



ENROLLMENT AGREEMENT

Prosper Consulting Inc.,
DBA The Tech Academy
310 SW 4th Ave Suite 200
Portland, OR 97204
(503)206-6915
info@learncodinganywhere.com
www.learncodinganywhere.com

STUDENT INFO

Our career school license requires that we have all students sign an Enrollment Agreement with our school and that in it we gather certain information. This Enrollment Agreement is to be read, filled out and signed by the student prior to starting their educational program at Prosper Consulting Inc. (hereafter referred to as "The Tech Academy" or "Tech Academy"). This is a formalized agreement and legally-binding document relating to the student's attendance at The Tech Academy.

The Tech Academy does not discriminate against applicants on the basis of sex, age, race, color, ethnic origins, or sexual orientation. Please fill the following out in full:

Student's Name: _____ Andrew

Email Address: _____ Andrew_Nally@outlook.com

Street Address: _____ 826 W Roscoe Street unit3

City: _____ Chicago

State (if applicable): _____ IL

Zip Code (if applicable): _____ 60657

Country: _____ USA

County (if applicable): _____ Cook

Phone number: _____ 6309219465

Student's start date is: _____ 02/05/2020

Emergency Contact Name: _____ Peter Bjork

Emergency Contact Phone Number: _____ 6123664818



ENROLLMENT AGREEMENT

Date of birth: _____ 05/25/1991

Gender: _____ Male

Are you a U.S. Veteran?: _____ No

Do you have any disabilities?: _____ Hearing Impaired/HIV

What is your race/ethnicity?: _____ Mixed

Name of last High School Attended: _____ Worthington Kilbourne

Are you a High School graduate?: _____ Yes

What year did you graduate?: _____ 2009

Did you receive a GED?: _____ NO

What year did you receive a GED?: _____ NO

CODING BOOT CAMPS

The Tech Academy offers the following coding boot camps:

1. The Software Developer Boot Camp, which consists of:
 - a. Computer and Technology Basics Course
 - b. Overview of Software Development Course
 - c. Version Control Course
 - d. HTML and CSS Course
 - e. Database and SQL Course
 - f. JavaScript Course
 - g. Visual Studio Course
 - h. Python Course
 - i. C# and .NET Framework Course
 - j. Project Management Course
 - k. Python Live Project
 - l. C# Live Project
 - m. Job Placement Course
2. The C# and .NET Framework Boot Camp, which consists of:
 - a. Computer and Technology Basics Course
 - b. Overview of Software Development Course
 - c. Version Control Course



ENROLLMENT AGREEMENT

- d. HTML and CSS Course
 - e. Database and SQL Course
 - f. JavaScript Course
 - g. Visual Studio Course
 - h. C# and .NET Framework Course
 - i. Project Management Course
 - j. C# Live Project
 - k. Job Placement Course
3. The Python Boot Camp, which consists of:
- a. Computer and Technology Basics Course
 - b. Overview of Software Development Course
 - c. Version Control Course
 - d. HTML and CSS Course
 - e. Database and SQL Course
 - f. JavaScript Course
 - g. Visual Studio Course
 - h. Python Course
 - i. Project Management Course
 - j. Python Live Project
 - k. Job Placement Course

ADMISSIONS REQUIREMENTS

- Students must be 18 years or older prior to enrolling.
- The student is surveyed to find out their background in technology, previous knowledge will be noted but credits from previous education will not be counted towards any of the boot camps offered.
- The student watches Tech Academy's Student Enrollment video,
- The student has communication with an employee of The Tech Academy to get any questions answered,
- If the student decides to enroll, the student takes entry testing. The student must score a minimum of 110 on the IQ test,
- If the student is not accepted, he is informed and offered to retake the testing
- If the student is accepted, they read all enrollment materials, fill out enrollment paperwork and pay tuition.
- The student is then completed on the Student Applicant Checklist (a list of actions to set up a student for study; it contains such steps as: provide student access to the courses, fully orient the student, etc.).



ENROLLMENT AGREEMENT

AVERAGE COMPLETION TIMES

The designation “full-time” means: “a student who studies 40 or more hours each week.” The coding boot camps have the following average completion times and price (not including discounts or sales tax):

- 1) Software Developer Boot Camp: 22 weeks full-time (full price: \$18,640) – about 1,000 study and work hours.
- 2) C# and .NET Framework Boot Camp: 15 weeks full-time (full price: \$13,307) – about 600 study and work hours.
- 3) Python Boot Camp: 15 weeks full-time (full price: \$13,307) – about 600 study and work hours.

Students who cannot study an average of 40 hours each week should not enroll in Tech Academy. Tech Academy does not guarantee that the student will complete in the aforementioned average completion times.

Tech Academy agrees to provide the student with the full services listed under their chosen boot camp above for as many weeks of access as the student has purchased.

The student agrees to enroll in Tech Academy, purchase its full coding boot camp program, pay the applicable tuition for the program and complete the program curriculum as listed above, unless otherwise arranged in writing with an authorized Tech Academy employee. The student is free to cease attending at any point (see “Refunds” section below). The student may choose not to do some of the above courses but this does not affect the tuition payment, refund policies or anything else contained herein. The tuition covers weeks of access to Tech Academy’s Learning Management System (LMS).

BOOT CAMP

Write which one of the following boot camps you have chosen to attend (the boot camp you choose will hereafter be referred to as “coding boot camp”):

Software Developer Boot Camp

- Software Developer Boot Camp
- C# and .NET Framework Boot Camp
- Python Boot Camp

The Tech Academy agrees to provide the student with the full services listed under their chosen boot camp above for as many weeks of access as the student has purchased.



ENROLLMENT AGREEMENT

The student agrees to enroll in The Tech Academy, purchase its full coding boot camp program, pay the applicable tuition for the program and complete the program curriculum as listed above, unless otherwise arranged in writing with an authorized The Tech Academy employee. The student is free to cease attending at any point (see “Refunds” section below). The student may choose not to do some of the above courses but this does not affect the tuition payment, refund policies or anything else contained herein. The tuition covers weeks of access to The Tech Academy’s Learning Management System (LMS).

TUITION AND WEEKS ON PROGRAMS

Please write which coding boot camp you are enrolling in (these prices are after discounts and do *not* include sales tax, which is extra):

Full-time 22-week Software Developer Boot Camp

-Full-time, 22-week Software Developer Boot Camp: \$18,640. ISA terms: Income Percentage Agreement = 14%. Minimum Required Income for ISA to go into effect = \$25,000. Payment Term Length = 48 Months. Payment Cap = \$35,500

-Full-time, 15-week Python Boot Camp: \$13,307. ISA terms: Income Percentage Agreement = 12% - Minimum Required Income for ISA to go into effect = \$25,000. Payment Term Length = 36 Months - Payment Cap = \$26,600

-Full-time, 15-week C# and .NET Framework Boot Camp: \$13,307. ISA terms: Income Percentage Agreement = 12% - Minimum Required Income for ISA to go into effect = \$25,000. Payment Term Length = 36 Months - Payment Cap = \$26,600

The tuition purchases a total number of weeks of access to The Tech Academy’s Learning Management System – the student is purchasing time.

The student’s number of weeks begin on the “Student start date is” date written earlier in this Enrollment Agreement. The weeks are consecutive with no breaks. Should the student run out of time and need more weeks, they can purchase additional weeks (at Tech Academy’s discretion) at the price of \$675 a week.

No matter what type of employment the student has or obtains after graduating, the student agrees to pay as long as they make over \$24,999.99 income a year.

JOB PLACEMENT

Upon completion of the above program, The Tech Academy will assist the student in job placement. Each student receives up to 90 days of additional job placement assistance after he/she graduates. The Tech Academy has strong working relationships with multiple staffing companies and will provide the student advice, help and possibly connections to assist the



ENROLLMENT AGREEMENT

student in getting a job as a junior developer after the student graduates. We do not guarantee employment. We assist the student's efforts to secure a junior developer position for which he or she is qualified. The student is fully responsible for obtaining a job. The student agrees to stay in contact with The Tech Academy's job placement team while enrolled and during the 90 days additional job placement assistance time. The student also agrees to provide the job placement staff with information about their employment – including, but not limited to: company employed by, work hours, position name, and pay rate.

INCOME SHARE AGREEMENT

The student agrees to answer all communication from Tech Academy employees and to cooperate with the job placement staff. In due regard for the fact that the tuition is being granted until the student lands a tech job, the student agrees to persist through the program and adhere to their study schedule and to persist on their job search and follow The Tech Academy's job placement policies exactly. Should the student not complete their boot camp, The Tech Academy reserves the right to graduate them from it or another boot camp.

ACADEMY POLICIES

The student has fully read and agrees to abide by the policies of The Tech Academy, including but not limited to:

- Academy Guidelines policy
- Local and Remote Delivery policy
- Academy Schedule policy
- Student Conduct policy
- Student Application policy
- Student Questions policy
- Completing the Program policy

The student acknowledges having viewed the Student Enrollment Video in full and the video which describes their chosen boot camp in full, and agrees to their contents. The student has read and understood The Tech Academy's catalog and brochure in full and agrees to abide by their contents. The student also agrees to follow future company policies; including future changes to existing policies and newly issued policies. The student understands that a failure to follow existing and future policies can result in their expulsion from the program.

OVERDUE STUDENTS

Students who are out of touch with the school for 14 consecutive days will be expelled. "Out of touch" in this case means: "The student does not give the school any communication (i.e. no email, phone call, in-person communication, text message, etc.)" After expulsion, should the student wish to resume the program they must: a. Complete the registration process in full, including re-doing any steps completed before, and b. Pay additional tuition. It is up to The Tech Academy whether or not the student will be re-accepted into the program.



ENROLLMENT AGREEMENT

The student purchases a limited amount of weeks of access to their coding boot camp within our Learning Management System. "Overdue" is considered anything beyond your chosen amount of weeks.

If the student does not complete their coding boot camp within their allotted time after their date of enrollment (i.e. the date written in the "Student's start date is:" line earlier in this Enrollment Agreement), the student will be given an option to cease attending Tech Academy or to pay \$675 for each additional week attended.

Overdue students will be locked out of the Learning Management System and denied further access until further access time is purchased and the student is re-accepted by an authorized Tech Academy employee.

COMPLETE AGREEMENT

The student acknowledges and agrees that this Enrollment Agreement contains all the terms and conditions of the student's enrollment in The Tech Academy, and that no promises, agreements or statements (verbal or otherwise) have been made by any employee of The Tech Academy contrary to the provisions of this Enrollment Agreement. Further, the student acknowledges that this Enrollment Agreement supersedes any of The Tech Academy's promotional and marketing materials (including written text, videos and all other media). The guarantees made by The Tech Academy are limited to those contained in this Enrollment Agreement. Statements (written, verbal or otherwise) not contained within this Enrollment Agreement are invalid and will not be honored. Any modification or amendment of this Enrollment Agreement must be in writing signed by the student and an authorized The Tech Academy employee.

Additionally, The Tech Academy in no way guarantees graduating the student. The student is graduated according to The Tech Academy's discretion. The student is not required to have completed the entire program to be considered a graduate of The Tech Academy. The student also will not necessarily be considered a graduate upon completing the full program. The Tech Academy has full authority as to when and if the student is a graduate.

The student agrees to return any materials loaned by Tech Academy upon graduating.

COMPENSATION AND COPYRIGHTS

Some of The Tech Academy students may help with consulting projects (contracts with clients, live projects, etc.). When students are involved in development projects, their involvement is considered part of their training. Students are not compensated financially for their contribution to these projects. Students assisting on paid projects will not receive any compensation, discounts, refunds, etc. for partaking in said projects.



ENROLLMENT AGREEMENT

If the student gives advice, provides feedback or in any way influences the curriculum of The Tech Academy while attending, the student will receive no compensation. The student acknowledges and agrees that regardless of any assistance provided, the curriculum, materials, etc. of The Tech Academy belong solely to The Tech Academy, The Tech Academy owns all copyrights to any work the student contributes to said projects, curriculum, materials, etc., and the student hereby assigns to The Tech Academy all intellectual property rights, including copyrights, in any such work. Thereby, any software, programs, applications, articles, definitions, videos, pictures, statements, suggestions and code that the student provides the school during their training is considered the property of the school and the student is entitled no past, present or future compensation for their work.

CANCELLATION AND REFUND POLICY: RESIDENT INSTRUCTION (OAR 581-045-0036)

(1) A student may cancel enrollment by giving written notice to the school. Unless the school has discontinued the program of instruction, the student is financially obligated to the school according to the following: (a) If cancellation occurs within five business days of the date of enrollment, and before the commencement of classes, all monies specific to the enrollment agreement shall be refunded; (b) If cancellation occurs after five business days of the date of enrollment, and before the commencement of classes, the school may retain only the published registration fee. Such fee shall not exceed 15 percent of the tuition cost, or \$150, whichever is less; (c) If withdrawal or termination occurs after the commencement of classes and before completion of 50 percent of the contracted instruction program, the student shall be charged according to the published class schedule. The student shall be entitled to a pro rata refund of the tuition when the amount paid exceeds the charges owed to the school. In addition to the pro-rated tuition, the school may retain the registration fee, book and supply fees, and other legitimate charges owed by the student; (d) If withdrawal or termination occurs after completion of 50 percent or more of the program, the student shall be obligated for the tuition charged for the entire program and shall not be entitled to any refund; (e) The enrollment agreement shall be signed and dated by both the student and the authorized school official. For cancellation of the enrollment agreement referenced in Subsections (1)(a) and (b), the "date of enrollment" will be the date that the enrollment agreement is signed by both the student and the school official, whichever is later.

(2) Published Class Schedule (for the purpose of calculating tuition charges) means the period of time between the commencement of classes and the student's last date of attendance as offered by the school and scheduled by the student.

(3) The term "Pro rata Refund" means a refund of tuition that has been paid for a portion of the program beyond the last recorded date of attendance.

(4) When a program is measured in clock hours, the portion of the program for which the student will be charged is determined by dividing the total clock hours into the number of clock hours accrued according to the published class schedule as of the last date of attendance.



ENROLLMENT AGREEMENT

(5) When a program is measured in credit hours, the portion of the program for which the student will be charged is determined by dividing the total number of weeks into the number of weeks accrued according to the published class schedule as of the last date of attendance.

(6) For other measurements of time such as days or weeks, the portion of the enrollment period for which the student will be charged is determined by dividing the total number of days or weeks into the number of days or weeks, accrued according to the published class schedule as of the last date of attendance.

(7) The term "tuition cost" means the charges for instruction including any lab fees. "Tuition cost" does not include application fees, registration fees, or other identified program fees and costs. The school shall adopt and publish policies regarding the return of resalable books and supplies and/or the prorating of user fees, other than lab fees.

(8) The school shall not charge a withdrawal fee of more than \$25.

(9) The school may adopt and apply refund calculations more favorable to the student than those described under this policy.

(10) When a cancellation, withdrawal, termination, or completion occurs, a calculation of all allowable charges under this rule shall be made. If such calculations evidence that the school received total payments greater than its allowable charges: (a) Within 40 days after notification of such cancellation, withdrawal, termination, or completion, a written statement showing allowable charges and total payments received shall be delivered to the student by the school, together with a refund equal in amount to monies paid to the school in excess of those allowable charges; (b) In the event payments to a student account are derived from federal and/or state tuition assistance program(s), including student loan programs, regulations governing refund notification and awarding within respective program(s) shall prevail in lieu of Section (10)(a) of this rule, but only with respect to the covered portions thereof; and (c) In the event payments to a student account are derived from a sponsoring public agency, private agency, or any source other than the student, the statement of charges and payments received together with an appropriate refund described under section (10)(a) of this rule may be delivered instead to such party(ies) in interest, but only with respect to the covered portions thereof.

(11) In case of disabling illness or accident, death in the immediate family, or other circumstances beyond the control of the student that causes the student to leave school, the school shall arrange a prorated tuition settlement that is reasonable and fair to both parties.

(12) A school shall be considered in default of the enrollment agreement when a course or program is discontinued or canceled or the school closes prior to completion of contracted services. When a school is in default, student tuition may be refunded by the school on a pro rata basis. The pro rata refund shall be allowed only if the Superintendent determines that the school has made provision for students enrolled at the time of default to complete a comparable program at another institution. The provision for program completion shall be at no additional



ENROLLMENT AGREEMENT

cost to the student in excess of the original contract with the defaulting school. If the school does not make such provision, a refund of all tuition and fees shall be made by the school to the students.

REFUNDS

The above section is the State of Oregon's required refund policy. Since we are a licensed career school, we are required to include the above in full and follow it. This section of the Enrollment Agreement should clarify the technical legal terminology of the above and allow for a clear understanding as it applies to The Tech Academy specifically:

- By date of enrollment is meant, the date written in the "Student's start date is" line in this Enrollment Agreement.
- The above refers several times to commencement of classes. The Tech Academy's commencement of classes begins the same day as the student's start date (date of enrollment).
- In points (4) through (6) in the previous section, there are several different types of school models given. The models in (4) and (5) do not match the model of The Tech Academy (we do not operate by total clock hours or by credit hours). The model we do use is based on the total weeks classes have been running since the student enrolled – i.e. how many days the student has had access to our Learning Management System. So, it is considered that once the student is enrolled (date of enrollment), the refund period begins.
- "Published Class Schedule" for our school is calculated based on the model our program uses. These vary depending on which boot camp the student is enrolled in. Regardless of how many weeks of access the student has purchased and despite the amount of hours the student does or does not study each week, the following are the published classes schedules for our boot camp programs:
 - The Software Developer Boot Camp is a 22-week program.
 - The C# and .NET Framework Boot Camp is a 15-week program.
 - The Python Boot Camp is a 15-week program.

Therefore, the "Pro Rata Refund" is based on how many weeks it has been since the student first gained access to our Learning Management System (per the date of enrollment) to the date they requested the refund.

- The Tech Academy will not pay refunds to anyone other than the student. Any payments to The Tech Academy not paid directly by the student are solely the student's responsibility – The Tech Academy is not liable in any way for tuitions paid by anyone other than the student.
- For Income Share Agreements, there are no refunds given, but the "refund" is adjusted Income Share Agreement Terms, as listed below.



ENROLLMENT AGREEMENT

- Software Developer Boot Camp Income Share Agreement Refund Policy:
 - Within 1 week (1-7 calendar days) = Fully cancelled
 - Within 2 weeks (8-14 calendar days) = Income Percentage Agreement = 6% - Minimum Required Income for ISA to go into effect = \$25,000 - Payment Term Length = 48 Months - Payment Cap = 1X
 - Within 3 weeks (15-21 calendar days) = Income Percentage Agreement = 6.75% - Minimum Required Income for ISA to go into effect = \$25,000 - Payment Term Length = 48 Months - Payment Cap = 1.05X
 - Within 4 weeks (22-28 calendar days) = Income Percentage Agreement = 7.5% - Minimum Required Income for ISA to go into effect = \$25,000 - Payment Term Length = 48 Months - Payment Cap = 1.1X
 - Within 5 weeks (29-35 calendar days) = Income Percentage Agreement = 8.25% Minimum Required Income for ISA to go into effect = \$25,000 - Payment Term Length = 48 Months - Payment Cap = 1.15X
 - Within 6 weeks (36-42 calendar days) = Income Percentage Agreement = 9% - Minimum Required Income for ISA to go into effect = \$25,000 - Payment Term Length = 48 Months - Payment Cap = 1.2X
 - Within 7 weeks (43-49 calendar days) = Income Percentage Agreement = 9.75% - Minimum Required Income for ISA to go into effect = \$25,000 - Payment Term Length = 48 Months - Payment Cap = 1.25X
 - Within 8 weeks (50-56 calendar days) = Income Percentage Agreement = 10.5% - Minimum Required Income for ISA to go into effect = \$25,000 - Payment Term Length = 48 Months - Payment Cap = 1.3X
 - Within 9 weeks (57-63 calendar days) = Income Percentage Agreement = 11.25% - Minimum Required Income for ISA to go into effect = \$25,000 - Payment Term Length = 48 Months - Payment Cap = 1.35X
 - Within 10 weeks (64-70 calendar days) = Income Percentage Agreement = 12% - Minimum Required Income for ISA to go into effect = \$25,000 - Payment Term Length = 48 Months - Payment Cap = 1.4X
 - Within 11 weeks (71-77 calendar days) = Income Percentage Agreement = 12.75% - Minimum Required Income for ISA to go into effect = \$25,000 - Payment Term Length = 48 Months - Payment Cap = 1.45X
 - Anytime after 11 weeks (78+ calendar days) = ISA as stated in the contract
- C# and .NET Framework Boot Camp and Python Boot Camp Income Share Agreement Refund Policy:
 - Within 1 week (1-7 calendar days) = Fully cancelled
 - Within 2 weeks (8-14 calendar days) = Income Percentage Agreement = 6.5% - Minimum Required Income for ISA to go into effect = \$25,000 - Payment Term Length = 36 Months - Payment Cap = 1X
 - Within 3 weeks (15-21 calendar days) = Income Percentage Agreement = 7.5% - Minimum Required Income for ISA to go into effect = \$25,000 - Payment Term Length = 36 Months - Payment Cap = 1.075X



ENROLLMENT AGREEMENT

- Within 4 weeks (22-28 calendar days) = Income Percentage Agreement = 8.5% - Minimum Required Income for ISA to go into effect = \$25,000 - Payment Term Length = 36 Months - Payment Cap = 1.15X
 - Within 5 weeks (29-35 calendar days) = Income Percentage Agreement = 9.5% - Minimum Required Income for ISA to go into effect = \$25,000 - Payment Term Length = 36 Months - Payment Cap = 1.225X
 - Within 6 weeks (36-42 calendar days) = Income Percentage Agreement = 10.5% - Minimum Required Income for ISA to go into effect = \$25,000 - Payment Term Length = 36 Months - Payment Cap = 1.3X
 - Within 7 weeks (43-49 calendar days) = Income Percentage Agreement = 11% - Minimum Required Income for ISA to go into effect = \$25,000 - Payment Term Length = 36 Months - Payment Cap = 1.375X
 - Within 7.5 weeks (50-53 calendar days) = Income Percentage Agreement = 11.5% - Minimum Required Income for ISA to go into effect = \$25,000 - Payment Term Length = 36 Months - Payment Cap = 1.45X
 - Anytime after 7.5 weeks (54+ calendar days) = ISA as stated in the contract.
-
- Time taken off the program and instances where the student is out of touch with the school do not affect these refund schedules – meaning, this “out of touch” time counts on the above schedules. The weeks of access begin on the date of enrollment and no breaks are permitted.
 - These schedules are not affected by absences or any other factors. All refund schedules are only based on the length of time that the student starts his/her first day on the program (based on the date of enrollment), to the date they request a refund.
 - The calculation of weeks would, as a standard, be rounded up or down. Meaning: if the student had signed the Enrollment Agreement three weeks and three days before requesting a refund, it would be considered that they were at the three-week mark. If the student had dated the Enrollment Agreement three weeks and four days before requesting a refund, it would be considered that they were at the four-week mark.
 - Students who have used half or more of their weeks of access (i.e. 50% or more of the allotted time has passed since the student’s date of enrollment) receive no refund (they would not have any adjustment to their income share agreement terms and would be required to follow the normal terms of the contract). This is based on the refund policy above. A student is eligible for a “Pro Rata Refund” until they have completed 50% of the class schedule. If they have been enrolled 50% or more, they are no longer eligible for a refund (adjustment of ISA Contract Terms).

Students who refund (getting adjusted ISA Terms) are thereafter ineligible for Tech Academy services. These students no longer have access to Tech Academy courses, job placement services, Instructor assistance or any form of help or time from Tech Academy employees. Students that refund may not ever re-enroll in the future.



ENROLLMENT AGREEMENT

REPRESENTATIVE'S CERTIFICATION

I hereby certify that _____ (student's name) has read, received, and understands the cancellation (refund) policy. I further certify that there have been no verbal or written agreements or promises other than those appearing on this agreement.

Employee printed name and title

VP for Admissions

Date

02/04/2020

Briar Willette

Employee signature

LEGAL

The student agrees to take up any disagreements, upsets or alleged errors on the part of The Tech Academy or any Tech Academy employee with The Tech Academy. In consideration for The Tech Academy's agreement to enroll the student in the coding boot camp program, the student hereby waives, releases, and discharges Prosper IT Consulting Inc., The Tech Academy and their respective owners, officers, employees, agents, affiliates, and related entities (Released Parties) from any and all claims and causes of action that may arise out of or relate to, either directly or indirectly, the program, The Tech Academy's services, or the student's dealings with any Released Party, whether caused by negligence or otherwise (Released Matters). The student agrees not to sue any Released Party for any claim arising out of or relating to any Released Matter, or solicit others to institute any legal action or proceeding against a Released Party.

The student shall indemnify and hold the Released Parties harmless from and against any losses, liabilities, costs, expenses, and attorney fees a Released Party may incur as a result of any claim by or on behalf of the student arising out of or relating to any Released Matter. This Enrollment Agreement shall be governed by and construed according to Oregon law, without regard to any applicable principles of conflicts of law. The parties consent and submit to the jurisdiction of the state of Oregon, and agree that the sole venue of any action or proceeding arising out of or relating to this Enrollment Agreement shall be in Multnomah County, Oregon. The student agrees to reimburse The Tech Academy for any loss, damage or destruction of The Tech Academy's materials or supplies caused by the student. The details of The Tech Academy's curriculum are trade secrets. The student agrees not to disclose any of The Tech Academy's trade secrets or copyrighted materials to any third party.

The Tech Academy has the right to terminate this Enrollment Agreement and expel the student without prior notice. The reasons for such an immediate expulsion are covered in the "STUDENT CONDUCT" policy (and other policies) and students can be expelled for violation of



ENROLLMENT AGREEMENT

this Enrollment Agreement and violations of the Student Enrollment Video, Academy Guidelines issue, Academy Guidelines policy, Local and Remote Delivery policy, Academy Schedule policy, Student Application policy, Student Questions policy, Completing the Program policy and any other school policy. Students can also be expelled for illegal activities. Refunds for expelled students will be paid in accordance with the aforementioned refund policy.

Prosper Consulting Inc reserves the right to expel (relinquish), deny entry into all Tech Academy campuses, take legal action against and maintain all legal rights to protect their corporations and employees from: students who are disruptive, threatening, violent or in any way verbally or physically abusive to its staff. The student agrees to treat Prosper Consulting Inc employees, including, but not limited to, Instructors, admissions staff and Job Placement staff, with courtesy and respect.

NOTICE

The original of this Enrollment Agreement will be kept on file by the school and the student may have a copy.

TRAINING METHODS AND PRACTICES

The student acknowledges that they understand the training methods of The Tech Academy. Specifically, that the program is self-paced, that each course consists of a list of items to study in sequence, that an Instructor exists to answer questions and that the student may or may not receive direct instruction from principals of the Academy (e.g. the President, Co-Founders, etc.)

PROMOTION

The student agrees to allow testimonials they write to be used in The Tech Academy's publications and promotional materials. Student essays from courses, student emails that convey gains, and other written materials by the student may be edited and used by The Tech Academy in postings, publications, advertisements, etc.

PURPOSE

The purpose of The Tech Academy is to train Junior Developers who know their basics cold. We have trained staff here who all share the purpose of assisting the student to learn computer programming to the best of their ability. We are here to help the student know this trade and give them the skills necessary to making it in the Information Technology industry.

SEPARATE CORPORATIONS

The student acknowledges and understands that each Tech Academy campus is a separate corporation, each with their own business license. Occasionally Tech Academy employees from other campuses than Tech Academy (hereafter referred to as "external staff") perform functions (such as marketing, registration, instruction, job placement assistance and more). The student



ENROLLMENT AGREEMENT

may or may not receive services from external staff. When external staff perform functions related to the student, they are operating as employees of Tech Academy. The student hereby releases all other Tech Academy's from all involvement in their training and waives, releases, and discharges them from any and all claims and causes of action. The student agrees not to sue any other Tech Academy campuses for any claim arising out of or relating to any issue, or solicit others to institute any legal action or proceeding against another Tech Academy. The purpose of this clause is to clarify the separation of each school and to ensure the student understands there is no agreement being made with any other Tech Academy besides Tech Academy.

OREGON HIGHER EDUCATION COORDINATING COMMISSION

Students who have questions regarding the Enrollment Agreement may contact the school first and then the Higher Education Coordinating Commission.

GRANTS

If the student was awarded any grant(s), please document the details of this grant and the source of the grant here:

TAX FORM 1098-T

The Tech Academy does not offer Tax Form 1098-T. This is a tax document for students who attend Colleges, or similar type institutions, to get a tax benefit. The Tech Academy is a licensed career school but is not accredited. By signing this document, the student acknowledges that they understand that no tax benefits exists for paying their tuition.

STUDENT ATTEST

By signing below, the student attests to having read and understood this Enrollment Agreement in full and agrees to its terms. The student is signing this of their own free will and without any duress. The student's signature indicates they recognize their legal responsibilities in this agreement:

Andrew Nally
Student printed name

02/04/2020
Date

Andrew T. Nally
Student signature

bw



ENROLLMENT AGREEMENT

Employee printed name and title VP for Admissions Date 02/04/2020

Employee signature *Brian Willette*

SIGNED AGREEMENT

I recognize that the Enrollment Agreement that I signed with The Tech Academy is legal-binding on both the school and myself. The school will keep a copy of this signed agreement on file and I will receive a signed copy over email.

Student:

Printed name: _____ Andrew Nally _____ Date: _____ 02/04/2020 _____

Signature: _____ *Andrew Nally* _____

The Tech Academy employee:

Printed name: _____ Brian Willette _____ Date: _____ 02/04/2020 _____

Signature: _____ *Brian Willette* _____