Deferment as required by Sections 6(c), 6(d), and 6(g) within one (1) year of its due date; (iii) your failure to provide us a completed and signed IRS Form 4506-T or Form 4506T-EZ (or any successor form) within thirty (30) days of the annual deadline or our separate request, as set forth in Sections 6(d) and 9; or (iv) your violation of any other provision of this Agreement that impairs our rights, including but not limited to our receipt of information we deem to be materially false, misleading, or deceptive.

(b) **Remedies Upon Default.** Subject to applicable law (including any notice and/or cure rights provided by applicable law), upon default, we may elect to (i) collect the Prepayment Amount, (ii) enforce all legal rights and remedies in the collection of such amount and related fees (including any rights available to us to set off any state tax refund) or (iii) utilize any combination of these remedies. You agree to pay our court costs, reasonable attorneys' fees, collection fees charged by states for state tax refund set-off, and other collection costs related to the default (including our fees and costs due to your bankruptcy or insolvency, if applicable) to the extent permitted by applicable law.

(c) **Equitable Remedies.** If we conclude that money damages are not a sufficient remedy for any particular breach of this Agreement, then we will be entitled to seek injunctive or other equitable relief as a remedy for any such breach to the fullest extent permitted by applicable law. Such remedy shall be in addition to all other remedies available at law or equity to us.

11. **Truthfulness of Information.** You represent that all information provided in connection with your Application and/or Registration Form is true and accurate and you have not provided any false, misleading or deceptive statements or omissions of fact. You represent that: (i) you have never been convicted of a felony or of any crime involving dishonesty or breach of trust under any federal or state statute, rule or regulation; (ii) you are not contemplating bankruptcy and you have not consulted with an attorney regarding bankruptcy in the past six (6) months; (iii) you are at least the age of majority based on your current state of residence; (iv) you are a U.S. citizen (includes naturalized citizens), permanent resident, or non-immigrant with a valid employment authorization document (EAD); and (v) you have filed all federal tax returns and reports as required by law, they are true and correct in all material respects, and you have paid all federal taxes and other assessments due.

12. **Correction of Errors.** All parties to this Agreement agree to fully cooperate and adjust all typographical, computer, calculation, or clerical errors discovered in any or all of the ISA documents including this document, the Application and/or Registration, the Application and Solicitation Disclosure, the Participation Disclosure, the Final Disclosure, and any Notice to Married Residents of Arizona or Wisconsin, as applicable. Errors in the names and/or addresses of the parties will be corrected by notice to all parties. In the event this procedure is used for any other errors, all parties involved will be notified and will receive a corrected copy of the changed document.

13. **Tax Reporting.** You acknowledge and agree that the federal, state, and local income tax consequences of this Agreement are not certain and that we have not provided you with any tax advice or assurance of specific consequences. You agree that you have had an opportunity to consult with your own trusted advisor about the tax consequences of entering into this Agreement.

Notwithstanding the foregoing, recognizing that all parties are best served by consistent, good faith tax reporting of the transaction in accordance with what the parties believe to be its economic substance, except as otherwise required by law, you agree to report the transaction for federal, state, and local income tax purposes as a financial contract (in other words, as the "sale" by you of part of the income stream you will earn in the future) and not as a loan or any other form of indebtedness. Whether the financial contract results in a gain or loss will be unknown until the end of the Payment Term or until this Agreement is terminated, if prior to the end of the Payment Term. Under the tax law, when the parties do not know the extent of the gain or loss from a transaction when it occurs, they can treat the transaction as an "open transaction" and determine the consequences once the final terms are known. Under this tax treatment, it is expected that you will not recognize the ISA Amount as income when you enter into this Agreement. **Upon the maturity or termination of this Agreement, if the aggregate amount of funding credited to others on your behalf is greater than the aggregate sum of payments you made to us during your Payment Term, then you will likely recognize the difference as ordinary income equal to the difference between the amount of funding credited to others on your behalf and the sum of payments you made to us.** You agree to file your federal, state, and local income tax returns in accordance with this expected tax treatment unless you notify us in writing at least thirty (30) days before filing any such return (as provided in Section 23) that you intend to take a contrary position.

You acknowledge that because the appropriate tax reporting is uncertain, the IRS and/or state or local taxing authorities may challenge the method of reporting described above, and new legislation may affect the federal, state, or local tax treatment of this Agreement. If such a challenge were to succeed, you could have significantly greater tax liability at a significantly earlier time or times than would be the case under the method described above. While we are under no obligation to do so, it also is possible that we may seek a ruling from the IRS during your Payment Term regarding these tax consequences. **You agree and acknowledge that you have had an opportunity to consult with your own trusted advisor about the tax consequences of entering into this ISA and receiving the ISA Amount.**

14. **Electronic Delivery.** We may decide to deliver any documents or notices related to this Agreement by electronic means. Except as otherwise provided in the Consent to Electronic Communications, you agree to receive such documents or notices by electronic delivery and to participate through an on-line or electronic system established and maintained by us or a third party designated by us.

15. **Automatic Reminders.** We may use automated telephone dialing, text messaging systems and electronic mail to provide messages to you about payment due dates, missed payments, and other important information. The telephone messages may be played by a machine automatically when the telephone is answered, whether answered by you or someone else. These messages may also be recorded in your voicemail. You give us your permission to call or send a text message to any telephone number you provide us now or in the future and to play pre-recorded messages or send text messages with information about this Agreement over the phone. You also give us permission to communicate such information to you via electronic mail. You agree that we will not be liable to you for any such calls or electronic communications, even if information is communicated to an unintended recipient. You understand that, when you receive such calls or electronic communications, you may incur a charge from the company that provides you with telecommunications, wireless, and/or Internet services. You agree that we have no liability for such charges. If you want to change your communication preferences, such as no longer wanting to receive automatic reminders, you can update your preferences through your online servicing account or by contacting us at [answers@vemo.com](mailto:answers@vemo.com).



16. **Telephone Recording.** You understand and agree that we may monitor and/or record any of your phone conversations with us.

17. **Consent to Credit and Income Verification; Credit Reporting.** You authorize us to obtain your credit report, verify the information that you provide to us, and gather additional information that may help us assess and understand your performance under this Agreement. You understand that we may verify your information and obtain additional information using a number of sources, including but not limited to consumer reporting agencies, other third-party databases, past and present employers, other school registrars, public sources, and personal references provided by you. If you ask, you will be informed whether or not we obtained a credit report and, if so, the name and address of the consumer reporting agency that furnished the report. You also understand and agree that we may obtain a credit report and gather additional information, including from the sources described above, in connection with the review or collection of your ISA. You consent to our sharing of your information with our affiliates and financing parties, which we will do using reasonable data security procedures.

**You authorize us to report information about this Agreement to credit bureaus. Although this Agreement is not a loan or other credit instrument, we may inform credit bureaus about your positive payment behavior when you make payments as agreed. However, this also means that late payments, missed payments or other defaults under this Agreement may be reflected in your credit report.**

18. **Amendments and Waivers.** We may amend this Agreement by providing you with 30 days advance written notice as provided in Section 23 of any significant changes to the address in our records. However, if an amendment is necessary to comply with changes in applicable law, we may amend this Agreement without providing you with advance notice. No delay or failure to require performance of any provision of this Agreement shall constitute a waiver of that provision as to that or any other instance.

19. **Customer Identification Policy.** To help the government fight the funding of terrorism and money laundering activities, we will obtain, verify, and record information that identifies each person who enters into this Agreement. What this means for you: when you enter into this Agreement, we reserve the right to ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents, or for you to provide true and correct copies to us.

20. **Governing Law.** The validity, interpretation, construction, and performance of this Agreement, and all acts and transactions pursuant hereto and the rights and obligations of the parties hereto and thereto shall be governed, construed, and interpreted in accordance with the laws of the State of Colorado, without giving effect to principles of conflicts of law. Notwithstanding the foregoing, federal law shall govern the Arbitration Agreement in Section 29.

21. **Entire Agreement.** This Agreement sets forth the entire agreement and understanding of the parties relating to the subject matter herein and supersedes all prior or contemporaneous discussions, understandings, and agreements, whether oral or written, between you and us relating to the subject matter hereof.

22. **Successors and Assigns.** Except as otherwise provided in this Agreement, this Agreement, and the rights and obligations of the parties hereunder, will be binding upon and inure to the benefit of their respective successors, assigns, heirs, executors, administrators, and legal

representatives. We may sell, assign, or otherwise transfer any of our rights, economic benefits, or obligations under this Agreement. You may not assign, whether voluntarily or by operation of law, any of your rights, economic benefits or obligations under this Agreement, except with our prior written consent given in accordance with Section 23.

23. **Notices.** Any notice, demand or request required or permitted to be given under this Agreement shall be in writing and, except as otherwise provided, shall be deemed sufficient when sent by email or two (2) Business Days after being deposited in the U.S. mail as certified or registered mail with postage prepaid. Notices to Galvanize, Inc. shall be sent to [answers@vemo.com](mailto:answers@vemo.com) or to Galvanize, Inc. c/o Vemo Education, 3905 Tampa Rd #2453, Oldsmar, FL, 34677, or as subsequently modified by written notice. Notices to Participant shall be sent to the e-mail and/or physical mail addresses you provided in your Application and/or Registration Form, or as subsequently modified by written notice to us.

24. **Severability.** Except as set forth in the Arbitration Agreement, if one or more provisions of this Agreement are held to be unenforceable under applicable law, the parties agree to renegotiate such provision in good faith. In the event that the parties cannot reach a mutually agreeable and enforceable replacement for such provision, then (i) such provision shall be excluded from this Agreement, (ii) the balance of the Agreement shall be interpreted as if such provision were so excluded, and (iii) the balance of the Agreement shall be enforceable in accordance with its terms.

25. **Execution; Electronic Transactions.** This Agreement may be executed electronically or manually. Execution may be completed in counterparts (including both counterparts that are executed on paper and counterparts that are electronic records and executed electronically), which together constitute a single agreement. Any copy of this Agreement (including a copy printed from an image of this Agreement that has been stored electronically) shall have the same legal effect as an original.

26. **Independent Decision to Enter into this ISA.** You agree that this Agreement is an arms-length transaction. You agree that we are not an agent or fiduciary or advisor in your favor in connection with the execution of this Agreement. You agree that we have not provided any legal, accounting, investment, regulatory or tax advice with respect to this Agreement.

27. **Marriage.** If you are married or get married, you agree to document your income separately from your spouse's and to provide us with the necessary documentation to calculate your individual Earned Income. If you are married and live in Wisconsin on the date you sign this Agreement or during the term hereof, your signature on this ISA confirms that any financial obligation incurred as a result of this ISA is being incurred in the interest of your marriage or family. If you are married and live in Texas on the date you sign this Agreement or during the term hereof, you agree to hold your Earned Income in a separate bank account from your spouse.

28. **Notice and Cure.** Prior to initiating a lawsuit or arbitration regarding a Claim (as defined in Section 29 below), the party asserting the Claim (the "Complaining Party") shall give the other party (the "Defending Party") written notice of the Claim (a "Claim Notice") and a reasonable opportunity, not less than 30 days, to resolve the Claim. If we are the Complaining Party, we will send the Claim Notice to you at your e-mail and/or physical mail address appearing in our records or, if you are known to be represented by an attorney, to your attorney at his or her office address. Any Claim Notice must explain the nature of the Claim and the relief that is demanded. The Complaining Party must reasonably cooperate in providing any information about the Claim that the Defending Party reasonably requests.

29. **Arbitration Agreement.** Except as expressly provided below, Participant and Galvanize agree that any past, present or future claim, dispute or controversy, regardless of the legal theory on which it is based, arising out of, relating to or in connection with this Agreement, or that arises from or is related to any relationship resulting from this Agreement (a “Claim”), shall be submitted to and resolved on an individual basis by binding arbitration under the Federal Arbitration Act, 9 U.S.C. §§1 et seq. (the “FAA”) before the American Arbitration Association (the “AAA”) under its Consumer Arbitration Rules (the “AAA Rules”), in effect at the time the arbitration is brought, unless Galvanize and the Participant agree in writing to arbitrate before a different party. If a Claim is arbitrated, it will be resolved by a neutral third-party arbitrator, and not by a judge or a jury, and Participant and Galvanize knowingly and voluntarily waive the right to a jury trial on such Claim. “Claim” has the broadest possible meaning and includes initial claims, counterclaims, cross-claims, and third-party claims. It includes disputes based upon contract, tort, consumer rights, fraud and other intentional torts, constitution, statute, regulation, ordinance, common law, and equity (including any claim for injunctive or declaratory relief). If the AAA is unable to serve as administrator and Galvanize and the Participant cannot agree on a replacement, a court with jurisdiction will select the administrator or arbitrator. The AAA Rules are available online at <http://www.adr.org>. For purposes of this Arbitration Agreement, (1) the term “Galvanize” includes (a) Galvanize, Inc. (b) any successor, successor-in-interest, transferee, assignee, agent, designee, or servicer of Galvanize; (c) any affiliates, subsidiaries, and/or parent of the persons and entities referenced in (a) or (b), (d) the officers, directors, employees, stockholders, members, affiliates, subsidiaries, and parents of all of the foregoing in (a) through (c); and (e) any party named as a co-defendant with Galvanize in a Claim asserted by the Participant, such as servicers and debt collectors; and (2) the term “Participant” means the Participant. Notwithstanding the above, if a Claim that the Participant or Galvanize wishes to assert against the other is cognizable in a small claims court (or your state’s equivalent court) having jurisdiction over the Claim and the parties, the Participant or Galvanize may pursue such Claim in that small claims court; however, if the Claim is transferred, removed, or appealed to a different court, it shall be resolved by arbitration. Nothing in that small claims court lawsuit shall constitute a waiver of any party’s rights under this Arbitration Agreement with respect to Claims asserted in any related or unrelated lawsuits. Moreover, any dispute concerning the validity or enforceability of this Arbitration Agreement or any part thereof (including, without limitation, the class action waiver below) must be decided by a court; any dispute concerning the validity or enforceability of the Agreement as a whole is for the arbitrator.

Any arbitration hearing that you attend will take place in a location that is reasonably convenient for you. If you cannot obtain a waiver of the AAA’s or arbitrator’s filing, administrative, hearing, and/or other fees, we will consider in good faith any request by you for us to bear such fees. Each party will bear the expense of its own attorneys, experts, and witnesses, regardless of which party prevails, unless applicable law or this Agreement gives a right to recover any of those fees from the other party. The arbitrator shall follow applicable substantive law to the extent consistent with the FAA, applicable statutes of limitation, and privilege rules that would apply in a court proceeding, and shall be authorized to award all remedies available in an individual lawsuit under applicable substantive law, including, without limitation, compensatory, statutory, and punitive damages (which shall be governed by the constitutional standards applicable in judicial proceedings), declaratory, injunctive and other equitable relief, and attorneys’ fees and costs. Upon the timely request of either party, the arbitrator shall write a brief explanation of the basis of his or her award. The arbitrator’s award will be final and binding, except for any appeal right under the FAA. Any court with jurisdiction may enter judgment upon the arbitrator’s award.



This Arbitration Agreement shall survive the termination of this ISA, your fulfillment or default of your obligations under this ISA and/or your or our bankruptcy or insolvency (to the extent permitted by applicable law). In the event of any conflict or inconsistency between this Arbitration Agreement and the administrator's rules or other provisions of this ISA, this Arbitration Agreement will govern.

**CLASS ACTION WAIVER: IF A CLAIM IS ARBITRATED, NEITHER PARTICIPANT NOR GALVANIZE WILL HAVE THE RIGHT TO PARTICIPATE IN A CLASS ACTION, PRIVATE ATTORNEY GENERAL ACTION OR OTHER REPRESENTATIVE ACTION IN COURT OR IN ARBITRATION, EITHER AS A CLASS REPRESENTATIVE OR CLASS MEMBER.** Further, unless both Participant and Galvanize agree otherwise in writing, the arbitrator may not join or consolidate Claims with claims of any other persons. The arbitrator shall have no authority to conduct any class, private attorney general, or other representative proceeding, and shall award declaratory or injunctive relief only in favor of the party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. The arbitrator shall have no authority to issue any relief that applies to any person or entity except Participant or Galvanize individually.

If any portion of this Arbitration Agreement cannot be enforced, the rest of the Arbitration Agreement will continue to apply, except that (A) if a determination is made in a proceeding involving Galvanize and the Participant that the class action waiver is invalid or unenforceable, only this sentence of this Arbitration Agreement will remain in force and the remainder of this Arbitration Agreement shall be null and void, provided that the determination concerning the class action waiver shall be subject to appeal, and (B) if a Claim is brought seeking public injunctive relief and a court determines that the restrictions in the class action waiver prohibiting the arbitrator from awarding relief on behalf of third parties are unenforceable with respect to such Claim (and that determination becomes final after all appeals have been exhausted), the Claim for public injunctive relief will be determined in court and any individual Claims seeking monetary relief will be arbitrated. In such a case the parties will request that the court stay the Claim for public injunctive relief until the arbitration award pertaining to individual relief has been entered in court. In no event will a Claim for public injunctive relief be arbitrated.

**RIGHT TO REJECT: Participant may reject this Arbitration Agreement by mailing a signed rejection notice to Galvanize, Inc. c/o Vemo Education, 3905 Tampa Rd #2453, Oldsmar, FL, 34677, or by faxing it to (813) 438-7862 within thirty (30) calendar days after the date of this Agreement. Any rejection notice must include Participant's name, address, email address, telephone number, and account number. If you reject this Arbitration Agreement, that will not affect any other provision of the Agreement.**

30. **Waiver of Jury Trial.** YOU ACKNOWLEDGE AND AGREE THAT, INASMUCH AS THE PURPOSE OF THE ARBITRATION AGREEMENT IN SECTION 29 IS TO REQUIRE THAT ALL CLAIMS BE RESOLVED BY BINDING ARBITRATION, NO PARTY TO THIS AGREEMENT SHALL BE ENTITLED TO A TRIAL BY JURY IF SUCH ARBITRATION AGREEMENT IS IN EFFECT. MOREOVER, TO THE EXTENT YOU TIMELY AND ADEQUATELY REJECT THE ARBITRATION AGREEMENT IN SECTION 29, OR IF FOR ANY OTHER REASON A CLAIM IS NOT ARBITRATED, GALVANIZE AND THE PARTICIPANT KNOWINGLY AND VOLUNTARILY WAIVE, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY RIGHT TO A TRIAL BY JURY WITH RESPECT TO ANY CLAIM.

[Signature Page Follows]

The parties, intending to be legally bound, have executed this Agreement as of the date set forth below.

**NOTICE TO PARTICIPANT**

1. Do not sign this ISA before you read it or if it contains any blank terms.
2. You are entitled to a completely filled-in copy of this ISA.
3. You have the right to pay off this Agreement in advance by paying the amount set forth in Section 6(h).

**PARTICIPANT:** By signing below, you acknowledge that you have read this entire Agreement carefully and agree to its terms, including Section 13 (about your tax liability), Section 17 (about information about you that we use and reports about you that we make to credit bureaus), Section 26 (about this being an arms-length transaction between you and us), and Section 29 (about arbitration on an individual basis and class-action waiver, including your opt-out right).

**GALVANIZE, INC.:**

**PARTICIPANT:**

By: Harsh Patel  
*(Signature)*

By: \_\_\_\_\_  
*(Signature)*

Date: Dec 10, 2020

Date: Dec 10, 2020

Name: Harsh Patel

Name: \_\_\_\_\_

Title: CEO

Address: Galvanize, Inc.  
 1644 Platte St.  
 Denver, CO  
 80202

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

E-mail: isa.bursar@galvanize.com

E-mail: \_\_\_\_\_