

ONLINE CODING BOOTCAMP DEVELOPER CAREER PROGRAM AGREEMENT

This Online Coding Bootcamp Agreement ("Agreement") is entered into by and between **Zuitt Learning Institute Incorporated** (formerly *Tuitt Philippines Incorporated*) ("Zuitt", "Company"), a corporation duly registered and recognized under Philippine laws, and doing business as **Zuitt Learning Institute**, with office address at 3rd Floor Caswynn Building, No.134 Timog Avenue, Sacred Heart Quezon City, and the Student, Jerry Clark Ian C. Cabuntucan, ("Student") Filipino, of legal age, resident of P-Mahogany, Brgy. Anakan, Gingoog City, Misamis Oriental.

Witnesseth:

Whereas, Zuitt Learning Institute conducts regular Coding Bootcamp ("Bootcamp"), an intensive training program which covers web development and programming.

Whereas, the Bootcamp is open to all interested applicants, with IT or non-IT backgrounds, who are aiming to be a Developer/Software Engineer, or those belonging to non-Developer careers but want to learn coding for the purposes of or relating to career advancement.

Whereas, for the purposes of this Agreement, "Student/s" shall refer to individual/s still undergoing Bootcamp training or have successfully completed and passed the Bootcamp training, and "Employer/s" shall refer to the respective companies which the Students can work after the Bootcamp.

Whereas, in light of the Covid-19 Pandemic (CoronaVirus) which has hit the country and the world, the Company has utilized online platforms and implemented online course arrangements and policies to prioritize Student's and staff's health while ensuring learning continuity and staying true to its Mission and Vision.

Whereas, the Student warrants that he/she has the legal capacity to enter and be bound into the contract with the Company.

Whereas, the Student, whose signature appears below, wishes to join the **Developer Career Program** ("Program") and voluntarily agrees to join the Online Class which is scheduled from **January 9, 2023 to April 2023** [Note: The student understands that the start date of the Program may be delayed for a maximum 15 business days, excluding the last two weeks of December, but with prior notice from the Company.

Now, Therefore, the Student and the Company (collectively, "the Parties" and individually, "the Party") agree to the following Terms and Conditions:

A. Definition of Terms. Whenever used in this Agreement, the following terms shall have the respective meanings hereinafter set forth:

1. Program - Zuitt's Coding Bootcamp training program which may be composed of multiple packages and short courses. The specifics of this Program are detailed in **Annex A**.
2. Packages - Composed of short courses which are a set of related topics that build on top of each other.
3. Course - Learning contents, divided into specific chunks of topics which Students can choose to take as part of their flexible options but the topics included in each Course are predetermined by Zuitt. A Program is composed of a Main Course and Short courses.
4. Session - The smallest unit of learning in Zuitt. One (1) training session lasts for four (4) hours.
5. Class - Sessions which may be held during the daytime, nighttime, or afternoon time, either on weekdays or during weekends (Weekend Class).
6. Full-Time Class Students - Students who are taking continuous 8-hour classes.
7. Part-Time Class Students - Students who are taking 4-hour classes.
8. Booking - The process of enlisting or registering to join a Short Course. This process will be further discussed in detail by the Career Advisors.
9. Course commencement - A short exercise done to acknowledge the Students' completion of all required Courses of this Program is called the first-course commencement. There will also be other course commencements upon completion of every Short Course.

- B. Coding Bootcamp Rules and Regulations**
1. **Attendance.**
 - 1.1. ***Online Training Session.*** Each batch will have its classes using an online format that will be further discussed by the Student's respective instructors.
 - 1.1.1. The online classes would adopt the following format for each 4-hour session each day.
 - 1.1.1.1 Briefing and goal setting: 30 minutes
 - 1.1.1.2 Consultation and discussion (via chat or con calls): 120 minutes
 - 1.1.1.3 Exercise: 30 minutes
 - 1.1.1.4 Exercise Solution Discussion: 30 minutes
 - 1.1.1.5 Debrief and Review: 30 minutes
 - 1.1.2. The schedule of online Classes will depend on the Program the Student is enrolled in. (See Annex A.)
 - 1.1.3. Attendance and Outputs for the activities will be the basis of online class performance- Grades and attendance will be carried over for all transfers, offline to online, and vice-versa.
 - 1.2. ***Make-up Classes.*** In the event of a class suspension due to natural calamities or any unforeseen and uncontrollable event, Students might be required to attend a weekend online class to make up for lost class hours.
 - 1.3. ***Daily Time-in and Time-out.*** Attendance will be tracked via a roll call or through submission and participation in the online activities.
 - 1.4. ***Tardiness and Absences.*** If a Student will be absent from the online class due to sickness or any other reason/s or if the Student will be late for his/ her online class/es, it is his/her duty and responsibility to catch up with all the lesson/s that he/she will be missing and to submit all the outputs needed for the lesson/s.
 - 1.5. ***Number of Allowable Absences.*** A Student may only accumulate a total of Sixteen Percent (16%) of Unexcused Session Absences computed versus the total number of sessions within the training period while ensuring satisfactory performance during the training. Absences due to justifiable and valid reasons, such as illness, unpredictable weather conditions, and other untoward incidents, may be excused, subject to Company's sole discretion.
 - 1.6. ***AWOL.*** Five (5) Successive Unexcused Session Absences without proper notification to the Career Advisors will be considered AWOL. Students with AWOL status who wish to return and continue attending the Bootcamp are required to discuss their online class standing with the Career Advisors immediately. Students with AWOL status may be disqualified from the program and may be subject to the rule on exit indicated in Section 7, subject to the company's sole discretion.
 2. **Breaks.** Students are entitled to breaks. The length and amount of times will vary depending on their class schedule as detailed below:
 - 2.1.1. **Full-Time Class.** Students are entitled to an hour of lunch break, as well as two (2) 15-minute breaks — one for the morning and one for the afternoon session.
 - 2.1.2. **Part-Time Class.** Students are entitled to one 15-minute break for each session.
 3. **Student Performance.** Each Student's performance will be assessed based on the output submitted. Trainer/s will evaluate the output based on the defined criteria. Students will be ranked based on the accumulated evaluation points.
 - 3.1. **Criteria for Completion.** The Criteria for Completion is set in accordance with Zuit's prerogative and may be subject to change at the sole discretion of Zuit. The full information about the Criteria for Completion, however, shall be discussed to the Students during the first day of the Main Course Package (MCP)
 - 3.2. **Completion Certificates.** Certificates may be issued to Students subject to Zuit's conditions, including but not limited to criteria for course completion, attendance, and payment.
 - 3.2.1. **E-Certificates.** Certificates will be in the form of Electronic Certificates, the sharing of which is subject to the Data Privacy Policies of Zuit.

4. Code of Conduct.

- 4.1. Students are highly discouraged from
 - 4.1.1. impeding the progress of any class
 - 4.1.2. demotivating fellow Students from learning and/or attending online class
- 4.2. Proper conduct and behavior are expected from all Students at all times. Students are expected to be courteous in dealing with fellow Students, the trainer/s, and the Company's staff.

5. Indemnity.

- 5.1. The Company and its Staff will not be held responsible for the loss or damage to any personal possessions and valuables arising from, or reasonably related to, the willful misconduct, or negligence of the Student. Students are therefore highly encouraged to look after their personal belongings at all times.
- 5.2. The Company and its Staff will also not be held liable over loss or damage arising from, or related to, the reliability and security of the Students' wifi, network infrastructure, and hardware.

6. Disqualification.

- 6.1. Any act of personal dishonesty or falsification, tampering, recording, or reproduction of *both offline and online* Company class records, documents, materials, and information in the course of the Bootcamp is considered a grave offense and shall be a ground for disqualification from the Program.
- 6.2. Any form of misconduct or misbehavior, gross disrespect and similar, criminal activity or sexual harassment or actions against another student and/or Zuitt personnel is considered an offense and shall be ground for disqualification from the Program.
- 6.3. Students who have health conditions that may potentially affect or harm fellow students, instructors, and staff are required to disclose such during interviews, subject to the Company's rules on the protection of sensitive personal data under the Data Privacy Act. Upon disclosure, Students must provide a medical certificate prior to the start of the Bootcamp. Failure to provide a medical certificate shall be a ground for disqualification from the Program.
- 6.4. Without prejudice to the Students' right to due process, Students who have been proven to violate the Agreement and the Company Rules will also be disqualified from the Program.
- 6.5. Any Student who failed to comply with the below stated requirement shall result in disqualification to join the Bootcamp:

6.5.1. **Identification Requirements.** Student must submit a copy of his/her one (1) valid and current ID within 30 days from the start of the MCP, to ascertain identity.

6.5.1.1. The list of acceptable valid IDs / Documents are the following:

- 6.5.1.1.1. E-Card / UMID
- 6.5.1.1.2. Employee's ID / Office ID
- 6.5.1.1.3. Driver's License
- 6.5.1.1.4. Professional Regulation Commission (PRC) ID
- 6.5.1.1.5. Passport
- 6.5.1.1.6. Senior Citizen ID
- 6.5.1.1.7. SSS ID
- 6.5.1.1.8. COMELEC / Voter's ID / COMELEC Registration Form
- 6.5.1.1.9. Philippine Identification (PhilID)
- 6.5.1.1.10. NBI Clearance
- 6.5.1.1.11. BIR (TIN)
- 6.5.1.1.12. Pag-ibig ID
- 6.5.1.1.13. Person's With Disability (PWD) ID
- 6.5.1.1.14. Solo Parent ID
- 6.5.1.1.15. Barangay ID
- 6.5.1.1.16. Philippine Postal ID
- 6.5.1.1.17. Phil-health ID
- 6.5.1.1.18. School ID (Private / government school)

6.5.1.2. The Student shall send the softcopy (in pdf or .jpeg format) of the front of their ID via email at helpdesk@zuitt.co with a Subject Title: *Surname, Name, MI - Soft Copy of Valid ID*

6.6. In all cases of disqualification mentioned above, Students will be fined in the same manner as Students who will exit the Program

7. Exit.

- 7.1. Students who wish to discontinue participation in the Bootcamp must notify the Career Advisors Supervisor at least three (3) working days before the intended effective date of discontinuation through a written notice indicating the reason for such.
- 7.2. In the case of AWOL Students, their lack of ability or intent to notify the desire to discontinue will be considered as a desire to exit the program.
- 7.3. Correspondingly, Students who decide to discontinue the Program agree and understand that they will still be charged in full and will not be given a refund.
- 7.4. If the Student has availed of the Installment or Study-Now-Pay-Later scheme of payment, the Student will be given thirty (30) days, after notifying the Company of the desire to discontinue training, to pay the entire outstanding balance along with the interest as applicable and in accordance to the scheme set forth in Appendix "A" (Fees and Payment). Failure to do so will lead to the penalties defined under the "Default in Payment" section of Appendix "A".
- 7.5. Students who wish to discontinue participation in the *online* course must notify their respective instructors immediately. Students who do not wish to continue with the online courses but wish to continue with the Bootcamp will be given a chance to transfer to another batch, subject to the Company's transfer rules and agreement.

8. Short Courses.

- 8.1. **Schedule.** Each Short Course may, but not necessarily, be composed of sessions of training hours which will depend on each Student's Program. (See **Annex A**)
- 8.2. **Sessions.**
 - 8.2.1. **Maximum Allowable.** The number of allowable Short Courses a Student can take depends on his/her Program.
 - 8.2.2. **Expiration.** All Sessions have to be consumed within Twenty Four (24) months or (2) Two years from the Commencement of the Main Course.
 - 8.2.3. **3-Month Rule.** In order to encourage continuity of learning, 5 Sessions are automatically considered consumed if the Student has more than 6 Sessions and does not join any Short Course for any 3 consecutive months within the 24-month period, regardless of attendance.
 - 8.2.4. **Effect of Attendance.** The Attendance mentioned above is also applied to Short Courses. Once a Student exceeds a total of Sixteen Percent (16%) Unexcused

Session Absences computed versus the total number of sessions within any Short Course, it will be automatically considered that the Student has consumed double the number of the original Sessions of the Short Course he booked. This means that the Student's allowable Sessions shall decrease twice as much. Moreover, succeeding bookings made by the Student shall be automatically canceled. In such cases, Students must coordinate with the Career Advisors regarding his/her Session status and the next steps to take.

- 8.3. *List of Short Courses.* Possible Short Course options may include, but are not limited to, Unit Testing with Javascript, Object Oriented Programming in Javascript, CI/CD for Heroku, AWS Fundamentals, or Introduction to various languages such as Java and PHP. The Career Advisors shall provide the Students with a more detailed list and description of Short Course Options after the Students complete the Main Course of the Program.
 - 8.4. *Booking Deadline.* Students can book a Short Course until 5 business days ahead of each Short Course.
 - 8.5. *Cancellation.* Students are allowed to cancel a maximum of one (1) Booking. The Career Advisors must be notified of the intent to cancel not later than 5 days prior to the start of the Short Course. Once the Short Course begins, no cancellations will be entertained.
 - 8.6. *Fees.* All Students who are part of this Program are entitled to avail of the Short Courses without any additional cost as long as they comply with the payment terms in accordance to the scheme set forth in Appendix "A" (Fees and Payment).
 - 8.7. *FAQs.* For further questions and information regarding how the Short Courses work, the Students may check the FAQs or may contact the Career Advisors.
 - 8.8. *Refund.* Payment for the short courses will not be refunded if not taken/attended from the prescribed 24-month period.
 - 8.9. *Short course credit conversion.* Students may convert his/her Short Course Credit for a 1-on-1 session with one of the ZuitT Instructors.
 - 8.9.1. A more detailed description and set of procedures on how to avail of the 1-on-1 sessions shall be discussed by the Career Advisors on or before the Main Course Commencement date.
9. Confidentiality and Intellectual Property.
- 9.1. Upon entry and during the Coding Bootcamp period, Students shall have access to and may be entrusted with confidential and proprietary information concerning the Company. Every Student, during and after the period of training with the Company, shall not disclose such information to any entity, person, firm, or corporation.
 - 9.2. All records and documents of the Company and its clients and all information pertaining to their affairs shall be considered confidential and shall not be disclosed to any unauthorized person or entity nor reproduced in any manner by the Student at any time during or after Bootcamp.
 - 9.3. Prohibition against recording. The Student understands and agrees that, in order to maintain the confidentiality of the Company's confidential information, and to protect the Company's Intellectual Property, especially its curriculum and lessons in both offline and online classes, no person is allowed to record, republish, rebroadcast, copy, reproduce, share, sell, distribute, or otherwise make available any of the classes, or any portions thereof, including consultations and discussions. Recordings include photos, audio, and/or video coverage, by any means including through smartphones. Any Student who violates this clause shall be liable to the Company. Students understand that the Company reserves the right to pursue any and all appropriate action such as civil, criminal, or administrative remedies in response to any violations.
 - 9.4. By reason of this Agreement, the Student understands and agrees that all materials shared online, which may include but are not limited to, lessons, lectures, presentations and exercises, and the Intellectual Property thereof, are owned and shall remain sole property of the Company. The Student agrees to obtain no right of any kind to the same.
 - 9.5. Use of Platforms and Services. The Students understand and agree to abide by the Terms and Conditions and Privacy Policy of all platforms and Services they use in connection with the Program. The Students are responsible for securing their own account and password, managing their login credentials at all times, screening and ensuring completeness and accuracy of all data they receive through these platforms and Services, and making sure that their data, software and hardware are safeguarded by logging in and logging out responsibly. The Students are also responsible for the confidentiality of their account and for all contents posted, and all actions taken, under

their account. No sharing of login credentials is allowed, and Students are explicitly prohibited from sharing any data shared by the Company through these platforms and Services to any third party.

10. Litigations.

- 10.1. This agreement shall be governed by and interpreted under the laws of the Philippines, without regard to its conflict of laws provisions.
- 10.2. Any claim or dispute under this agreement shall go through mediation by the parties. If mediation does not lead to resolution, any claim or dispute involving this agreement shall be resolved, exclusively, in the trial courts of Quezon City, Philippines, to the exclusion of all other courts. Disputes on payments shall be settled in the Small Claims Court of Quezon City.

11. Severability. If any provision of this agreement, or any portion thereof, is held to be invalid and unenforceable, then the remainder of this agreement shall nevertheless remain in full force and effect.

12. Guarantor.

- 12.1. A “Guarantor” is hereby defined as someone who binds himself/herself as surety and co-principal debtor, jointly and severally with the Student in favor of the Company, for the due fulfillment of the full and punctual payment of the Student’s dues as set forth in this Agreement including all fees and payments following the terms outlined in Appendix A.
- 12.2. All Students are required to have at least one (1) Guarantor who would shoulder the training fees as outlined in Appendix A, should the Student fail to do so.
- 12.3. All Students are given a one (1) month grace period to provide at least one (1) Guarantor and have the Guarantor sign a Suretyship agreement with the Company. Should the grace period end, and the Student fails to find a Guarantor, he/she will not be allowed to attend the 2nd month’s classes or any succeeding classes. Correspondingly, certificates of completion will not be issued. In such a case, the Student will still be required to pay the training fees in full.
- 12.4. The Guarantor, upon signing of the Suretyship agreement, must also provide ZuitT with his/her contact details and his/her personal and active email, both of which must be different from the contact details and email address provided by the Student.
- 12.5. In the event that a Student is able to pay all fees in full before the one (1) month deadline discussed in clause 12.3 of this Agreement is up, the Student will no longer be required to have Guarantors.

13. Class Transfer.

- 13.1. Students are not allowed to transfer online classes from Full Time to Part Time, across Class types (day class to afternoon or night class) or vice versa, and/or from one batch to another, without valid reasons. This is because the slot to be left by the transferring Student in the class could have been for another Student. The Company has the sole discretion on judging whether the reason for transfer is valid or not.
- 13.2. Those with determined valid reasons to transfer shall be allowed to do so but will be charged with reasonable class transfer fees.

14. Data Privacy.

- 14.1. Pursuant to Republic Act No. 10173, also known as the Data Privacy Act of 2012 (DPA) of the Philippines, the Company understands and commits to protect all the data we collect from our Students and to comply with all the Implementing Rules and Regulations of the Data Privacy Act and other issuances of the National Privacy Commission.
- 14.2. The Student also understands and agrees that his/her personal data shall be collected, stored, processed, transferred, accessed, disclosed, and shared only through safeguarded means following the Company’s Privacy Manual and Data Privacy Notice.
- 14.3. Also in accordance to the Data Privacy Act, the Student has the following rights to his/her personal data:
 - 14.3.1. to access and make corrections to personal information;
 - 14.3.2. to dispute the inaccuracy or error in the personal information;
 - 14.3.3. to object to the processing of personal information or to request suspension, withdrawal, blocking, removal, or destruction of personal information;
 - 14.3.4. to complain and be indemnified for any damages sustained due to inaccurate, incomplete, outdated, false, unlawfully obtained, or unauthorized use of personal information;

- 14.3.5. to be informed of the existence of processing of personal information; and
- 14.3.6. to lodge a complaint before the Philippine National Privacy Commission.

15. Equipment.

- 15.1. The Student understands and agrees that it is his/her responsibility to secure the equipment for the Bootcamp's online class setting. The Student also understands and agrees that the details of the required equipment will be specified by one of Zuitt's representatives.
 - 15.1.1. The Student understands that it is his/her responsibility to use only the equipment required by Zuitt whenever he/she participates in any of Zuitt's programs and activities.
 - 15.1.2. The Student further understands that Zuitt holds no responsibility nor liability for any consequences that may arise should the Student fail to use Zuitt's required equipment.

16. Non-Compete and Non-Solicitation

- 16.1. Definitions:
 - 16.1.1. "Company's Business" means:
 - 16.1.1.1. Any business that Zuitt, its affiliates or any of its subsidiaries currently conducts; and,
 - 16.1.1.2. Any business that Zuitt, its shareholders, affiliates or any of its subsidiaries undertake or plans to undertake during the term of the Student's Agreement with the Company, but only to the extent that such plans or undertakings were disclosed to the Student.
 - 16.1.2. "Competitive Business" means any service, activity, sale, or other transaction that is directly competitive to the Company's Business or planned business of which the Student has knowledge.
 - 16.1.3. "Territory" means the National Capital Region, and Region IV-A.
- 16.2. During this Program and for a period of two (2) years following the termination of this Agreement, the Student hereby expressly agrees to not, within the Territory, for any reason and whether on his/her own behalf, as an owner, employee, consultant, agent, partner, shareholder, co-venturer, or otherwise, or on behalf of any other person, corporation, partnership, venture, or any other entity or form of business or otherwise, directly or indirectly:
 - 16.2.1. Form, acquire, finance, assist, support, become employed with, or engage or participate in any Competitive Business;
 - 16.2.2. Sell or provide any service or product that falls under Competitive Business; or
 - 16.2.3. For the purpose of conducting or engaging in any Competitive Business:
 - 16.2.3.1. Call upon, solicit, advise, or otherwise do (or attempt to call upon, solicit, advise or do) business with any suppliers, customers, or accounts of Company or any of its subsidiaries; or
 - 16.2.3.2. Take away or interfere (or attempt to take away or interfere with) any customer, trade, business, or patronage of the Company or any of its subsidiaries.
 - 16.2.4. Consult with or be employed by any business offering the Company's Business, or any other services offered by Company in the Territory.
- 16.3. During this Program and for a period of one (1) year following the termination of this Agreement, the Student hereby expressly agrees not to, whether on his/her own behalf, as an owner, employee, consultant, agent, partner, shareholder, co-venturer or otherwise, or on behalf of any other person, corporation, partnership, venture, or any other entity or form of business or otherwise, directly or indirectly:
 - 16.3.1. Interfere with, solicit, or hire (or attempt to interfere with, solicit, or hire) any officers, employees, representatives, or agents of the Company or any of its subsidiaries;
 - 16.3.2. Induce or encourage (or attempt to induce or encourage) any officer, employee, representative, or agent of the Company or any of its subsidiaries to:
 - 16.3.2.1. Leave the employ or service of the Company or any of its subsidiaries; or
 - 16.3.2.2. Violate the terms of their contract with the Company or any of its subsidiaries; or,

- 16.3.3. Provide the Company's Business to any client of the Company with whom the Student had direct contact or access to confidential information, or solicit, induce, or attempt to induce any such client to:
- 16.3.3.1. Stop doing business with or through the Company; or,
 - 16.3.3.2. Do business with any other person, firm, partnership, corporation, or other entity that provides products or services materially similar to those provided by the Company

17. Whole Agreement and Modification. This Agreement, including all its Appendix or Addendum, constitutes the whole agreement between the Student and the Company. No amendment, change or modification of this Agreement or any of its Appendix or Addendum shall be deemed valid unless done in writing and signed by both Parties.

By affixing his/her signature below, the Student agrees that this Agreement and all sections herein were clearly explained. Moreover, the Student understands and agrees with the same and acknowledges the responsibility to abide by them. The Student further agrees to be bound to further rules and policies, including changes to Program details, which may further be furnished to him or her by the Company. The Student is aware that non-compliance to the provisions of this Agreement, including its annexes, appendices, and addenda, will result in consequences stated in the previous sections above. Moreover, non-compliance with this Agreement may result in potential legal action against the Student.

Conforme:



Jerry Clark Ian C. Cabuntucan

Student's Signature over Full Name

Date: 12/15/2022



Alan T. Beraquit

Authorized Representative, Zuit Learning Institute Incorporated

Annex A. Developer Career Program Details

These are the details of the Program you have enrolled in. Please note that some of the details are subject to change following Company discretion. Should there be any changes, the Company shall give you advanced notice in writing.

- I. Curriculum
 - A. The Main Course shall be composed of 260 training hours with the following courses:
 - 1. Front-end course
 - 2. Back-end course
 - 3. Full stack course
 - B. Booking schedule, Course Title, and Courses included in each (Short Course) Package to be offered by the Company shall be announced prior to the opening of Classes.
- II. Time Schedule
 - A. If FT Class Student: Monday to Friday, 8:00 AM - 4:30 PM/5:00 PM
 - B. If PT Class Student: Monday to Friday, 5:30 PM - 9:30 PM

*FT Class Students may take PT Short Courses if he/she is available on any of the PT Class time slots.
- III. Training Hours and Duration
 - A. Main Course
 - 1. If FT Class Student, Sessions will last for 8 hours per day, 5 days per week. After a total of 260 training hours, the Course must be completed in 6.5 weeks or over 2 months.
 - 2. If PT Class Student, Sessions will last for 4 hours per day, 5 days per week. After a total of 260 training hours, the Course must be completed in 13 weeks or over 3 months.
 - B. Short Courses
 - 1. If FT Class Student, Sessions will last for 8 hours per day, 5 days per week. After a total of 160 training hours, the Course must be completed in 4 weeks within a maximum span of 2 years (24 months).
 - 2. If PT Class Student, Sessions will last for 4 hours per day, 5 days per week. After a total of 160 training hours, the Course must be completed in 8 weeks within a maximum span of 2 years (24 months).
- IV. Job Application Assistance.
 - 1. In signing this agreement, the Student agrees to fully cooperate in the efforts of the Company to assist them in securing a job after the Bootcamp. This includes the submission of valid and authentic documents needed for employment. The Student, therefore, consents to the processing of his/her personal information by the Company for the purpose of assisting him or her to secure a job. The consent given by the Student shall include consent to the sharing by the Company of the Student's personal information (such as name, mobile number, address, and training records) to potential employers. The consent given in this clause shall survive the termination of this Agreement and shall remain valid and existing until ten (10) years after the Effective Date, unless sooner revoked by the Student.
 - 2. The Student likewise agrees to attend the consultation meetings scheduled by Zuitt for job application support and submit the Monthly Job Status form for Zuitt to monitor the Student's job application activities.
 - 3. The Company, in return, shall spend its efforts to help the Student, through consultation, to develop the latter's network and therefore assist the Student in securing a job within a maximum period of one (1) month (the "Employment Consulting Services"). The Student has the prerogative to apply directly to any job opening, and upon own efforts, secure employment. Upon acceptance of a job offer or upon commencement of employment, the Student shall inform the Company by submitting the name of his/her Employer through an online form within a week after the start date of employment.
 - 4. The Student understands that this Job Application clause does not, in any way, mean that the Company warrants and guarantees that the Student will secure a job.
 - 5. In performing its obligations under this Clause 4, the Company will not engage in the canvassing, enlisting, contracting, transporting, utilizing, hiring, or procuring

of workers, referrals, promising, or advertising for employment, that will in any way fall under the definition of illegal recruitment and placement activities under existing labor laws and regulations. Nothing in this Clause 4 shall prohibit or restrict the Company from legitimately engaging or employing any of the Students to work for the Company, its affiliates, or subsidiaries, subject to applicable laws and rules.

V. Termination of Employment.

- A. The Student may inform the Company in case of job termination from the Employer for whatever reason.
- B. Upon receipt of notification, the Company shall extend to the Student the services under the Job Application clause.

VI. Training Fee Refund.

- A. Subject to Company's prerogative and based on the fulfillment of relevant conditions as stipulated in this section, the training fee may be refunded if the Student failed to receive any job offer as a Software Engineer within five (5) months from the date of commencement.
- B. Students who wish to avail this refund option must inform the Company by filling out a form to clarify the eligibility for a refund during the exit interview. In the event that the Student fails to inform the company within the stated period, he/she will not be eligible to receive a refund.
- C. The refund may only be given within certain limits and conditions, including but not limited to the following:
 1. The Student possesses appropriate background for Junior Software Engineer positions, including but not limited to the following:
 - a) holds an associate degree or higher;
 - b) The total duration of unemployment and/or job not related to Software Engineering is less than 15 years;
 - c) willing to work as a Software Engineer immediately after graduation;
 2. The Student completed the minimum requirements for the Bootcamp, including but not limited to the following:
 - a) attendance percentage for the duration of the training;
 - b) submitted all the capstone projects on time;
 3. The Student has made reasonable efforts for job hunting, including but not limited to the following:
 - a) applied as a Software Engineer to at least 10 employers monthly for five (5) consecutive months after graduation;
 - b) has given conscientious effort to attend and participate in all the interviews scheduled by the employers for five (5) months after graduation;
 - c) Share any interview results and status of application and job offer to the Company, by submitting the online form within the deadline prescribed by the Career Advisors per month, so the Company can perform its obligations under Section 4 of this Agreement.

VII. Price - See Appendix A. Fees and Payment

Appendix A. Fees and Payment for Developer Career Program

The Company offers varying payment schemes with corresponding fees (VAT Inclusive) to Students joining the Bootcamp. You (“Student”, “You”) have entered into an Agreement (“Agreement”) with Zuit Learning Institute Incorporated (“Company”) and this Appendix sets forth additional terms in relation to the Developer Career Program fees and payment scheme you have chosen.

1. Payment Scheme: Kindly check the box for the desired payment scheme **(based on eligibility)**.

☐ 1.1. Upfront: In choosing the Upfront Payment Scheme, the Student agrees to pay the total training package cost of **PhP 57,000.00** upfront or in advance, for the training services to be rendered by the Company. Said package cost shall be divided into the number of hours spent on all main and short courses

1.1.1. Schedule: The said due amount should be paid within 30 days from the commencement of the Bootcamp training.

1.1.2. The Company shall notify the Student in advance of any deadline adjustments caused by changes on the start date of the Bootcamp Training.

☐ 1.2. Installment: In choosing the Installment Payment Scheme, the Student agrees to pay the total training package cost of **PhP 59,100** within six (6) months from the commencement of the Bootcamp training. Said package cost shall be divided into the number of hours spent on all main and short courses

1.2.1. Schedule: The Student agrees to strictly follow the payment plan below. The Company shall notify the Student in advance for any deadline adjustments caused by changes on the start date of the Bootcamp Training.

Developer Career Program: Payments for PT Class Student	Due Dates
"First Payment: PhP9,850"	January 31, 2023
"Second Payment: PhP9,850"	February 28, 2023
"Third Payment: PhP9,850"	March 31, 2023
"Fourth Payment: PhP9,850"	April 30, 2023
"Fifth Payment: PhP9,850"	May 31, 2023
"Final Payment: PhP9,850"	June 30, 2023

☒ 1.3. Study Now Pay Later: For Students who are qualified and eligible to choose the Study Now Pay Later (SNPL) Scheme, the Student agrees to pay at least Two Thousand Nine Hundred (**PhP 2,900**) in installments for a total of Twenty Eight (28) months as fees for training received in advance. Said package cost shall be divided into the number of hours spent on all main and short courses

1.3.1. Deposit: Students who avail the SNPL scheme are required to pay two (2) months worth of deposit (PhP 2,900 x 2 months). The first deposit is due on the last day of the month from the start of the Bootcamp Training and the second deposit is due on the last day of the second month from the start of the Bootcamp Training. The total deposit amount shall be applied to the total amount

- of fees towards the last two months of installment. A five percent (5%) interest is incurred as penalty for late deposit.
- 1.3.2. Job after Employment: Students who availed the Study Now Pay Later program are required to seek employment as a systems developer, which may include being a web developer, web designer, programmer, systems engineer, and other related occupations subject to approval by the Company.
- 1.3.3. Schedule: The Student agrees to strictly follow the payment plan below. The Company shall notify the Student in advance for any deadline adjustments caused by changes on the start date of the Bootcamp Training.
- 1.3.3.1. If the Student has availed of the Study-Now-Pay-Later scheme of payment, the Student will be given thirty (30) days, after notifying the Company of the desire to discontinue training, to start paying in accordance to the scheme set forth in Appendix “A” (Fees and Payment). Failure to do so will lead to the penalties defined under “Default in Payment” section of Appendix “A”.

Developer Career Program SNPL Payment	
Due Date	Monthly Due
Last day of the month from the 1st day of training (01/31/2023)	2,900.00
2023	
Last day of the 2nd month from the 1st day of training 2/28/2023	2,900.00
4/30/2023	2,900.00
5/31/2023	2,900.00
6/30/2023	2,900.00
7/31/2023	2,900.00
8/31/2023	2,900.00
9/30/2023	2,900.00
10/31/2023	2,900.00
11/30/2023	2,900.00
12/31/2023	2,900.00
2024	
1/31/2024	2,900.00
2/29/2024	2,900.00
3/31/2024	2,900.00
4/30/2024	2,900.00
5/31/2024	2,900.00

6/30/2024	2,900.00
7/31/2024	2,900.00
8/31/2024	2,900.00
9/30/2024	2,900.00
10/31/2024	2,900.00
11/30/2024	2,900.00
12/31/2024	2,900.00
2025	
1/31/2025	2,900.00
2/28/2025	2,900.00
3/31/2025	2,900.00
4/30/2025	2,900.00
5/31/2025	2,900.00

2. Default in Payment:
- Failure to pay within the allowable period will result in a five percent (5%) interest charge computed on top of the total fees. This means that all remaining unpaid balances shall incur Interest every month until the Student is able to update payment.
- Payment for the short courses will not be refunded if not taken/attended within the prescribed 24-month period.
- In the event that the payment made by the defaulting Student is less than the due outstanding balance for the month, the payment shall be applied first to any accumulated interest charges before the remaining payment balance, if any, is applied to the principal amount.
3. Negligence of Payment for Installment and SNPL Payment Scheme: Negligence of Payment. If for any reason, the Student fails to pay the fees for three (3) consecutive months, the Student will be liable, without the need of demand, to pay the entire remaining balance along with the accumulated interest immediately. The entire remaining balance shall be billed on the fourth month after three months of non-payment.
4. Mode of Payment:
- 4.1. The Student will be responsible for the remittance of the payment, on or before the due date through the mode/s of payment indicated in the SOA (Statement of Account) to be sent by ZuitT via email.
- 4.1.1. The Student shall shoulder the transfer fee and any other fees that may arise during the remittance of payment.
- 4.1.2. In addition, the Student also understands and agrees that ZuitT has the prerogative to add/update the mode/s of payment, as long as proper advance notice is given to the Student either through email or SOA.
- 4.2. The Company shall not be liable for any loss or damages arising from the Student's use of, or reliance upon, any form of payment services or any electronic payment system.