

# INCOME SHARE AGREEMENT APPROVAL DISCLOSURE

**BORROWER**

[name]

DATE:

[date]

**FUNDER:**

[institution]

[institution address 1]

[institution address 2]

GRADUATION DATE	DEGREE PROGRAM	SCHOOL
[expected_grad_date]	[program]	[institution]

## Income Share Agreement (“ISA”) & Estimated Total Costs

AMOUNT FINANCED	INCOME SHARE RATE	FINANCE CHARGE	TOTAL OF PAYMENTS
\$[funding]	[rate]%	Up to \$[fincharge]	\$[maxpay]

The total amount you are borrowing.	The fixed percentage of your future Qualified Monthly Gross Income used to calculate your Monthly Payment.	The maximum amount of financing cost this ISA could cost you beyond the Amount Financed.	The maximum cumulative amount of all Monthly Payments this ISA could cost you according to the terms of this disclosure.
-------------------------------------	--	--	--

Key ISA Terms		Your Payment Term Ends Upon the Earliest of:			
Minimum Income Threshold	Grace Period	Maximum Monthly Payments	Multiple Payment Cap	Implied APR Cap	Maximum Payment Period
\$[mmit] / month \$[ymit] / yr	[grace] months	[pay_term_max] payments	\$[max_pay]	[implied_apr] % Implied APR	[max_pay_per] months
You are required to make Monthly Payments only when your Monthly Gross Income is at least this amount.	The time after you complete your Degree Program before the Payment Term begins; you will not receive a Grace Period if you withdraw prior to graduation.	You will make Monthly Payments indexed to your income for this many months after the beginning of your Payment Term.	Payments end if the cumulative total of all Monthly Payments reaches this amount.	Payments end if the cumulative total of all Monthly Payments reaches an amount that at any point equals this Implied Annual Percentage Rate.	Payments end this many months after the beginning of your Payment Term, no matter the amount of dollars or number of payments made to the Funder. <sup>1</sup>

<sup>1</sup> Your Maximum Payment Period is inclusive of any months where Monthly Payments are made as well as any months that are Deferred Months; this will only be extended if you receive Forbearance, which will extend your Maximum Payment Period on a one-for-one basis.

ITEMIZATION OF AMOUNT FINANCED		THE AMOUNT YOU PAY
Amount paid to you	\$0.00	<ul style="list-style-type: none"> <li><b>Your rate is variable.</b> This means that your actual rate varies based on what you earn in the future and may increase if your future earnings increase.</li> </ul>
Amount paid to others on your Behalf:	+ \$[funding]	<ul style="list-style-type: none"> <li><b>ISA Percentage.</b> Your Income Share Rate is [rate]%. This percentage <u>will not change</u> and will be multiplied by your future income to calculate your future payments.</li> </ul>
● To [institution]		<ul style="list-style-type: none"> <li><b>What you pay will change.</b> This means that it varies with your future earnings and could be lower or higher than the estimates on this form. <u>When you earn over the Minimum Income Threshold, your Monthly Payment will be your Monthly Gross Income multiplied by [rate]%</u>.</li> </ul>
Amount Financed ● The amount of credit provided on your behalf	= \$[funding]	<ul style="list-style-type: none"> <li><b>Understanding APR.</b> The annual percentage rate (or APR) is a measure of the cost of credit as a yearly rate. It is not an interest rate but relates the amount and timing of the amounts you receive (or that are paid on your behalf) to the amounts you will pay and the timing of these payments.</li> </ul>
Initial finance charges (total)	+ \$0.00	<ul style="list-style-type: none"> <li><b>APR will Change.</b> Because the payments you will make will vary with what you earn in the future, the APR (or cost of this Income Share Agreement) will change based on how much you earn.</li> </ul>
Amount Financed	= \$[funding]	<ul style="list-style-type: none"> <li><b>Maximum You Will Pay.</b> Although your Annual Percentage Rate (APR) (the cost of credit) will change based on your income, <b>it will never exceed a maximum APR of [implied_apr]%</b>.</li> </ul>
		<ul style="list-style-type: none"> <li><b>Your Annual Percentage Rate (APR) will vary between 0% and [implied_apr]% under this ISA, with an estimated midpoint of [mid_apr]%.<sup>2</sup></b> What you will pay will be determined by what you actually earn in the future. For more information about the APR under different income scenarios see the Estimated Payment Schedule &amp; Examples.</li> </ul>

FEES
<ul style="list-style-type: none"> <li>Application Fee: \$0.00</li> <li>Disbursement Fee: \$0.00</li> <li>Origination Fee: \$0.00</li> <li>Late Fee: \$10.00</li> <li>Returned Payment Fee: \$20.00, or maximum permitted under state law, whichever is less</li> <li>Failure to Provide Income Documentation Fee: \$30.00</li> </ul>

## Estimated Payment Schedule & Examples

### What will your payments look like under this ISA?

The total amount you will pay for this Income Share Agreement will vary depending on your future Gross Income. Subject to the other terms outlined in this Disclosure and in your Income Share Agreement, you will repay a fixed [rate]% Income Share of your Gross Income during the Payment Term, provided you earn at least the Minimum Income Threshold and have not yet paid an aggregate amount equal to the Multiple Payment Cap or that would cause your Implied Annual Percentage Rate to equal the Implied APR Cap.

<sup>2</sup> \*\*NOTE REGARDING ESTIMATES\*\* The midpoint APR disclosed here is an estimate. The estimate assumes that you pay an APR that is the midpoint between 0% and [IMPLIEDAPR]%. Your actual APR will be determined by what you actually earn in the future. For more information about the range of APRs that you might pay under this ISA, please see the Estimated Payment Schedule & Examples.

To help illustrate how much you might pay under the Income Share Agreement we have provided the tables below showing the total ISA payments at different levels of Gross Income, assuming an Income Share of [rate]%, a Amount Financed of \$[maxfund], and [max\_month\_grad] months to graduation. ***For simplicity, the chart assumes that your Gross Income is consistent throughout the entire Payment Term. Your total payments may be less or more than estimated here if your certified Amount Financed is less than the Amount Financed. PLEASE REVIEW YOUR FINAL DISCLOSURE FOR TOTAL PAYMENTS APPLICABLE TO YOUR FINAL CERTIFIED AMOUNT FINANCED.***

Average Gross Income throughout the entire Payment Term.		Estimated Monthly Payment scenarios based on different levels of Gross Income. All scenarios assume an Income Share of [max_isp]%, Amount Financed of \$[funding], and [max_mon_grad] months until graduation.			Cost of Financing	
Annual Gross Income	Monthly Gross Income	Monthly Payments <sup>3</sup>	Total Payments <sup>4</sup>	Total Monthly Payments Made <sup>4</sup>	Maximum Implied APR <sup>4</sup>	Implied Finance Charge
While enrolled	\$0.00	\$0.00	\$0.00	0	N/A	N/A
During Grace Period	\$0.00	\$0.00	\$0.00	0	N/A	N/A
\$[X]	\$[X]	\$[X]	\$[X]	[X]	[X]%	\$[X]
\$[X]	\$[X]	\$[X]	\$[X]	[X]	[X]%	\$[X]
\$[X]	\$[X]	\$[X]	\$[X]	[X]	[X]%	\$[X]
\$[X]	\$[X]	\$[X]	\$[X]	[X]	[X]%	\$[X]
\$[X]	\$[X]	\$[X]	\$[X]	[X]	[X]%	\$[X]
\$[X]	\$[X]	\$[X]	\$[X]	[X]	[X]%	\$[X]
\$[X]	\$[X]	\$[X]	\$[X]	[X]	[X]%	\$[X]
\$[X]	\$[X]	\$[X]	\$[X]	[X]	[X]%	\$[X]
\$[X]	\$[X]	\$[X]	\$[X]	[X]	[X]%	\$[X]
\$[X]	\$[X]	\$[X]	\$[X]	[X]	[X]%	\$[X]

The illustration assumes a Amount Financed of \$[max\_fund] an Income Share of [max\_isp]%, a [max\_max\_pay] Multiple Payment Cap, a [implied\_apr]% Implied APR Cap, and Monthly Payments tied to Gross Income over the Payment Term. **This presents values associated with the Payment Term and Amount Financed. You should review your Final Disclosure to confirm your applicable Amount Financed and Payment Term, and the specific potential Total Payments under your Income Share Agreement.** When your Monthly Gross Income is less than the Minimum Income Threshold , your account will be placed in a deferment status, and you will not be required to make payments. If your cumulative payments reach an amount that causes you to hit either the Multiple Payment Cap or the Implied APR Cap, then you make no further Monthly Payments, even if you have paid less than the Maximum Monthly Payments, and your account is closed in good standing. **The total payments column assumes that your average Monthly Gross Income remains the same over the Payment Term. Your actual total payments may be higher or lower than the projected amount in this illustration since your Monthly Gross Income may fluctuate over time.** Please see the below table for some possible income growth scenarios. Remember

<sup>3</sup> Due to the impact of the Multiple Payment Cap and Implied APR Cap, the Monthly Payment owed in the final month of payment may be less or more than this amount.

<sup>4</sup> This assumes you have the same Gross Income from the first day of your Payment Term until the end of the Payment Term, and that no deferrals or other pauses to payments occur. Your income will likely change over time.

that your Monthly Gross Income will depend on many factors, including your occupation, industry, and the geography where you work.

### **How might my cumulative payments change based on my growth in Gross Income?**

Recognizing that your Gross Income may grow over the Payment Term, we have also provided the table below highlighting total payments over the Payment Term assuming different starting salaries and Gross Income growth rates. ***For simplicity, the chart assumes that you will receive the Amount Financed. Your total payments may be less than estimated here if your certified Amount Financed is less than Amount Financed. PLEASE REVIEW YOUR FINAL DISCLOSURE FOR TOTAL PAYMENTS APPLICABLE TO YOUR FINAL CERTIFIED AMOUNT FINANCED.***

Illustrative initial Gross Income the first month after the start of your Payment Term		Estimated total payment scenarios based on different levels of Gross Income and income growth rates. All scenarios assume an Income Share of [max_isp]%, Amount Financed of \$[max_fund], and [max_mon_grad] months until graduation.			
Annual Gross Income	Monthly Gross Income	0.0% Growth	2.5% Growth <sup>5</sup>	5.0% Growth <sup>5</sup>	7.5% Growth <sup>5</sup>
\$[X]	\$[X]	\$[X]	\$[X]	\$[X]	\$[X]
\$[X]	\$[X]	\$[X]	\$[X]	\$[X]	\$[X]
\$[X]	\$[X]	\$[X]	\$[X]	\$[X]	\$[X]
\$[X]	\$[X]	\$[X]	\$[X]	\$[X]	\$[X]
\$[X]	\$[X]	\$[X]	\$[X]	\$[X]	\$[X]
\$[X]	\$[X]	\$[X]	\$[X]	\$[X]	\$[X]
\$[X]	\$[X]	\$[X]	\$[X]	\$[X]	\$[X]
\$[X]	\$[X]	\$[X]	\$[X]	\$[X]	\$[X]

### **Federal Loan Alternatives**

Loan program	Current Interest Rates by Program Type (for loans with a first disbursement between July 1, 2022 and June 30, 2023)	You may qualify for Federal education loans. For additional information, contact your school's financial aid office or the Department of Education at: <a href="https://studentaid.gov/">https://studentaid.gov/</a>
PERKINS	N/A Program Discontinued	
DIRECT for Students	4.99% fixed – Undergraduate subsidized & unsubsidized	
	6.54% fixed – Graduate / Professional unsubsidized	
DIRECT PLUS for Parents and Graduate / Professional Students	7.54% – Federal Direct Loan	

<sup>5</sup> This assumes that income grows consistently each month during the Payment Term at an amount that, when compounded monthly, equals the specified annual growth rate. Your Gross Income may grow on a less regular basis, or not at all, which will impact the amount you pay on a monthly basis.

## Next Steps & Terms of Acceptance

---

You have **30 days** from receipt of this disclosure to accept the terms of this Income Share Agreement

1. **Find Out About Other Student Financing Options.** Visit <https://studentaid.gov/> or your Educational Institution's financial aid office for information about alternative ways to finance your education.
2. **You Have 30 days from Receipt of this Disclosure to Accept This Offer.** The terms of this offer will not change except as required by law.
3. **To accept the terms of this Income Share Agreement, you can:**

NOTE: Except for changes permitted by law, terms of the Income Share Agreement may not be changed by us during the period described above.

Sign the attached Income Share Agreement and return it by mail to: [STRIDE PO BOX ADDRESS]	O R	Electronically sign your Income Share Agreement through our student portal available at [STRIDE ORIGIN PORTAL].
---	--------	---

## Reference Notes

---

### Educational Institution Disbursement

The Amount Financed available under the Income Share Agreement will be credited directly by the Funder to your [institution] account on your behalf, subject to completion of the Conditions Precedent as set forth in Section 3 of the Income Share Agreement.

Your funding will only be credited to your student account, upon (i) Educational Institution certifying your full-time enrollment in the Degree Program, (ii) your requested Amount Financed being no less than \$[min\_fund] under this Agreement, and (iii) your certifying that you will seek full-time employment upon completion of the Degree Program, and fully and completely participate in the career support and placement services offered by Educational Institution upon the completion of the Degree Program.

To the extent that the Conditions Precedent are not satisfied, or if you cancel the Income Share Agreement in accordance with Section 4 of the Income Share Agreement, the funds will not be credited to your student account.

### How do these payments compare to what they might be under a fixed payment installment loan?

Unlike traditional fixed payment installment loans, an ISA represents your obligation to make payments linked to a specific, fixed percentage of your Gross Income and does not give the Funder any rights regarding your educational or employment pursuits. **The amount you will be required to pay under the Income Share Agreement may be more or less than the Amount Financed you receive and will vary directly in proportion to your future Gross Income. The amount you will be required to pay under the Income Share Agreement may be more or less than would be required under a traditional fixed payment installment loan.**

**ALTHOUGH YOUR INCOME SHARE RATE IS FIXED, YOUR MONTHLY PAYMENTS WILL VARY DEPENDING ON YOUR GROSS INCOME UNDER THE INCOME SHARE AGREEMENT, SUBJECT TO THE MINIMUM INCOME THRESHOLD. THE TOTAL YOU ULTIMATELY PAY MAY BE LESS THAN THE AMOUNT FINANCED, IT MAY BE MORE THAN THE AMOUNT FINANCED AND LESS THAN REPAYMENTS UNDER A COMPARABLE FIXED PAYMENT INSTALLMENT LOAN, IT MAY BE MORE THAN PAYMENTS UNDER A COMPARABLE FIXED PAYMENT INSTALLMENT LOAN AND LESS THAN THE MULTIPLE PAYMENT CAP OR IMPLIED APR CAP, OR IT MAY EQUAL THE MULTIPLE PAYMENT CAP OR IMPLIED APR CAP.**

## **When are payments required?**

Your Monthly Payments will begin at the beginning of your Payment Term and if your Monthly Gross Income is above the Minimum Income Threshold. You will only receive a Grace Period if you graduate from your Degree Program. If you withdraw from your Degree Program, you will not receive a Grace Period and your Payment Term will immediately begin and you will make Monthly Payments when your Monthly Gross Income is above the Minimum Income Threshold.

We will calculate your first Monthly Payment using a verifiable source of your Monthly Gross Income that you provide to us at least 30 days before the beginning of your Payment Term. If your Monthly Gross Income during a given month during the Payment Term is less than the Minimum Income Threshold, or if you are unemployed and can demonstrate that you are actively seeking employment, you have no obligation to make a Monthly Payment. You must contact the Funder to let us know that your Monthly Gross Income is below the Minimum Income Threshold. **Do not stop making Monthly Payments without notifying us.**

Additionally, in months when your Monthly Gross Income is less than the Minimum Income Threshold and you do not make a Monthly Payment, the month does not count towards your required number of Maximum Monthly Payments, but the Month does count towards the Maximum Payment Period.

## **What is your Gross Income under this ISA?**

Please refer to the definition of "Gross Income" in Section 1 of the Income Share Agreement for a full definition. In summary, the Funder defines Gross Income as your total gross amount of all combined wages, compensation, and gross income from self-employment reported or required to be reported on an income tax return. Gross Income also includes non-cash consideration received by you or deemed earned by you, directly or indirectly, such as contributions made to a deferred or equity compensation plan on your behalf. Income and distributions received by you from your participation in any entity. Equity rights or deferred compensation received during the Payment Term. Any amounts earned by or payable to you, directly or indirectly, as a result of your provision of services to a related party

The Funder may, at its discretion, estimate your Gross Income using documentation other than your U.S. federal income tax return, provided that the documentation is another verifiable source acceptable to the Funder such as third party verification services. You are required to keep in touch with us and let us know if your Gross Income or financial situation changes. For example, if you change your bank account, move, change jobs, get a raise, or are between jobs, you will need to notify the Funder of this change using your portal [servicer\_website] or by calling [servicer\_phone] within thirty (30) business days of such change occurring.

## **Reconciliation**

**Please refer to the definition of "Reconciliation" in Section 7 of the Income Share Agreement for a full definition. In summary, under the Income Share Agreement, the Funder will have the right to conduct a Reconciliation for up to one (1) year following the end of the calendar year of your Payment Term. During this time, the Funder will inspect all relevant and verifiable documents and sources to confirm your Gross Income during the Payment Term. As a result of the Reconciliation, you may owe more or less money if it is determined that you Gross more or less money than was originally reported.**

The reconciliation process requires a copy of your tax return and your authorization to obtain a tax transcript (Currently, an IRS Form 4506-T). We will calculate your Gross Income, verify it against your tax return, and compare it to the amounts you reported and paid during the year. **If you underpaid during the year, you will have thirty (30) days from receipt of notice of such underpayment to pay the aggregate amount of the underpayment.**

**If you overpaid during the year, we will apply the overpayment to your future Monthly Payment obligations, or you can elect to have the overpayment refunded to you.** We will use your updated Gross Income information to set your new Monthly Payments thereafter. The amount of these Monthly Payments can be changed any time you provide updated Gross Income information that warrants a change.

If you do not provide us with income verification documentation under Subsections 6(b) and 7(a), and Section 13 of the Income Share Agreement, you will be in breach of the Income Share Agreement and will be charged a Fee of \$30.00.

## **Forbearance**

Under certain circumstances, in our sole discretion, we may grant you a forbearance. You may take up to a total of six (6) months of forbearance, though a forbearance period cannot be longer than three (3) continuous months at one time.

During a forbearance, you will not be required to make Monthly Payments. **Months you are in forbearance will extend your Payment Term on a one-for-one basis.**

## **Early Termination**

You may terminate your Income Share Agreement at any time by making a payment equal to 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.

## **Bankruptcy; Death; Disability**

If you file for bankruptcy, you may still be required to pay monies due under the Income Share Agreement. However, the Funder will not enforce its rights under the United States Bankruptcy Code in this way and shall at no time assert that the Income Share Agreement is non-dischargeable as a qualified student loan as set forth in 11 U.S.C. § 523(a)(8) or such other law that may, in the future, limit the dischargeability of Income Share Agreements where such limitation on dischargeability is based upon the use of the Income Share Agreement for educational expenses. However, we may seek the payment of any amounts that were due and unpaid as of the date of your bankruptcy filing.

We will waive what you owe under the Income Share 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 of the Income Share Agreement.

## **Privacy**

Your privacy is important to us. You have been provided with the Privacy Policy that sets forth how we use your information. The Privacy Policy is also available at [www.stridefunding.com/privacypolicy](http://www.stridefunding.com/privacypolicy) and [INSTITUTION PRIVACY POLICY].

## **Other important terms**

By entering into the Income Share Agreement, you will have access to the following benefits:

- No payments due while enrolled in your Degree Program
- If you complete your Degree Program, you will not owe any Income Share payments until after your Grace Period has ended, and you will never owe anything during any month that you make less than the Minimum Income Threshold
- In the event of death, the Income Share Agreement obligations are not passed on to your relatives

You should also note that:

- **THE INCOME SHARE AGREEMENT IS SUBJECT TO AN ARBITRATION AND CLASS ACTION WAIVER FOUND IN SECTIONS 22 AND 23 OF THAT AGREEMENT, RESPECTIVELY. IF YOU ARE COVERED BY THE MILITARY LENDING ACT, YOU ARE NOT BOUND BY THE ARBITRATION AND CLASS ACTION WAIVER IN SECTIONS 22 AND 23 OF THE INCOME SHARE AGREEMENT, RESPECTIVELY.**
- **Under the Income Share Agreement, you are expected to seek full-time employment immediately following the completion of your Degree Program, and to take all actions to remain employed for the duration of the Payment Term. If you do not comply with these covenants, you will be considered in breach of the Income Share Agreement**
- You may cancel the Income Share Agreement within three (3) days of receiving the Final Disclosure, or any time prior to the Funder's crediting of the Amount Financed to your account, for the reasons defined in Section 4 of the Income Share Agreement
- Under the Income Share Agreement, we will only credit funds to your Educational Institution account when the Conditions Precedent, defined in Section 3 therein, are fully satisfied at the sole discretion of the Funder. To the extent that the Conditions Precedent are not satisfied, and the Funder does not credit the Amount Financed to your account, you will not be required to pay the Funder any of your future Gross Income under the Income Share Agreement
- After we credit funds to your Educational Institution account, if you do not complete the program, you will owe your Income Share as soon you are earning at least the Minimum Income Threshold per month
- If, for any reason, your Educational Institution refunds a portion of the Amount Financed to the Funder, your Income Share under the Income Share Agreement shall be reduced accordingly, to only reflect the outstanding

balance of the Amount Financed. If, for any reason, you do not require the full Amount Financed, and the total amount that is certified by and credited to your Educational Institution account at the time of your program's completion is less than \$[min\_fund] the Funder shall reserve the right to cancel the Income Share Agreement

- If you need to take time off of work for longer than a month, you are required to inform us in advance, your Payment Term may be deferred or otherwise adjusted
- **FOR VIRGINIA RESIDENTS:** Income Share Agreements are one tool that students use to finance their education. the Funder and your Educational Institution's Financial Aid Office provide assistance with eligibility for loans. For students who have existing private education loans, Virginia has a Student Loan Advocate to assist those who are struggling with repayment. You can contact the Student Loan Advocate at: State Council of Higher Education for Virginia, James Monroe Building, 10th Floor, 101 N. 14th Street, Richmond, VA 23219; [studentloan@schev.edu](mailto:studentloan@schev.edu); 804-786-2832. In addition, resources for prospective and current private education loan borrowers are available online at [schev.edu/privateloan](http://schev.edu/privateloan)

**For a full set of Terms and Conditions, you should consult your Income Share Agreement.**

## Income Share Agreement

This Income Share Agreement (the or this "ISA" or "Agreement") is made and entered into by and between [name] ("Obligor, "you", or "your"), and [FUNDER] (the "Funder"), including any successors or assigns (collectively, the "the Funder"), effective as of the date approved by the Funder (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 FROM THE FUNDER TO FUND YOUR DEGREE PROGRAM, YOU WILL PAY A PORTION OF YOUR Gross INCOME TO THE FUNDER 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 GROSS INCOME EACH MONTH, AS DESCRIBED IN THIS AGREEMENT.**

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

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

"Amount Financed" is the amount of money that the Funder will, subject to satisfaction of all Conditions Precedent, as defined in Section 3 herein, credited to your Educational Institution account for your Degree Program. It will be credited directly to your Educational Institution account on your behalf and will only be provided for qualified education expenses. Your Amount Financed for this Agreement is \$[funding].

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

"Deferred Month" means any Month that your Monthly Gross Income does not exceed the Minimum Income Threshold.

"Degree Program" means your eligible Degree Program studying [program], as offered by [institution].

"Derived Monthly Income" equals your annualized Gross Income for an entire calendar year divided by twelve (12).

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

"Disbursement Date" means the date upon which the Funder shall have credited at least the first portion of the Amount Financed, whether in one or multiple payments, to the Educational Institution on your behalf, in accordance with this Agreement, and subject to the Educational Institution's prior certification of the disbursement amount.

"Early Termination Amount" means payment or payments made by you to the Funder 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 Funder under this Agreement.

"Educational Institution" means the university, college, or other entity responsible for providing the Degree Program. For the purposes of this Agreement, Educational Institution shall specifically refer to [institution].

"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 you entered into with an Educational Institution confirming your enrollment in the Degree Program, subject to the terms and conditions defined therein.

"Final Disclosure" shall have the meaning set forth in Section 28(a), herein.

"Forbearance" means any period during the Payment Term where the Funder grants you a temporary pause in Monthly Payments due to the occurrence of specific hardships. 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.**

"Grace Period" is the time between when you complete the Degree Program and when the first Monthly Payment is due. **Your ISA has a Grace Period of [grace] months, subject to your graduation from the Degree Program. You will not receive a Grace Period and your Payment Term will immediately commence if you withdraw or are removed from your Degree Program prior to completion.**

"**Gross Income**" means your total gross amount of all combined wages, compensation, commissions, fees, tips, prizes and awards, interest and dividends, retirement income, and gross income from self-employment reported or required to be reported as part of your income tax return. Gross Income also includes any amounts earned by or payable to you, directly or indirectly, as a result of your provision of services to a related party and 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 Gross Income shall not include any income earned solely by your spouse, as demonstrated by you to the Funder's satisfaction. For any non-U.S. taxpayers, Gross Income shall substantively mean the equivalent of the amount that would be calculated based on this definition if the taxpayer were subject to pay income taxes within the U.S. At its discretion, the Funder may estimate your Gross 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 Funder. The Funder will specifically be permitted to, amongst other sources, use third party income verification and employment verification services to estimate your Gross Income if Funder is unable to verify your income based on the information or documentation provided, or if none is provided. If no acceptable information has been provided to Funder or Funder is unable to verify income using third party sources, the Funder will estimate your Gross Income at \$[assumed].

"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 [implied\_apr] %.

"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 on your behalf and all Monthly Payments actually paid by you under this Agreement.

"Income Share" refers to a fixed percentage of your Qualified Monthly Gross Income that you will owe to the Funder each month during the Payment Term, subject to your Qualified Monthly Gross Income being greater than or equal to the Minimum Income Threshold. **Your Income Share under this Agreement is [rate]%, subject to adjustment for a change in your final Amount Financed.**

"Funder" means [FUNDER] and its successors or assigns. All references to actions to be taken by the Funder and/or notices to be provided by the Obligor to the Funder, shall also be interpreted to include the Processing Agents.

"Maximum Monthly Payments" means the maximum number of Monthly Payments that you will pay to the Funder 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 [pay\_term\_max] monthly payments under this Agreement.

“Maximum Payment Period” means [**max\_pay\_per**] 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 \$[**mmit**] in Gross Income per month, which is equivalent to \$[**ymit**] annually. This is the minimum amount of Monthly Gross Income you must earn to be required to make an Income Share payment to the Funder 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 Gross Income” means the amount of Gross Income you receive during any month during the Payment Term. Monthly Gross Income will be based on total Gross Income received by you from all sources.

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

“Multiple Payment Cap” means the maximum amount you will pay to the Funder under this Agreement (excluding any fees provided for herein), regardless of your Gross Income, and regardless of when such payments are made under this Agreement. For your ISA, the **Multiple Payment Cap equals \$[max\_pay]**.

“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 [**pay\_term\_max**] months and begins upon the earlier of: (i) your withdrawal or removal from the Degree Program prior to graduation; or (ii) after your Grace Period upon graduation from your Degree Program.

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

“Processing Agent” has the meaning as described in Section 5 of the Agreement hereof. As of the Effective Date of this Agreement, the Processing Agent shall specifically include the Funder’s servicer, [**servicer**].

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

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

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

“Servicing Platform” means any Funder-approved interface provided, whether owned and / or operated by the Funder, Processing Agent, or a third-party technology provider that the Funder has designated to service this ISA under this Agreement.

**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 Funder agrees to credit the Amount Financed to your Educational Institution account on your behalf to support your Degree Program. In return, you agree to pay the Funder Monthly Payments in any Month during the Payment Term where your Qualified Monthly Gross 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:

- a. Your making a total number of Monthly Payments equal to the **Maximum Monthly Payments**; OR
- b. 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

- c. 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 Funder to perform under this Agreement are conditioned upon ALL of the following:
- a. **Certification.** [institution] certifying the Obligor's full-time enrollment in the Degree Program.
  - b. **Minimum Amount Financed.** The Obligor requiring no less than \$[min\_fund] under this Agreement.
  - c. **FAFSA.** The Obligor, if eligible, having already submitted a Free Application for Federal Student Aid (FAFSA), having received an award letter from the partner university, and having accepted all Pell Grant and subsidized Federal Direct loans to which the Obligor is eligible.
  - d. **Certification of job search.** The Obligor certifying that they will seek full-time employment upon completion of the Degree Program.

For the avoidance of doubt, to the extent that the Funder determines that the Conditions Precedent have not been satisfied prior to the Funding Date, the Funder shall notify the Obligor of its intent to cancel this Agreement, in accordance with Section 28(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 27. 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 crediting of the Amount Financed to your Educational Institution account, or, in the case of (iii) below, within three days of signing this Agreement, for the following reasons:
- a. **Reduced need.** The Obligor no longer requires the Amount Financed due to alternative funding acquired through scholarships, gifts, grant, or other aid.
  - b. **No longer pursuing Degree Program.** The Obligor no longer intends to enroll in the Degree Program.
  - c. **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 Funder of its intent to cancel this Agreement prior to the Disbursement Date. 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 Funder prior to the Disbursement Date, the Obligor shall be relieved of all obligations under this Agreement, except those specifically defined in Section 27. 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 Funder or another party acting as the agent of the Funder, managing and processing all aspects of this Agreement, including but not limited to monitoring your Gross Income in your bank account, processing payments, and performing Reconciliations. You further agree to cooperate with all requests made by the Funder 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 GROSS INCOME.

- a. **Payment Term.** Your Payment Term will start immediately upon the earlier of: (i) your withdrawal or removal from the Degree Program prior to graduation; or (ii) the beginning of your Payment Term following your graduation from your Degree Program. 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 Gross Income.** Upon completion of your Degree Program 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 Gross 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 Gross Income within five (5) business days of any event giving rise to such change. Once per year, the Funder will also ask you to validate your projected Gross Income; if, within thirty (30) days of such request you fail to provide the Funder with such validation, the Funder will assume that your Gross Income for the upcoming

**year has increased by 10%,** and you shall be thereafter responsible for payments of your Income Share in accordance with such projected Gross Income, until you provide other verifiable documentation to confirm your Gross Income with the Funder.

- c. **Monthly Payment Based on Projected Gross Income.** Based on the projected Gross Income you report to the Funder, subject to Reconciliation as provided below, you shall pay the Funder a Monthly Payment for each month in which you have Qualified Monthly Gross Income. If you do not provide any documents to permit the Funder to verify your Gross Income, as you have agreed to do under this Agreement, then the Funder shall reserve the right to assume your Gross Income using other information available to the Funder. If no such information is available to the Funder, the Funder will estimate your Gross income at \$[assumed], and you shall be thereafter responsible for payments of your Income Share in accordance with such projected Gross Income, until you provide other verifiable documentation to confirm your Gross Income with the Funder.
  - 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 bank account; or
    - ii. check from your bank account.You agree to execute authorizations and any other documentation necessary for the Funder 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 Funder 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 bank account, you will contact the Funder to request available payment methods to complete your Monthly Payments.
  - f. **Bank Account.** You agree that, prior to receiving any Gross Income, you will establish a bank account with a financial institution, and also will permit integration of the bank account with Servicing Platform, and its service providers, as necessary to permit the Funder to track your Gross Income, monitor account activity and balances, perform Reconciliations and, if elected by you, process and withdraw your Monthly Payments from your bank account. You further agree to provide details of the bank account as the Funder 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 bank account, you agree to give the Funder 30 days notice of the requested change and such details for the proposed replacement account as the Funder may reasonably request. If at any time during the Payment Term you change the password to your bank account or otherwise take any action that alters the ability of the Funder to monitor your bank account via the Servicing Platform, you agree to give the Funder prompt notice of the change and to comply with all requests of the Funder to integrate the new bank account with the Servicing Platform.
  - g. **Deposit of all Gross Income into the bank account linked to the Servicing Platform.** You agree that during the Payment Term you shall, for the purposes of permitting the Funder to verify your earnings, deposit all Gross Income received by you from any and all sources directly into your linked 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 Gross Income to your linked bank account. Your refusal or failure to connect your bank account to the Servicing Platform shall not relieve you of any of your obligations under this Agreement.
  - h. **Payment Deferrals and Extensions of Payment Term.** The Funder 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 Gross 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 Gross Income. However, it does not terminate this Agreement or any continuing obligations you may have to the Funder pursuant to this Agreement, including but not limited to the obligation to make additional payments if the Funder determines that you underreported your Gross 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 Funder shall have the right to examine and audit your records pertaining to your employment and to verify your Gross Income at any point or points during the Payment Term to ensure that you have properly reported your Gross Income and to verify that the Funder has properly

calculated and deducted Monthly Payments and other payment(s) owing hereunder (“Reconciliation”). You agree to cooperate with the Funder in the Reconciliation process.

- a. Confirmation of Gross Income and Employment. To permit the Funder to perform Reconciliation, you agree that you shall, within thirty (30) days of request:
  - i. verify your Gross Income as reported to the IRS by completing and delivering to the Funder an IRS Form 4506-T (or any successor form) or, at the Funder’s option, provide the Funder with 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 Funder may validate your employment and earnings via integration to your 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 Funder.
- b. Underreported Gross Income.
  - i. If at any time during the Payment Term, whether intentionally or unintentionally, you fail to report, or underreport, your Gross Income, resulting in one or more deferred Monthly Payments, or one or more lower Monthly Payments than the Funder is entitled to receive under this Agreement, the Funder 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 Funder the aggregate amount of the underpayment within thirty (30) days of receiving such notice. If you do not pay on time, the Funder may exercise its legal rights to collect such underpayment. In that case, you agree to pay the Funder’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 Gross Income you reported for such month, your Monthly Gross Income for that month shall be deemed to equal the Derived Monthly Income, and any additional amounts payable to the Funder will be subject to recapture pursuant to clauses (i) above, as the case may be.
- c. Overreported Gross Income.
  - i. If at any time during the Payment Term, for any reason, you overreport your Gross Income, resulting in larger Monthly Payments than the Funder is entitled to receive under this Agreement, you will have the right to notify the Funder of this and provide any documentation that the Funder may reasonably request to verify your claim of overpayment. If, after Reconciliation, the Funder agrees that you overreported your Gross Income, we will apply the overpayment to your future Monthly Payment obligations, or you can elect to have the overpayment refunded to you.
  - ii. If the Payment Term ends prior to correction of any overage in payments, as determined by Reconciliation, the Funder 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 Gross 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 Funder 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; EARLY TERMINATION 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. **Early Termination Amount.** You may at any time satisfy in full your financial obligations to the Funder under this Agreement by paying an amount equal to the Early Termination 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 a given date is deemed received on the next Business Day.	\$10
Returned Payment Fee	A fee charged if any payment is returned or fails for any 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 Funder or any other Person that, in the aggregate, obligate you to pay a total Income Share exceeding 20% of your Gross Income.
- b. **International Work.** If you move out of the United States during your Payment Term, you agree to continue to report Gross Income and to continue paying your Income Share of Qualified Monthly Gross Income.
- c. **Waiver of this Agreement 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. **Obligation in Event of Withdrawal or Dismissal.** If, for any reason, you withdraw or are dismissed from the Degree Program 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 Funder prompt notice of your withdrawal from the Degree Program and the effective date of your withdrawal.
- e. **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 Gross 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 Agreement confirms that any financial obligation incurred as a result of this Agreement 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 Gross Income in a separate bank account from your spouse.
- f. **Final Disclosure, Amount Financed.** In scenarios where your Educational Institution certifies your Amount Financed for less than the Amount Financed disclosed in the Approval Disclosure, the Estimated Total Costs will also change. Your Educational Institution cannot certify for a higher Amount Financed than you initially requested. Changes to the Estimated Total Costs, from what is disclosed in the Approval Disclosure, will include your Income Share Rate, Finance Charge, and Total of Payments to align with the updated Amount Financed. Your Income Share Rate will adjust the same percentage of the difference in the Amount Financed, with the Income Share Rate being rounded up to the nearest 10th of a percent. For example: A student applies for a product with the following parameters: a amount financed of \$2,500 - \$10,000, an income share percentage of 2.5% - 10% and a 1.5x multiple cap. In this example, the student applies for \$9,000 with an income share percentage of 9% and a total maximum possible payments of up to \$13,500. The student's educational institution certifies the ISA for \$8,000. The student will now have an income share percentage of 8.00% and a total maximum possible payments of up to \$12,000. The new income share percentage can be calculated as the maximum income share percentage possible for your product (in this example 10%), divided by the maximum amount financed (in this example \$10,000), multiplied by the certified amount financed (in this example \$8,000). Your specific product terms and ranges may differ; this is included for exemplar purposes only. PLEASE REVIEW YOUR FINAL DISCLOSURE FOR TOTAL PAYMENTS APPLICABLE TO YOUR FINAL CERTIFIED AMOUNT FINANCED.

- 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 Funder 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 Funder 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 Agreement, 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 Funder 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 Funder as follows:

  - a. that you are entering into this Agreement in good faith and with the intention to pay the Funder the Monthly Payments when due;
  - b. that all the information you have provided to the Funder 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 full-time employment immediately following completion of the Degree Program and during all times during the Payment Term that you are not employed or that you have Gross Income less than the Minimum Income Threshold;
  - f. during the Payment Term, you will timely report to the Funder any changes in your Employment status;
  - g. during the Payment Term, you will not conceal, divert, defer or transfer any of your Gross 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 Funder (including any assignee of the Funder) and/or the Funder, 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 Gross 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 Gross 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 Funder 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 Funder.** The Funder represents, warrants, and promises as follows:

  - a. **Confidentiality.** The Funder agrees that all non-public employment or financial information of Obligor and any non-public records or information provided to the Funder or its Processing Agents pursuant to this Agreement is personal and confidential information. The Funder 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 18 and 20 hereof.
  - b. **Security.** The Funder 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 the Funder's other rights and remedies hereunder, and subject to applicable law, the Funder 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 Gross Income within ninety (90) days of the due date; (iii) your failure to provide the Funder 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 Funder's request; (iv) your failure to provide details of and confirm ownership of your bank account within ninety (90) days of receiving written notice from Processing Agent or the Funder 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 Funder, pursuant to this Agreement; or (vi) your violation of any other provision, representation, or covenant in this Agreement that impairs the Funder's rights, including but not limited to, the receipt of information that the Funder 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 21 hereof, the Funder shall be entitled to: **(i) collect the amount that the Funder would have been owed if the Obligor had paid the Funder the monthly Income Share multiplied by the Gross 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 Funder 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 Funder'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 Funder's fees and costs due to your bankruptcy or insolvency, if applicable).
- c. **Equitable Remedies.** If the Funder concludes that money damages are not a sufficient remedy for any particular breach of this Agreement, then the Funder 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 Funder.

**16. RETAINED RIGHTS.** No breach or the termination of this Agreement will affect the validity of any of your accrued obligations owing to the Funder under this Agreement. Notwithstanding termination of the Payment Term, the Funder 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 Gross Income during the Payment Term.

**17. PERMITTED COMMUNICATIONS.** The Funder 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 Funder or Processing Agents, now or in the future. To the maximum extent allowable by law, you agree that the Funder 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 Funder and/or Processing Agents shall have no liability for such charges. You also agree that the Funder 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@strifunding.com (or such other email address as the Funder may provide to you from time to time), by calling (214) 775-9960, by submitting a secure message via reasonable means. 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 Funder to email or place calls and send text messages to you using an automatic dialer or artificial or prerecorded voice.

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

- a. In connection with the provision of the Amount Financed for the Degree Program defined herein, and by entering into this Agreement, you authorize the Funder and/or Processing Agents to obtain your credit report, verify the information that you provide to the Funder and/or Processing Agents, and gather such additional information that the Funder 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 Funder 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 the Funder obtained your credit report and, if so, the name and address of the consumer reporting agency that furnished the report. You further authorize the Funder to share your credit report and information therein with its assigns or affiliates (including but not limited to its parents, investors, and successors or assigns), which the Funder will do using reasonable data security procedures.

- b. You authorize the Funder and Processing Agents 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 Funder 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 Funder's intent to report your behaviors under this Agreement to the credit reporting agencies.
- c. You authorize the Funder 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 Funder 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 Funder 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 Funder 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 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.

19. **CUSTOMER IDENTIFICATION POLICY.** To help the government fight the funding of terrorism and money laundering activities, the Funder and Processing Agents will obtain, verify, and record information identifying you. When you enter into this Agreement, the Funder 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 Funder and Processing Agents to identify you. The Funder and Processing Agents may also ask to see your driver's license or other identifying documents.
20. **DATA.** You hereby consent to the Funder 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 Funder; (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 Funder's businesses. The Funder and Processing Agents shall own any data derived from or based upon the Data in conjunction with the foregoing rights.
21. **NOTICE AND CURE.** Prior to initiating any legal action or other proceeding regarding any past, present or future claim, dispute, or controversy, the Funder 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 Funder is asserting the Claim, the Funder 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.
22. **ARBITRATION OF CLAIMS AGAINST THE FUNDER. EXCEPT AS EXPRESSLY PROVIDED BELOW, AND TO THE EXTENT PERMITTED BY LAW, OBLIGOR AGREES THAT ANY CLAIM AGAINST THE FUNDER 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 FUNDER 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. IF YOU ARE A "COVERED BORROWER" AS THAT TERM IS DEFINED BY 32 C.F.R. § 232.3(G), THEN THIS ARBITRATION PROVISION DOES NOT APPLY TO YOU**
  - a. 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 "the Funder" includes: (i) the Funder; (ii) the Processing Agent, (iii) any assignee of this Agreement; (iv) any assignee, agent, designee, or servicer of the Funder; (v) the officers, directors, employees, affiliates, subsidiaries, and parents of all of the foregoing; and (vi) any Person named as a co-defendant with the Funder 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 Funder is cognizable in a small claims court (or your state's equivalent court) with jurisdiction over the Claim and the parties, Obligor or the Funder 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.
  - b. 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 Funder will consider in good faith any request by you for the Funder 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 otherwise provides a right to recover any of those fees from the other party.
- c. 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.
- d. 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.
23. **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 Funder 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 Funder 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.
24. **RIGHT TO REJECT:** You may reject this Arbitration Agreement by emailing a rejection notice to the Funder at support@stridefunding.com (or such other email address as the Funder 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.
25. **MILITARY LENDING ACT:** If you are covered by the Military Lending Act, (i) then you are not bound by the Dispute Resolution/Arbitration Provisions of this Section 22, 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. Furthermore, Federal law provides important protections to members of the Armed Forces and their dependents relating to extensions of consumer credit, including installment loans. In general, the cost of consumer credit to a member of the Armed Forces and their dependents may not exceed an annual percentage rate of 36 percent. This rate must include, as applicable to the credit transaction or account:
- the costs associated with credit insurance premiums;
  - fees for ancillary products sold in connection with the credit transaction;
  - any application fee charged (other than certain application fees for specified credit transactions or accounts); and
  - any participation fee charged (other than certain participation fees for a credit card account)
- To hear more disclosure by phone or for more information on whether this applies to you, please contact us at (214) 775-9960.

26. **LIMITATION OF LIABILITY.** EXCEPT TO THE EXTENT CAUSED BY THE WILLFUL MISCONDUCT OF THE FUNDER, THE FUNDER 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.
27. **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 (Permitted Communications), 21 (Notice and Cure), 22 (Arbitration of Claims Against the Funder), 23 (Class Action Waiver), 24 (Right to Reject), 25 (Military Lending Act), 26 (Limitation of Liability), 27 (Survival of Certain Provision), and 28 (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).
28. **GENERAL PROVISIONS.**
- a. **Entire Agreement.** This Agreement, inclusive of the Income Share Agreement Approval Disclosure and Final Disclosure incorporated by reference herein, 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 as to the disclosed rates, costs, and payment schedule between this document, the Income Share Agreement Approval Disclosure, and the Final Disclosure the Final Disclosure controls. For all other terms and conditions this Income Share Agreement shall control.
  - 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 Funder (and any Person that acquires a majority interest of the equity of the Funder 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 Degree Program), or obligations under this Agreement, except with the Funder'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 22 (Arbitration of Claims Against the Funder), 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 [FUNDER STATE], 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 Funder, at [support@stridefunding.com](mailto:support@stridefunding.com) or to such other email address as the Funder may provide to you from time to time, and (ii) when sent by the Funder to you via email at the email address you last provided to the Funder.
  - 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 FUNDER 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 OBLIGOR IS OF LEGAL AGE TO EXECUTE THIS AGREEMENT; (II) THAT OBLIGOR HAS HAD THE OPPORTUNITY TO READ THIS AGREEMENT AND TO REVIEW ITS TERMS AND CONDITIONS WITH OBLIGOR'S LEGAL AND FINANCIAL ADVISORS OF OBLIGOR'S CHOOSING; (III) THAT THE FUNDER IS NOT AN AGENT OR FIDUCIARY OR ADVISOR ACTING FOR OBLIGOR'S BENEFIT OR IN OBLIGOR'S FAVOR IN CONNECTION WITH THE EXECUTION OF THIS AGREEMENT; (IV) THAT THE FUNDER HAS NOT PROVIDED OBLIGOR WITH ANY LEGAL, ACCOUNTING, INVESTMENT, REGULATORY, OR TAX ADVICE WITH RESPECT TO THIS AGREEMENT; AND (V) THAT THE FUNDER HAS NOT MADE ANY PROMISES OR ASSURANCES TO OBLIGOR THAT ARE NOT EXPRESSLY SET FORTH IN WRITING IN THIS AGREEMENT. OBLIGOR UNDERSTANDS THAT, BY ENTERING INTO THIS THIS AGREEMENT, OBLIGOR IS AGREEING TO SHARE A FIXED PORTION OF OBLIGOR'S FUTURE GROSS INCOME IN CONSIDERATION OF RECEIVING THE AMOUNT FINANCED TO SUPPORT OBLIGOR'S DEGREE PROGRAM, IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THIS AGREEMENT.

You agree to all terms of this Agreement when you sign this Agreement. This Agreement shall not become effective until the Funder receives and accepts this Agreement, such acceptance evidenced by the Funder's crediting of the Amount Financed as outlined within this Agreement.

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

### **OBLIGOR**

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

Date: \_\_\_\_\_

Educational Institution: [institution]

Program: [program]

Expected Completion Date: [expected\_grad\_date]

### **[FUNDER]**

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

Date: \_\_\_\_\_

Name: [signatory]

Title: Authorized Signatory

# INCOME SHARE AGREEMENT APPLICATION & SOLICITATION DISCLOSURE

FUNDER:

[INSTITUTION]

[INSTITUTION ADDRESS 1]

[INSTITUTION ADDRESS 2]

The following provides information about the Income Share Agreement (“ISA”). If approved, you will be able to enter into an ISA with the Funder, where the Funder will credit funding to your Educational Institution account on your behalf, and in return, you will agree to make future payments to the Funder calculated based on your Gross Income as defined in the Income Share Agreement.

## Payment Terms & Fees

Available funding	
\$[min_fund] to \$[max_fund]	Your Income Share is the fixed percentage of your future Qualified Monthly Gross Income you will owe in return for the funding credited to your Educational Institution account on your behalf. <u>IT IS NOT AN INTEREST RATE OR AN ANNUAL PERCENTAGE RATE</u> . It is not affected by your credit history, nor is it affected by the presence or lack thereof of a co-signer.
Amount of funds you could receive if approved	
Income Share	<b>Your Income Share is fixed.</b> It will be based on the amount financed and program outcomes. This is the percentage of your Qualified Monthly Gross Income that you will pay each month during the Payment Term subject to the Minimum Income Threshold. <u>This percentage is a fixed percentage; however, your Monthly Payments will vary with your Income.</u>
The percentage of Gross Income used to calculate your Monthly Payments	<b>Your Monthly Payments will vary based on the amount of your Gross Income.</b> The total amount you will pay <u>may be more or less</u> than your Amount Financed. The total amount you will pay <u>may be more or less</u> than you would pay with a traditional fixed payment installment loan.
Minimum Income Threshold	The maximum you will pay is the lesser of: (1) [cap] of the Amount Financed (the “Multiple Payment Cap”) over the Payment Term, regardless of your Gross Income, OR (2) an amount that would cause your Implied Annual Percentage Rate to equal [implied_apr]% at any point during the Payment Term (the “Implied APR Cap”). You may also pay the lesser of the Multiple Payment Cap or Implied APR Cap (less any payments made to date plus any outstanding fees) in order to extinguish your obligations before the Payment Term ends.
\$[mmit] per month (equivalent of \$[lymit] / year)	
Minimum Gross Income below which no Monthly Payment is owed	

### Your ISA Ends Upon the Earliest to Occur of:

Maximum Monthly Payments	Multiple Payment Cap	Implied APR Cap	Maximum Payment Period
[pay_term_max] payments	[max_max_pay]	[implied_apr]% Implied APR	[max_pay_per] months
You will make Monthly Payments indexed to your income for this many months after the beginning of your Payment Term.	Payments end if the cumulative total of all Monthly Payments reaches this amount.	Payments end if the cumulative total of all Monthly Payments reaches an amount that at any point equals this Implied Annual Percentage Rate.	Payments end this many months after the beginning of your Payment Term, no matter the amount of dollars or number of payments made to the Funder. <sup>1</sup>

<sup>1</sup> Your Maximum Payment Period is inclusive of any months where Monthly Payments are made as well as any months that are Deferred Months; this will only be extended if you receive Forbearance, which will extend your Maximum Payment Period on a one-for-one basis.

FEES
<ul style="list-style-type: none"> <li>Application Fee: \$0.00</li> <li>Disbursement Fee: \$0.00</li> <li>Origination Fee: \$0.00</li> <li>Late Fee: \$10.00</li> <li>Returned Payment Fee: \$20.00, or maximum permitted under state law, whichever is less</li> <li>Failure to Provide Income Documentation Fee: \$30.00</li> </ul>

## Estimated Payment Schedule & Examples

The total amount you will pay for this Income Share Agreement will vary depending on your future Gross Income. Subject to the other terms outlined in this Disclosure and in your Income Share Agreement, you will repay a fixed share of your Gross Income during the Payment Term, provided you earn at least the Minimum Income Threshold and have not yet paid an aggregate amount equal to the lesser of the Multiple Payment Cap or that would cause your Implied Annual Percentage Rate to equal the Implied APR Cap.

To help illustrate how much you might pay under this Income Share Agreement we have provided the tables below showing the total ISA payments at different levels of Gross Income, assuming an Income Share of [example\_asd\_isp]%, and a Amount Financed of \$[example\_asd\_funding] and [max\_mon\_grad] months to graduation. *For simplicity, the chart assumes that your Gross Income is consistent throughout the entire Payment Term. Your total payments may be less or more than estimated here if your certified Amount Financed is less than the maximum available Loan Amount. PLEASE REVIEW YOUR FINAL DISCLOSURE FOR TOTAL PAYMENTS APPLICABLE TO YOUR FINAL CERTIFIED AMOUNT FINANCED.*

Average Gross Income throughout the entire Payment Term.		Estimated Monthly Payment scenarios based on different levels of Gross Income. All scenarios assume an Income Share of [example_asd_isp]%, Amount Financed of \$[example_asd_funding] and [max_mon_grad] months until graduation.			Cost of Financing	
Annual Gross Income	Monthly Gross Income	Monthly Payments <sup>2</sup>	Total Payments <sup>2</sup>	Total Monthly Payments Made <sup>3</sup>	Maximum Implied APR <sup>3</sup>	Implied Finance Charge
While enrolled	\$0.00	\$0.00	0	0	N/A	N/A
During Grace Period	\$0.00	\$0.00	0	0	N/A	N/A
\$[X]	\$[X]	\$[X]	\$[X]	[X]	[X]%	\$[X]
\$[X]	\$[X]	\$[X]	\$[X]	[X]	[X]%	\$[X]
\$[X]	\$[X]	\$[X]	\$[X]	[X]	[X]%	\$[X]
\$[X]	\$[X]	\$[X]	\$[X]	[X]	[X]%	\$[X]
\$[X]	\$[X]	\$[X]	\$[X]	[X]	[X]%	\$[X]
\$[X]	\$[X]	\$[X]	\$[X]	[X]	[X]%	\$[X]
\$[X]	\$[X]	\$[X]	\$[X]	[X]	[X]%	\$[X]
\$[X]	\$[X]	\$[X]	\$[X]	[X]	[X]%	\$[X]

When your Monthly Gross Income is less than the Minimum Income Threshold, your account will be placed in a deferment status, and you will not be required to make payments. If your cumulative payments reach the lesser of the Multiple Payment Cap or the Implied APR Cap, then you make no further Monthly Payments, even if you have paid less than the Maximum Monthly Payments, and your account is closed in good standing. **The total payments column and total monthly payments made column assume that your Monthly Gross Income remains the same over the Payment Term. Your actual**

<sup>2</sup> Due to the impact of the Multiple Payment Cap and Implied APR Cap, the Monthly Payment owed in the final month of payment may be less than this amount

<sup>3</sup> This assumes you have the same Gross Income from the first day of your Payment Term until the end of the Payment Term, and that no deferrals or other pauses to payments occur. Your income will likely change over time.

**total payments may be higher or lower than the projected amount in this illustration since your Monthly Gross Income may fluctuate over time.** Remember that your Monthly Gross Income will depend on many factors, including your occupation, industry, and the area of the country in which you work.

## Federal Loan Alternatives

---

Loan program	Current Interest Rates by Program Type (for loans with a first disbursement between July 1, 2022 and June 30, 2023)	You may qualify for Federal education loans. For additional information, contact your school's financial aid office or the Department of Education at: <a href="https://studentaid.gov/">https://studentaid.gov/</a>
PERKINS	N/A Program Discontinued	
DIRECT for Students	4.99% fixed – Undergraduate subsidized & unsubsidized	
	6.54% fixed – Graduate / Professional unsubsidized	
DIRECT PLUS for Parents and Graduate / Professional Students	7.54% – Federal Direct Loan	

## Next Steps

---

### 1. Find Out About Other Student Financing Options.

Visit <https://studentaid.gov/understand-aid/types> or your Educational Institution's financial aid office for information about alternative ways to finance your education.

### 2. To Apply for this ISA, Complete the Application and Self-Certification Form.

You may get this certification form from your school's financial aid office or contact us for assistance. If you are approved for this ISA, the ISA terms will be available for 30 days (terms will not change during this period, except as permitted by law).

## Reference Notes

---

### Eligibility Criteria

To be eligible to participate in the Income Share Agreement Program, you must:

- Be enrolled at least half-time in an eligible Program
- Be 18 years old at the time of contract execution
- Be a United States citizen, Permanent Resident, or eligible for work and residency under DACA or TPS programs
- Legal right to work in the US or be present in the US under Temporary Protected Status (TPS) and have a valid and current employment authorization document
- Be a resident of any U.S. state with the exception of: Colorado or West Virginia
- Provide a social security number (SSN) issued by the Social Security Administration (SSA)
- Provide a verifiable physical domestic (US) address; for example, P.O. Boxes are not acceptable
- Have already submitted a Free Application for Federal Student Aid (FAFSA), received an award letter from the partner university, and have accepted all Pell Grant and subsidized Federal Direct Loans to which you are eligible.

### How will your Gross Income be determined?

Please refer to the definition of "Gross Income" in Section 1 of the Income Share Agreement for a full definition. In summary, the Funder defines Gross Income as your total gross amount of all combined gross wages, compensation, and gross income from self-employment reported or required to be reported on an income tax return. Gross Income also

includes non-cash consideration received by you or deemed earned by you, directly or indirectly, such as contributions made to a deferred or equity compensation plan on your behalf. Income and distributions received by you from your participation in any entity. Equity rights or deferred compensation received during the Payment Term. Any amounts earned by or payable to you, directly or indirectly, as a result of your provision of services to a related party.

### **Monthly Payments**

Your Monthly Payments equal your Income Share times the amount of your Qualified Monthly Gross Income. We calculate your initial payments using your pay stub, letter from your employer, self-employment contract, consulting agreement, or other verifiable source acceptable to us. We re-calculate your Monthly Payments any time your Gross Income changes, based on information you provide us such as an updated pay stub. We also re-calculate your Monthly Payments once per year upon your filing income tax returns with the IRS.

### **Reconciliation**

Annually, we will perform a reconciliation process, requiring a copy of your tax return and your authorization to obtain a tax transcript (currently, an IRS Form 4506). We will calculate your Gross Income, verify it against your tax return, and compare it to the amounts you reported and paid during the year. If you underpaid during the year, you will have thirty (30) days from receipt of notice of such underpayment to pay the aggregate amount of the underpayment.

If you overpaid during the year, we will apply the overpayment to your future Monthly Payment obligations, or you can elect to have the overpayment refunded to you. We will use your updated Gross Income information to set your new Monthly Payments thereafter. The amount of these Monthly Payments can be changed any time you provide updated Gross Income information that warrants a change.

### **Payment Status**

If your Monthly Gross Income is above the Minimum Income Threshold, your Monthly Payments will begin at the start of your Payment Term. You will only receive a Grace Period if you graduate from your Degree Program. If you withdraw from your Degree Program, you will not receive a Grace Period— your Payment Term will immediately begin and you will make Monthly Payments when your Monthly Gross Income is above the Minimum Income Threshold.

We will calculate your first Monthly Payment using a verifiable source of your Monthly Gross Income that you provide to us at least 30 days before the beginning of your Payment Term. During the Payment term, if your Monthly Gross Income during a given month is less than the Minimum Income Threshold, or if you are unemployed and can demonstrate that you are actively seeking employment, you have no obligation to make a Monthly Payment. You must contact the Funder to let us know that your Monthly Gross Income is below the Minimum Income Threshold. **Do not stop making Monthly Payments without notifying us.**

In months when your Monthly Gross Income is less than the Minimum Income Threshold and you do not make a Monthly Payment, the month does not count towards your required number of Maximum Monthly Payments, but the month does count towards the Maximum Payment Period.

### **Forbearance**

Under certain circumstances, in our sole discretion, we may grant you a forbearance. You may upon approval take up to a total of six (6) months of forbearance, though a forbearance period cannot be longer than three (3) continuous months at one time. During a forbearance, you will not be required to make Monthly Payments. **Months you are in forbearance will extend your Payment Term on a one-for-one basis.**

### **Early Termination**

You may terminate your Income Share Agreement at any time by making a payment equal to 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.

### **Bankruptcy; Death; Disability**

If you file for bankruptcy, you may still be required to pay back the Income Share Agreement. However, the Funder will not enforce its rights under the United States Bankruptcy Code in this way and shall at no time assert that the Income Share Agreement is non-dischargeable as a qualified student loan as set forth in 11 U.S.C. § 523(a)(8) or such other law that may, in the future, limit the dischargeability of income share agreements where such limitation on dischargeability is based upon

the use of the Income Share Agreement for educational expenses. However, we may seek the payment of any amounts that were due and unpaid as of the date of your bankruptcy filing.

We will waive what you owe under the Income Share 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 of the Income Share Agreement.

## Privacy

Your privacy is important to us. You have been provided with the Privacy Policy that sets forth how we use your information. The Privacy Policy is also available at [www.stridefunding.com/privacypolicy](http://www.stridefunding.com/privacypolicy) and [INSTITUTION PRIVACY POLICY].

## Other important terms

- Under the Income Share Agreement, you are expected to seek full-time employment immediately following the completion of the Degree Program, and to take all actions to remain employed for the duration of the Payment Term. **If you do not comply with these covenants, you may be considered in breach of the Income Share Agreement.**
- You are entitled to seek and obtain employment while enrolled in your Degree Program, though you are not required to under the Income Share Agreement, nor will such employment affect your Monthly Payments owed to the Funder.
- If you need to take time off of work for longer than a month, you are required to inform us in advance; your Payment Term may be deferred or otherwise adjusted.
- **FOR VIRGINIA RESIDENTS:** Income Share Agreements are one tool that students use to finance their education. The Funder and your Educational Institution's Financial Aid Office provide assistance with eligibility for traditional fixed payment installment loans or income share agreements. For students who have existing private education loans, Virginia has a Student Loan Advocate to assist those who are struggling with repayment. You can contact the Student Loan Advocate at: State Council of Higher Education for Virginia, James Monroe Building, 10th Floor, 101 N. 14th Street, Richmond, VA 23219; [studentloan@schev.edu](mailto:studentloan@schev.edu); 804-786-2832. In addition, resources for prospective and current private education loan borrowers are available online at [schev.edu/privateloan](http://schev.edu/privateloan).

For a full set of Terms and Conditions, you should consult your Income Share Agreement.

# INCOME SHARE AGREEMENT FINAL DISCLOSURE

BORROWER	FUNDER:	RIGHT TO CANCEL
[name] [address]	[INSTITUTION] [INSTITUTION ADD1] [INSTITUTION ADD2]	You have the right to cancel this transaction, without penalty, by midnight on [RTC3DAYDATE]. No funds will be disbursed to you or to your school until after this time. You may cancel by calling us at (214) 775-9960.

## Income Share Agreement (“ISA”) Rates & Estimated Total Costs

AMOUNT FINANCED	INCOME SHARE RATE	FINANCE CHARGE	TOTAL OF PAYMENTS
\$[FUNDING]	[RATE]%	Up to \$[FINCHARGE]	\$[MAXPAY]
The total amount you are borrowing.	The fixed percentage of your future Qualified Monthly Gross Income used to calculate your Monthly Payment.	The maximum amount of financing cost this ISA could cost you beyond the Amount Financed.	The maximum cumulative amount of all Monthly Payments this ISA could cost you according to the terms of this disclosure.

Key ISA Terms		Your Payment Term Ends Upon the Earliest of:					
Minimum Income Threshold	Grace Period	Maximum Monthly Payments <input type="radio"/> OR [PAYTERMMAX] payments	Multiple Payment Cap <input type="radio"/> OR \$[MAXPAY]	Implied APR Cap <input type="radio"/> OR [IMPLIEDAPR] % Implied APR	Maximum Payment Period <input type="radio"/> OR [MAXPAYPER] months		
\$[MMIT] / month \$[YMIT] / yr	[GRACE] months	You are required to make Monthly Payments only when your Monthly Gross Income is at least this amount.	The time after you complete your Degree Program before the Payment Term begins; you will not receive a Grace Period if you withdraw prior to graduation.	You will make Monthly Payments indexed to your income for this many months after the beginning of your Payment Term.	Payments end if the cumulative total of all Monthly Payments reaches this amount.	Payments end if the cumulative total of all Monthly Payments reaches an amount that at any point equals this Implied Annual Percentage Rate.	Payments end this many months after the beginning of your Payment Term, no matter the amount of dollars or number of payments made to the Funder. <sup>1</sup>

<sup>1</sup> Your Maximum Payment Period is inclusive of any months where Monthly Payments are made as well as any months that are Deferred Months; this will only be extended if you receive Forbearance, which will extend your Maximum Payment Period on a one-for-one basis.

ITEMIZATION OF AMOUNT FINANCED		THE AMOUNT YOU PAY
Amount paid to you	\$0.00	<ul style="list-style-type: none"> <li><b>Your rate is variable.</b> This means that your actual rate varies based on what you earn in the future and may increase if your future earnings increase.</li> </ul>
Amount paid to others on your Behalf:	+ \$[FUNDING]	<ul style="list-style-type: none"> <li><b>ISA Percentage.</b> Your Income Share Rate is [RATE]%. This percentage <u>will not change</u> and will be multiplied by your future income to calculate your future payments.</li> </ul>
● To [INSTITUTION]		<ul style="list-style-type: none"> <li><b>What you pay will change.</b> This means that it varies with your future earnings and could be lower or higher than the estimates on this form. <u>When you earn over the Minimum Income Threshold, your Monthly Payment will be your Monthly Gross Income multiplied by [RATE].</u></li> </ul>
Amount Financed ● The amount of credit provided on your behalf	= \$[FUNDING]	<ul style="list-style-type: none"> <li><b>Understanding APR.</b> The annual percentage rate (or APR) is a measure of the cost of credit as a yearly rate. It is not an interest rate but relates the amount and timing of the amounts you receive (or that are paid on your behalf) to the amounts you will pay and the timing of these payments.</li> <li><b>APR will Change.</b> Because the payments you will make will vary with what you earn in the future, the APR (or cost of this Income Share Agreement) will change based on how much you earn.</li> </ul>
Initial finance charges (total)	+ \$0.00	<ul style="list-style-type: none"> <li><b>Maximum You Will Pay.</b> Although your Annual Percentage Rate (APR) (the cost of credit) will change based on your income, <b>it will never exceed a maximum APR of [IMPLIEDAPR]%</b>.</li> </ul>
Amount Financed	= \$[FUNDING]	<ul style="list-style-type: none"> <li><b>Your Annual Percentage Rate (APR) will vary between 0% and [IMPLIEDAPR]% under this ISA, with an estimated midpoint of [MIDAPR].</b><sup>2</sup> What you will pay will be determined by what you actually earn in the future. For more information about the APR under different income scenarios see the Estimated Payment Schedule &amp; Examples.</li> </ul>

FEES
<ul style="list-style-type: none"> <li>Application Fee: \$0.00</li> <li>Disbursement Fee: \$0.00</li> <li>Origination Fee: \$0.00</li> <li>Late Fee: \$10.00</li> <li>Returned Payment Fee: \$20.00, or maximum permitted under state law, whichever is less</li> <li>Failure to Provide Income Documentation Fee: \$30.00</li> </ul>

## Estimated Payment Schedule & Examples

### What will your payments look like under this ISA?

The total amount you will pay for this Income Share Agreement will vary depending on your future Gross Income. Subject to the other terms outlined in this Disclosure and in your Income Share Agreement, you will repay a fixed [RATE]% Income Share of your Gross Income during the Payment Term, provided you earn at least the Minimum Income Threshold and have not yet paid an aggregate amount equal to the Multiple Payment Cap or that would cause your Implied Annual Percentage Rate to equal the Implied APR Cap.

<sup>2</sup> \*\*NOTE REGARDING ESTIMATES\*\* The midpoint APR disclosed here is an estimate. The estimate assumes that you pay an APR that is the midpoint between 0% and [IMPLIEDAPR]%. Your actual APR will be determined by what you actually earn in the future. For more information about the range of APRs that you might pay under this ISA, please see the Estimated Payment Schedule & Examples.

To help illustrate how much you might pay under the Income Share Agreement we have provided the tables below showing the total ISA payments at different levels of Gross Income, assuming an Income Share of [RATE]%, a Amount Financed of \$[FUNDING], and [MAXMONGRAD] months to graduation. *For simplicity, the chart assumes that your Gross Income is consistent throughout the entire Payment Term.*

Average Gross Income throughout the entire Payment Term.		Estimated Monthly Payment scenarios based on different levels of Gross Income. All scenarios assume an Income Share of [RATE]%, Amount Financed of \$[FUNDING], and [MAXMONGRAD] months until graduation.			Cost of Financing	
Annual Gross Income	Monthly Gross Income	Monthly Payments <sup>3</sup>	Total Payments <sup>4</sup>	Total Monthly Payments Made <sup>4</sup>	Maximum Implied APR <sup>4</sup>	Implied Finance Charge
While enrolled	\$0.00	\$0.00	\$0.00	0	N/A	N/A
During Grace Period	\$0.00	\$0.00	\$0.00	0	N/A	N/A
\$[X]	\$[X]	\$[X]	\$[X]	[X]	[X]%	\$[X]
\$[X]	\$[X]	\$[X]	\$[X]	[X]	[X]%	\$[X]
\$[X]	\$[X]	\$[X]	\$[X]	[X]	[X]%	\$[X]
\$[X]	\$[X]	\$[X]	\$[X]	[X]	[X]%	\$[X]
\$[X]	\$[X]	\$[X]	\$[X]	[X]	[X]%	\$[X]
\$[X]	\$[X]	\$[X]	\$[X]	[X]	[X]%	\$[X]
\$[X]	\$[X]	\$[X]	\$[X]	[X]	[X]%	\$[X]
\$[X]	\$[X]	\$[X]	\$[X]	[X]	[X]%	\$[X]
\$[X]	\$[X]	\$[X]	\$[X]	[X]	[X]%	\$[X]

The illustration assumes a Amount Financed of \$[FUNDING] an Income Share of [RATE]%, a [MAXMAXPAY] Multiple Payment Cap, a [APR]% Implied APR Cap, and Monthly Payments tied to Gross Income over the Payment Term. When your Monthly Gross Income is less than the Minimum Income Threshold, your account will be placed in a deferment status, and you will not be required to make payments. If your cumulative payments reach an amount that causes you to hit either the Multiple Payment Cap or the Implied APR Cap, then you make no further Monthly Payments, even if you have paid less than the Maximum Monthly Payments, and your account is closed in good standing. **The total payments column assumes that your average Monthly Gross Income remains the same over the Payment Term. Your actual total payments may be higher or lower than the projected amount in this illustration since your Monthly Gross Income may fluctuate over time.** Please see the below table for some possible income growth scenarios. Remember that your Monthly Gross Income will depend on many factors, including your occupation, industry, and the geography where you work.

### How might my cumulative payments change based on my growth in Gross Income?

Recognizing that your Gross Income may grow over the Payment Term, we have also provided the table below highlighting maximum total payments over the Payment Term assuming different starting salaries and Gross Income growth rates.

<sup>3</sup> Due to the impact of the Multiple Payment Cap and Implied APR Cap, the Monthly Payment owed in the final month of payment may be less or more than this amount

<sup>4</sup> This assumes you have the same Gross Income from the first day of your Payment Term until the end of the Payment Term, and that no deferrals or other pauses to payments occur. Your income will likely change over time.

Illustrative initial Gross Income the first month after the start of your Payment Term		Estimated total payment scenarios based on different levels of Gross Income and income growth rates. All scenarios assume an Income Share of [RATE]%, Amount Financed of \$[FUNDING], and [MONGRAD] months until graduation.			
Annual Gross Income	Monthly Gross Income	0.0% Growth	2.5% Growth <sup>5</sup>	5.0% Growth <sup>5</sup>	7.5% Growth <sup>5</sup>
\$[X]	\$[X]	\$[X]	\$[X]	\$[X]	\$[X]
\$[X]	\$[X]	\$[X]	\$[X]	\$[X]	\$[X]
\$[X]	\$[X]	\$[X]	\$[X]	\$[X]	\$[X]
\$[X]	\$[X]	\$[X]	\$[X]	\$[X]	\$[X]
\$[X]	\$[X]	\$[X]	\$[X]	\$[X]	\$[X]
\$[X]	\$[X]	\$[X]	\$[X]	\$[X]	\$[X]
\$[X]	\$[X]	\$[X]	\$[X]	\$[X]	\$[X]
\$[X]	\$[X]	\$[X]	\$[X]	\$[X]	\$[X]

## Reference Notes

---

### Educational Institution Disbursement

The Amount Financed available under the Income Share Agreement will be credited directly by the Funder to [INSTITUTION] on your behalf, subject to completion of the Conditions Precedent as set forth in Section 3 of the Income Share Agreement.

Your funding will only be credited to your student account, upon (i) Educational Institution certifying your full-time enrollment in the Degree Program, (ii) your requested Amount Financed being no less than \$[MINFUND] under this Agreement, and (iii) you certifying that you will seek full-time employment upon completion of the Degree Program, and fully and completely participate in the career support and placement services offered by Educational Institution upon the completion of the Degree Program.

To the extent that the Conditions Precedent are not satisfied, or if you cancel the Income Share Agreement in accordance with Section 4 of the Income Share Agreement, the funds will not be credited to your student account.

### How do these payments compare to what they might be under a fixed payment installment loan?

Unlike traditional fixed payment installment loans, an ISA represents your obligation to make payments linked to a specific, fixed percentage of your Gross Income and does not give the Funder any rights regarding your educational or employment pursuits. **The amount you will be required to pay under the Income Share Agreement may be more or less than the Amount Financed you receive and will vary directly in proportion to your future Gross Income. The amount you will be required to pay under the Income Share Agreement may be more or less than would be required under a traditional fixed payment installment loan.**

**ALTHOUGH YOUR INCOME SHARE RATE IS FIXED, YOUR MONTHLY PAYMENTS WILL VARY DEPENDING ON YOUR GROSS INCOME UNDER THE INCOME SHARE AGREEMENT, SUBJECT TO THE MINIMUM INCOME THRESHOLD. THE TOTAL YOU ULTIMATELY PAY MAY BE LESS THAN THE AMOUNT FINANCED, IT MAY BE MORE THAN THE AMOUNT FINANCED AND LESS THAN REPAYMENTS UNDER A COMPARABLE FIXED PAYMENT INSTALLMENT LOAN, IT MAY BE MORE THAN PAYMENTS**

---

<sup>5</sup> This assumes that income grows consistently each month during the Payment Term at an amount that, when compounded monthly, equals the specified annual growth rate. Your Gross Income may grow on a less regular basis, or not at all, which will impact the amount you pay on a monthly basis.

**UNDER A COMPARABLE FIXED PAYMENT INSTALLMENT LOAN AND LESS THAN THE MULTIPLE PAYMENT CAP OR IMPLIED APR CAP, OR IT MAY EQUAL THE MULTIPLE PAYMENT CAP OR IMPLIED APR CAP.**

### **When are payments required?**

Your Monthly Payments will begin at the beginning of your Payment Term and if your Monthly Gross Income is above the Minimum Income Threshold. You will only receive a Grace Period if you graduate from your Degree Program. If you withdraw from your Degree Program, you will not receive a Grace Period and your Payment Term will immediately begin and you will make Monthly Payments when your Monthly Gross Income is above the Minimum Income Threshold.

We will calculate your first Monthly Payment using a verifiable source of your Monthly Gross Income that you provide to us at least 30 days before the beginning of your Payment Term. If your Monthly Gross Income during a given month during the Payment Term is less than the Minimum Income Threshold, or if you are unemployed and can demonstrate that you are actively seeking employment, you have no obligation to make a Monthly Payment. You must contact the Funder to let us know that your Monthly Gross Income is below the Minimum Income Threshold. **Do not stop making Monthly Payments without notifying us.**

Additionally, in months when your Monthly Gross Income is less than the Minimum Income Threshold and you do not make a Monthly Payment, the month does not count towards your required number of Maximum Monthly Payments, but the Month does count towards the Maximum Payment Period.

### **What is your Gross Income under this ISA?**

Please refer to the definition of "Gross Income" in Section 1 of the Income Share Agreement for a full definition. In summary, the Funder defines Gross Income as your total gross amount of all combined wages, compensation, and gross income from self-employment reported or required to be reported on an income tax return. Gross Income also includes non-cash consideration received by you or deemed earned by you, directly or indirectly, such as contributions made to a deferred or equity compensation plan on your behalf. Income and distributions received by you from your participation in any entity. Equity rights or deferred compensation received during the Payment Term. Any amounts earned by or payable to you, directly or indirectly, as a result of your provision of services to a related party

The Funder may, at its discretion, estimate your Gross Income using documentation other than your U.S. federal income tax return, provided that the documentation is another verifiable source acceptable to the Funder such as third party verification services. You are required to keep in touch with us and let us know if your Gross Income or financial situation changes. For example, if you change your bank account, move, change jobs, get a raise, or are between jobs, you will need to notify the Funder of this change using your portal [SERVICER WEBSITE] or by calling [SERVICER PHONE] within thirty (30) business days of such change occurring.

### **Reconciliation**

**Please refer to the definition of "Reconciliation" in Section 7 of the Income Share Agreement for a full definition. In summary,** under the Income Share Agreement, the Funder will have the right to conduct a Reconciliation for up to one (1) year following the end of the calendar year of your Payment Term. During this time, the Funder will inspect all relevant and verifiable documents and sources to confirm your Gross Income during the Payment Term. **As a result of the Reconciliation, you may owe more or less money if it is determined that you Gross more or less money than was originally reported.**

The reconciliation process requires a copy of your tax return and your authorization to obtain a tax transcript (Currently, an IRS Form 4506-T). We will calculate your Gross Income, verify it against your tax return, and compare it to the amounts you reported and paid during the year. **If you underpaid during the year, you will have thirty (30) days from receipt of notice of such underpayment to pay the aggregate amount of the underpayment.**

**If you overpaid during the year, we will apply the overpayment to your future Monthly Payment obligations, or you can elect to have the overpayment refunded to you.** We will use your updated Gross Income information to set your new Monthly Payments thereafter. The amount of these Monthly Payments can be changed any time you provide updated Gross Income information that warrants a change.

If you do not provide us with income verification documentation under Subsections 6(b) and 7(a), and Section 13 of the Income Share Agreement, you will be in breach of the Income Share Agreement and will be charged a Fee of \$30.00.

## Forbearance

Under certain circumstances, in our sole discretion, we may grant you a forbearance. You may take up to a total of six (6) months of forbearance, though a forbearance period cannot be longer than three (3) continuous months at one time. During a forbearance, you will not be required to make Monthly Payments. **Months you are in forbearance will extend your Payment Term on a one-for-one basis.**

## Early Termination

You may terminate your Income Share Agreement at any time by making a payment equal to 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.

## Bankruptcy; Death; Disability

If you file for bankruptcy, you may still be required to pay monies due under the Income Share Agreement. However, the Funder will not enforce its rights under the United States Bankruptcy Code in this way and shall at no time assert that the Income Share Agreement is non-dischargeable as a qualified student loan as set forth in 11 U.S.C. § 523(a)(8) or such other law that may, in the future, limit the dischargeability of Income Share Agreements where such limitation on dischargeability is based upon the use of the Income Share Agreement for educational expenses. However, we may seek the payment of any amounts that were due and unpaid as of the date of your bankruptcy filing.

We will waive what you owe under the Income Share 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 of the Income Share Agreement.

## Privacy

Your privacy is important to us. You have been provided with the Privacy Policy that sets forth how we use your information. The Privacy Policy is also available at [www.stridefunding.com/privacypolicy](http://www.stridefunding.com/privacypolicy) and [INSTITUTION PRIVACY POLICY].

## Other important terms

By entering into the Income Share Agreement, you will have access to the following benefits:

- No payments due while enrolled in your Degree Program
- If you complete your Degree Program, you will not owe any Income Share payments until after your Grace Period has ended, and you will never owe anything during any month that you make less than the Minimum Income Threshold
- In the event of death, the Income Share Agreement obligations are not passed on to your relatives

You should also note that:

- THE INCOME SHARE AGREEMENT IS SUBJECT TO AN ARBITRATION AND CLASS ACTION WAIVER FOUND IN SECTIONS 22 AND 23 OF THAT AGREEMENT, RESPECTIVELY. IF YOU ARE COVERED BY THE MILITARY LENDING ACT, YOU ARE NOT BOUND BY THE ARBITRATION AND CLASS ACTION WAIVER IN SECTIONS 22 AND 23 OF THE INCOME SHARE AGREEMENT, RESPECTIVELY.
- Under the Income Share Agreement, you are expected to seek full-time employment immediately following the completion of your Degree Program, and to take all actions to remain employed for the duration of the Payment Term. If you do not comply with these covenants, you will be considered in breach of the Income Share Agreement
- You may cancel the Income Share Agreement within three (3) days of receiving this Final Disclosure, or any time prior to the Funder's crediting of the Amount Financed to your account, for the reasons defined in Section 4 of the Income Share Agreement
- Under the Income Share Agreement, we will only credit funds to your Educational Institution account when the Conditions Precedent, defined in Section 3 therein, are fully satisfied at the sole discretion of the Funder. To the extent that the Conditions Precedent are not satisfied, and the Funder does not credit the Amount Financed to your account, you will not be required to pay the Funder any of your future Gross Income under the Income Share Agreement

- After we credit funds to your Educational Institution account, if you do not complete the program, you will owe your Income Share as soon you are earning at least the Minimum Income Threshold per month
- If, for any reason, your Educational Institution refunds a portion of the Amount Financed to the Funder, your Income Share under the Income Share Agreement shall be reduced accordingly, to only reflect the outstanding balance of the Amount Financed. If, for any reason, you do not require the full Amount Financed, and the total amount that is certified by and credited to your Educational Institution account at the time of your program's completion is less than \$[MINFUND] the Funder shall reserve the right to cancel the Income Share Agreement
- If you need to take time off of work for longer than a month, you are required to inform us in advance, your Payment Term may be deferred or otherwise adjusted
- **FOR VIRGINIA RESIDENTS:** Income Share Agreements are one tool that students use to finance their education. the Funder and your Educational Institution's Financial Aid Office provide assistance with eligibility for loans. For students who have existing private education loans, Virginia has a Student Loan Advocate to assist those who are struggling with repayment. You can contact the Student Loan Advocate at: State Council of Higher Education for Virginia, James Monroe Building, 10th Floor, 101 N. 14th Street, Richmond, VA 23219; [studentloan@schev.edu](mailto:studentloan@schev.edu); 804-786-2832. In addition, resources for prospective and current private education loan borrowers are available online at [schev.edu/privateloan](http://schev.edu/privateloan)

**For a full set of Terms and Conditions, you should consult your Income Share Agreement.**

**UNIVERSITY OF COLORADO AT BOULDER**  
**FINANCIAL AID FUND**  
**PROMISSORY NOTE**

Name		Social Security Number		Student ID		Today's Date	
Local Address: Street/Apt. No./P.O. Box			Permanent Address: (if different) Street/Apt. No./P.O. Box				
City/State			City/State				
E-mail Address	Phone No.	Mobile Phone No.	Alternative Phone N/A	Driver's License No.	State Issued	Date of Birth	
<b>LOAN INFORMATION</b>							
Loan Amount <b>\$</b>	Project No. <b>1057483</b>	SpeedType <b>15011048</b>	Note No.			Note Date	
<b>REPAYMENT SCHEDULE</b>	GRACE PERIOD	LOAN TERM	NUMBER OF PAYMENTS/FREQUENCY	MINIMUM PAYMENT AMOUNT	FIRST PAYMENT DUE	ESTIMATED AMOUNT OF MONTHLY INSTALLMENT PAYMENTS*	
	6 months	10 Years	1/monthly	\$ 50.00		\$	

\*With the exception of the final payment which shall be the remainder due, payments shall be made as outlined in this payment schedule.

For value received, I promise to pay to the order of THE REGENTS OF THE UNIVERSITY OF COLORADO, a body corporate, at Boulder, Colorado, the sum of the amount paid to me together with interest payable at the ANNUAL PERCENTAGE RATE (ARP) OF EIGHT PERCENT (**8%** per annum on the unpaid balance). I will pay \$50 per month or equal monthly installments, whichever is greater, of the amount necessary to repay the total principal and accrued interest by ten (10) years after graduation or separation from the University of Colorado at Boulder.

I agree to pay the principal and the interest that accrues on my loan to the University over a period beginning 6 months (or sooner if I am a less-than-half-time borrower) after the date I cease to be at least a half-time student at the University. Interest on this loan shall accrue from the beginning of the repayment period. I can prepay all or part of this loan without penalty. I agree that the disbursement of any financial aid or other monies which are awarded or due me from the University of Colorado at Boulder will be contingent, at the option of the University, on the repayment of this Note.

The date of graduation or separation is defined, to the nearest first of the month, as the last day of enrollment as at least a half-time degree seeking student at the University of Colorado at Boulder, in consecutive Fall and Spring Semesters. Resumption of enrollment after graduation or separation shall defer payments of principal and interest that would normally otherwise become due; but will not cover payments due before resumption of study. I agree to notify the University immediately if I register as less than a half-time student, or if I drop courses during the semester such that my enrollment ceases to be half-time. Further, I agree to notify the University of Colorado at Boulder if I do not plan to register for the next consecutive Fall or Spring Semester.

**DEFAULT:** If I fail to repay this loan when due, additional interest will accrue in accordance with the terms of my promissory Note. The following actions may be taken against me: involuntary withdrawal from the University; denial of registration, scheduling, transcripts, and assurance of diploma; possible referral to a collection agency; and/or possible suit for payment. I may be denied disbursement of financial aid or other monies awarded from the University. In the event that it becomes necessary to enforce the payment of this Note, (or any part thereof), by action of law or otherwise, I may be liable for any costs of collections allowed by the Uniform Consumer Credit Code including reasonable attorney's fees.

In the event of failure to pay any installment of interest or principal when due, the University may, at its option, declare the entire principal amount remaining to be immediately due and payable. I promise to pay all attorney's fees and other reasonable collection costs and charges necessary for the collection of any amount not paid when due. However, if a collection agency, which is subject to the Fair Debt Collection Practices Act, is used I will pay those collection costs which do not exceed 25% of the unpaid principal and interest. I understand that the University may report to national credit bureaus information concerning this loan, and/or any other outstanding account which I may have with the University of Colorado.

**AUTHORIZATION:** I authorize the University of Colorado at Boulder and their respective agencies to contact me regarding my loan request or my loan(s), including repayment of my loan(s), at the current or any future number that I provide for my mobile phone or other wireless device using automated telephone dialing equipment or artificial or pre-recorded voice or text messages.

**CHANGE OF STATUS:** I will inform the University of Colorado at Boulder of any change in my name, address, telephone number, Social Security Number, or driver's license number.

The University may report to the credit bureau information concerning this account, and/or any other outstanding accounts which you may have with the University of Colorado. This instrument obligates the maker of this Note severally to the terms and conditions stated therein. This loan has been made to me without security. I waive presentment for payment and notice of non-payment. My signature certifies I have read, understand, and agree to the terms of this Note.

\_\_\_\_\_  
Signature of Maker

\_\_\_\_\_  
Date

**UNIVERSITY OF COLORADO AT BOULDER**

University Student Loan Department  
 47 UCB  
 Boulder, Colorado 80309-0047  
 Phone: (303) 492-5571 or (800) 925-9844  
 Fax: (303) 492-1017



**UNIVERSITY OF COLORADO AT BOULDER**

## **UNIVERSITY STUDENT LOAN FINAL LOAN DISCLOSURE**

### **RIGHT TO CANCEL**

You have a right to cancel this transaction, without penalty, by midnight on \_\_\_\_\_ . No funds will be disbursed to you until after this time. You may cancel by calling University Student Loans at 303-492-5571.

**BORROWER SSN:**

**SID:**

**SCHOOL**

### **University of Colorado at Boulder**

Bursar's Office – University Student Loans  
Regent Administrative Center Room 150  
47 UCB  
Boulder, CO 80309-0047  
Phone: (303) 492-5571 or (800) 925-9844  
Fax: 303-492-1017  
Website: [www.colorado.edu/bursar/](http://www.colorado.edu/bursar/)

### **LOAN RATE & ESTIMATED TOTAL COSTS**

Total Loan Amount	Interest Rate	Finance Charge	Total of Payments
\$	8%	\$	\$
The total amount you are borrowing.	Your current interest rate.	The estimated dollar amount the credit will cost you.	The estimated amount you will have paid when you have made all payments.

ITEMIZATION OF AMOUNT FINANCED		ABOUT YOUR INTEREST RATE	LOAN FEES
Amount paid to you	\$	• Your interest rate is fixed	<b>Interest Accrual:</b> Interest will begin to accrue from the date of graduation or date of separation from the University of Colorado at Boulder, whichever occurs first.
Amount paid to others:		• Your Annual Percentage Rate (ARP) is <b>8%</b>	<b>Prepayment:</b> If you pay all or part of your loan off early, you will not have to pay a penalty. <b>Returned Check Charge:</b> \$20.
CU Boulder	\$		
Amount Financed	\$		
Total Loan Amount	\$		

### **ESTIMATED REPAYMENT SCHEDULE AND TERMS**

Loan Term: 120 months (No payments are required during the deferment and grace periods).

**Deferment Period** From \_\_\_\_\_ To \_\_\_\_\_

**Grace Period** From \_\_\_\_\_ To \_\_\_\_\_

**Repayment Period** From \_\_\_\_\_ To \_\_\_\_\_

**Payment Amount** \$50.00

**Note:** The final payment may differ slightly from previous payments based on the principal balance at the time the loan is paid off.

### **FEDERAL LOAN ALTERNATIVES**

Loan Program	Current Interest Rates by Program Type	
Perkins (for Students)	5% fixed	
Stafford (for Students)	5.6% fixed	Undergraduate subsidized
	6.8% fixed	Undergraduate unsubsidized & Graduate
PLUS (for Parents and Graduate / Professional Students)	8.5% fixed	Federal Family Education Loan
	7.9% fixed	Federal Direct Loan

### **You may qualify for Federal Education loans.**

For additional information, contact the Office of Financial Aid or the Department of Education at:  
[www.federalstudentaid.ed.gov](http://www.federalstudentaid.ed.gov)

# UNIVERSITY OF COLORADO AT BOULDER

## NEXT STEPS

### 1. Find Out About Other Loan Options.

You may qualify for Federal educational loans. For additional information, contact the Office of Financial Aid or visit the Department of Education website at [www.federalstudentaid.ed.gov](http://www.federalstudentaid.ed.gov).

### 2. Right to Cancel:

You have a right to cancel this transaction, without penalty (see deadline to cancel above). No funds will be disbursed to you until after this time. You may cancel by calling University Student Loans at (303) 492-5571.

## NOTES

You accepted an institutional loan from the University of Colorado at Boulder. The University of Colorado at Boulder is your lender. Our loan servicer, Campus Partners, will send you bills on the University's behalf. Until this loan is paid in full, it is your responsibility to keep the University, or the loan servicer, informed of any changes in your billing address. You must repay your loan on a timely basis as outlined in your Promissory Note. This loan will not be sold and cannot be consolidated. Please keep this information along with copies of your Promissory Note, Self Certification, and Application in a file for future reference.

### **Default Policy:** If you fail to repay this loan when due:

- a) Additional interest will accrue in accordance with the terms of your promissory note.
- b) The following actions may be taken against you:
  - Involuntary withdrawal from the University
  - Denial of registration, scheduling, transcripts, and assurance of diploma
  - Possible referral to a collection agency
  - Possible suit for payment
- c) You may be denied disbursement of financial aid or other monies awarded from the University.

In the event that it becomes necessary to enforce the payment of this loan, by action of law or otherwise, you may be liable for any costs of collections allowed by the Uniform Consumer Credit Code including reasonable attorney's fees. The University may report to the credit bureau information concerning this loan and/or any other outstanding accounts which you may have with the University of Colorado.

**Bankruptcy Limitations:** If you file for bankruptcy you may still be required to pay back the loan.

**Repayment Options:** You can make payments on your loan while you are in school. You may prepay this loan in whole or in part at any time without penalty. See your loan agreement for more information about nonpayment, default, and any required repayment in full before the schedule date.

---

Signature

---

Date