

**RETAIL INSTALLMENT CONTRACT/CONSUMER CREDIT DOCUMENT/
CLOSED-END CREDIT AGREEMENT/CONSUMER PAPER/CREDIT SALE CONTRACT**

Seller/School:

Covalence

<https://covalence.io/>

Obligor:

Christopher Blake Sizemore
5109 Yellow Rose Way, Apartment 2703
Knoxville, TN, 37918

Agreement Date: February 17, 2023

Description of the good(s) and/or service(s) being purchased on credit:

Course: Catalyst Software Development Bootcamp (TIP)

Course Start Date: February 20, 2023

TRUTH IN LENDING ACT DISCLOSURES

| ANNUAL PERCENTAGE RATE | FINANCE CHARGE | Amount Financed | Total Of Payments | Total Sale Price |
|-------------------------------------------|---------------------------------------------|---------------------------------------------------------|------------------------------------------------------------------------------|-------------------------------------------------------------------------------|
| 0.00% | \$0.00 | \$9,600.00 | \$9,600.00 | \$9,600.00 |
| The cost of your credit as a yearly rate. | The dollar amount the credit will cost you. | The amount of credit provided to you or on your behalf. | The amount you will have paid after you have made all payments as scheduled. | The total cost of your purchase on credit, including your downpayment of \$0. |

Payment Schedule (e):

| Number of Payments | Payment Amount | When Payments Are Due |
|--------------------|----------------|-------------------------------------|
| 12 | \$800.00 | Monthly beginning February 20, 2023 |
| N/A | N/A | N/A |

Prepayment: If you pay early in full, you may be entitled to a refund of part of the Finance Charge; if you pay early in part, you will not be entitled to a refund of part of the Finance Charge.

Further Information: See the Additional Terms below for any additional information about nonpayment, default, any required repayment in full before the scheduled date, and prepayment. (e) means an estimate.

Itemization of the Amount Financed (Estimated)

| | |
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| a. Purchase/Cash Price of Goods and Services Excluding Taxes | \$9,600.00 |
| b. Sales Tax: | N/A |
| c. Purchase/Cash Price of Goods and Services Including Taxes (a + b) | \$9,600.00 |
| d. Cash Down Payment: | \$0.00 |
| e. Amount Financed (c - d): | \$9,600.00 |
| f. Amount of Finance Charge/Time Price Differential | \$0.00 |
| g. Total of Payments (e + f) | \$9,600.00 |
| h. The Total of Payments is payable through 12 monthly payments of \$800.00, commencing February 20, 2023 and with a final payment of \$800.00 due on January 20, 2024. | |

You, the buyer, may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction. See the attached notice of cancellation form for an explanation of this right.

The terms of this Contract are contained on more than one page and, if this page is printed front/back, are contained on both sides of this page.

THIS CONTRACT CONTAINS AN ARBITRATION PROVISION. UNLESS YOU REJECT IT, IT WILL HAVE A SUBSTANTIAL EFFECT ON YOUR RIGHTS IN THE EVENT OF A DISPUTE WITH US. WHEN IT APPLIES, YOU MAY NOT HAVE THE RIGHT TO A JURY TRIAL OR TO BE PART OF A CLASS ACTION. THE ARBITRATION PROVISION DOES NOT APPLY TO COVERED BORROWERS (AS DEFINED BELOW).

ADDITIONAL TERMS

This Retail Installment Contract/Consumer Credit Document/Closed-End Credit Agreement/Consumer Paper (the "Contract") governs the terms of your purchase of the goods and services identified above (the "Goods and Services") from School. It includes the Truth In Lending Act Disclosures ("TILA Disclosures") above, these Additional Terms and, unless you are a Covered Borrower (as defined below), the Arbitration Provision. In this Contract, "Obligor," "Buyer," "you," "your" and "yours" mean the person identified as the Obligor above. "School" means the school identified above. "Seller," "we," "us" and "our" mean the School and any person who obtains School's rights under this Contract. "Leif" means Leif Technologies, Inc., the administrative partner for the School's Contracts.

1. PROMISE TO PAY; PAYMENTS.

You promise to pay us the Total of Payments set forth in the TILA Disclosures in accordance with the Payment Schedule on page 1. (Any payment scheduled for a day that is not a business day will be due on the next business day.)

2. PREPAYMENT.

You may prepay the amount due under this Contract at any time without incurring any additional charge, fee or penalty. If you prepay in part, you will not be entitled to a refund of any portion of the Finance Charge. If you pay more than the amount due on or before one payment date, you must still pay the required amount on the next payment date. If you prepay this Contract in full, we will rebate the unearned portion of the Finance Charge. Unless otherwise required by applicable law, we calculate the earned portion of the Finance Charge as of the date of your prepayment in full using the "adjusted daily simple rate method" at an annual rate of ("Contract Rate"). The "Daily Rate" is the Contract Rate divided by 365. Pursuant to the "adjusted daily simple rate method," we first calculate the "Adjusted Balance" for each day from February 17, 2023 until the date you prepay in full (the "Adjusted Period") by taking the Amount Financed and subtracting (a) any payments that have been applied to the Amount Financed and (b) any part of the Amount Financed that is past due on that day. We then add together the Adjusted Balance for each day in the Adjusted Period and multiply that number by the Daily Rate. This gives us the earned Finance Charge.

3. ESTIMATES IN TILA DISCLOSURE.

We estimated the Payment Schedule in the TILA Disclosures above because we do not know exactly when the applicable classes associated with your purchase of the Goods and Services will begin. Our estimate is based on the date that we expect any such classes to start (i.e., February 20, 2023) (the "Start Date"); however, any delays or changes to the Start Date will impact the Payment Schedule. We will provide you with an updated Payment Schedule in the event of such a delay or change to the Start Date.

4. NOTICES

Any notice, consent, demand or request required or permitted to be given under this Contract shall be in writing and, except as otherwise provided, shall be deemed sufficient: (a) when sent by email from you to us or Leif, at support@leif.org or to such other email address as we or Leif may provide to you from time to time (the "Notice Email Address"), (b) when sent by U.S. mail from you to us or Leif, Leif Technologies, Inc., 829 Washington Street, New York, NY, 10014 (the "Notice Address") and (c) when sent by us or Leif to you via U.S. mail or e-mail to the addresses on page 1 or any updated address you give us by written notice.

5. INFORMATION ABOUT PAYING BY AUTOMATIC PAYMENTS FROM YOUR DEPOSIT ACCOUNT

If you choose to make automatic payments from your deposit account, you agree to authorize Leif's third party service provider to access and transmit your account information to Leif in connection with your Contract application and on an ongoing basis thereafter until this Contract is paid in full. The frequency of such transmissions may vary depending on your bank and account activity. Leif will use your account information to evaluate you for the Contract and to conduct periodic reviews of your account information. Please read the service provider's terms of use and privacy policy to learn how they access and use your data.

6. REFUND POLICY FOR CANCELLATION OR WITHDRAWAL

In the event of your withdrawal or other separation from your program, you may be entitled to a refund or other adjustment with respect to your purchase of the Goods and Services in accordance with the School's refund policy or as required by applicable law. You agree to give us and Leif prompt written notice of your cancellation or withdrawal to the Notice Email Address above, which notice will be effective on the date it is received. In the event School issues a refund or adjustment to you, you agree that it will be applied to the amounts owing under this Contract. While it generally will not change the amount of any upcoming payments, it may reduce or eliminate payments due at or immediately before your final payment date.

7. DEATH OR TOTAL AND PERMANENT DISABILITY

We will waive what you owe under this Contract, including any past due amounts, if you die or become totally and permanently disabled (collectively, a "Waiver"). If you would like to assert a Waiver based on total and permanent disability, you will need to provide documentation showing to our satisfaction that you have been found to be totally and permanently disabled (collectively, the "Documentation"). Documentation should include a letter from a medical doctor or a certificate from a state or federal agency stating that you are totally disabled and unable to maintain full time employment due to a condition that began or deteriorated after you entered into the Contract. While we may defer one or more payments due under this Contract after we the date we receive any applicable Documentation from you, no Waiver will be effective until (a) we have received and reviewed the Documentation to our satisfaction, which may include additional requests for information from you; and (b) we have provided notice to you that the Waiver has been granted. If we do not grant the Waiver, you will continue to be responsible for all outstanding amounts due under this Contract, including the amount of any deferred payments, and must continue to make future payments on their scheduled due dates until the date the Contract is paid in full.

8. DELAYS AND WAIVERS

We may waive any right without losing any other right. We may delay enforcing any right without losing it. No waiver may be verbal.

9. TRANSFER OR ASSIGNMENT

We may transfer or assign any rights at any time without your consent. You may not transfer or assign your duties. An attempted assignment that is not permitted will be void.

10. MILITARY LENDING ACT.

The Military Lending Act ("MLA") protects certain members of the Armed Forces and their dependents ("Covered Borrowers"). This section applies to Covered Borrowers. If you would like more information about whether you are a Covered Borrower and whether this section applies to you, please contact us at (646)-760-3318.

Statement of MAPR: In general, the cost of consumer credit to a Covered Borrower may not exceed an Annual Percentage Rate of 36%. Generally, this rate must include, as applicable, any: (a) credit insurance premiums; (b) fees for ancillary products related to the credit transaction; (c) application fee; and (d) participation fee.

Oral Disclosures: Before signing this Contract, please call (888)-701-2799 for important disclosures and payment information.

Arbitration Provision and Jury Trial Waiver: The Arbitration Provision does not apply to persons who are Covered Borrowers as of the date of this Contract.

11. DEFAULT; ENTIRE BALANCE DUE.

Subject to applicable law, we may declare you in default upon: (a) your failure to make any payment in full within ninety (90) days of a scheduled due date or (b) your violation of any other provision of this Contract impairs the prospect of your payment, your performance or the enforcement of our rights.

If you default, we may, subject to applicable law (including any notice or cure rights provided under applicable law): (a) require you to pay the entire balance at once; (b) exercise any right provided by law; and (c) charge you any reasonable attorneys fees and/or collection costs we actually incur to the extent permitted by law.

12. PHONE CALLS.

You agree that we may monitor and/or record any of your phone calls with us or our agents. But, we do not need to do so. We do not need to keep any recordings.

13. BANKRUPTCY.

Any communication with us under the Federal Bankruptcy Code must: (a) be in writing; (b) include your name and the date of this Contract; and (c) be sent to us at the Notice Email Address, Attn: Bankruptcy.

You promise that: (a) you are not bankrupt; (b) you do not now intend to make a bankruptcy filing; and (c) you have not consulted an attorney regarding any such filing within the past six months.

14. CREDIT REPORTS; COLLECTION OF OTHER PERSONALLY IDENTIFIABLE INFORMATION; IDENTITY THEFT.

You authorize us and our agents, including Leif, to obtain your credit report for any lawful purpose. For example, we may use your credit report to review your likelihood of making payment and to take collection action. Upon your request, we will tell you whether we obtained a consumer report. You also authorize us and our agents to obtain other information about you (including but not limited to employment and income information) from third parties in order to help us service and collect on your Contract. As permitted by law, you authorized Leif to share information from credit reporting agencies and other third parties with us to enable us to offer or service the Contract.

We may report information about your purchase on credit or this Contract to credit bureaus. **Late payments, missed payments or other defaults under this Contract may be reflected in your credit report.**

If you think we have provided incorrect information to a credit bureau or that you have been the victim of identity theft, write us at the Notice Email Address, Attn: Credit Report. In your letter: (a) provide your name, date of this Contract and Contract ID number; (b) identify the specific information you dispute; (c) explain the basis for the dispute; and (d) provide any support you have for your dispute. If you think you have been the victim of identity theft, submit an identity theft affidavit or identity theft report.

15. ADDITIONAL USE OF DATA FOR ANALYTICS PURPOSES; SERVICING AND COLLECTIONS

To the extent permitted by applicable law, you consent to and authorize our and Leif'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 Contract, the Leif Platform and related systems and technologies; (b) to use the Data to improve and enhance Leif's program management capabilities or for other development, diagnostic, and corrective purposes in connection with this Contract or any other business of Leif; and (c) to disclose such information and data solely in aggregate or other de-identified form in connection with Leif's businesses. School and Leif shall own any data derived from or based upon the Data in conjunction with the foregoing rights.

As consideration for this Contract, you further agree that we may release information in our records regarding you and your account to our employees, agents, assigns, representatives, and service providers performing work for us in connection with servicing or collecting your account. Without limitation, you also specifically authorize our respective agents, assigns, representatives, and service providers to release this same information to any vendors used by those entities to service or collect on your account.

16. TRUTHFULNESS OF INFORMATION.

You promise that every statement you made in seeking credit is true, complete and correct. You agree to notify us of any changes to the information you provided.

17. CALLS AND MESSAGES.

We, Leif, and our or Leif's affiliates, successors, assigns, service providers, and agents (the "Messaging Parties") 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 regarding this Contract or your relationship with us or Leif, 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 Messaging Parties, now or in the future. You agree that the Messaging Parties 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 Messaging Parties shall have no liability for such charges. You also agree that the Messaging Parties may record any telephone conversations with you.

18. DISPUTED BALANCES.

If you make any payment marked "payment in full" or with similar language, we may deposit it without waiving any rights. If you dispute any amount owed, you must write us by U.S mail to the Notice Address and provide a reasonably detailed explanation of your dispute.

19. INADVERTENT EXCESSIVE COLLECTION OF PAYMENTS.

If we inadvertently collect more payments than permitted by this Contract, we will issue you a credit or refund.

20. SEVERABILITY

This Contract is the entire agreement between you and us. Oral agreements cannot change this Contract. Except as set forth in the Arbitration Provision, if one or more provisions of this Contract 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 (a) such provision shall be excluded from this Contract to the minimum extent necessary so that this Contract will otherwise remain in full force and effect and enforceable, (b) the balance of this Contract shall be interpreted as if such provision were so excluded and (c) the remainder of this Contract shall be enforceable in accordance with its terms.

21. GOVERNING LAW

Except as provided in the Arbitration Provision, this Contract and all related disputes are governed by the laws of the United States and, to the extent state law applies, the laws of the state of Obligor's residence shown on the first page of this Contract.

22. ARBITRATION PROVISION.

READ THIS ARBITRATION PROVISION. THE ARBITRATION PROVISION WILL HAVE A SUBSTANTIAL IMPACT ON THE WAY YOU AND WE RESOLVE ANY CLAIM WHICH YOU OR WE HAVE AGAINST EACH OTHER NOW OR IN THE FUTURE. THIS ARBITRATION PROVISION DOES NOT APPLY IF, AS OF THE DATE OF THIS CONTRACT, YOU ARE A MEMBER OF THE ARMED FORCES OR A DEPENDENT OF SUCH MEMBER COVERED BY THE FEDERAL MILITARY LENDING ACT. IF YOU WOULD LIKE MORE INFORMATION ABOUT THE FEDERAL MILITARY LENDING ACT, YOU MAY CONTACT US AT (888) 701-2799 (OR AT ANY TELEPHONE NUMBER WE SUBSEQUENTLY PROVIDE YOU). We have put this Arbitration Provision in question and answer form to make it easier to understand. However, this Arbitration Provision is part of this Contract and is legally binding.

| <u>Question.</u> | <u>Short Answer.</u> | <u>Further Detail.</u> |
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| Background and Scope. | | |
| What is arbitration? | An alternative to a court case. | In arbitration, a third party arbitrator ("arbitrator") resolves Claims in a hearing on an individual basis. It is less formal than a court case. |
| Is it different from court and jury trials? | Yes. | The hearing is private. There is no court or jury. It is usually less formal, faster and less expensive than a court lawsuit. Pre-hearing fact finding (called "discovery") is limited. Appeals are limited. Courts rarely overturn arbitration awards. |
| Can you opt out of this Clause? | Yes, within 30 days. | You may reject this Arbitration Clause by emailing a rejection notice to us at support@leif.org (or such other email address as we or Leif may provide to you from time to time) within thirty (30) days after you sign this Agreement. In the email, provide your name and address and state that you "opt out" of the Arbitration Provision. Opting out of this Arbitration Provision will not affect any other provision of this Contract. |
| What is this Arbitration Provision about? | The parties' agreement to arbitrate Claims. | Unless you opt out, you and we agree that any party may elect to arbitrate or require arbitration of any "Claim" as defined below on an individual basis. |
| Who does the Arbitration Provision cover? | You, us, Leif and certain "Related Parties". | This Arbitration Provision covers you, us and Leif. It also covers certain "Related Parties": (1) our or Leif's parents, subsidiaries, affiliates, successors, designees and assigns; (2) the employees, directors, officers, shareholders, members and representatives of any of the foregoing; (3) any assignee, purchaser or servicer of this Contract; and (4) any person or company that is involved in a Claim you pursue at the same time you pursue a related Claim against us, Leif or a Related Party. However, this Arbitration Provision does not apply if you are a Covered Borrower as of the date of this Contract. |

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| <p>What Claims does the Arbitration Provision cover?</p> | <p>All Claims (except certain Claims about this Arbitration Provision).</p> | <p>This Arbitration Provision governs all "Claims" that would usually be decided in court and are between us (or any Related Party) and you. In this Arbitration Provision, the word "Claims" has the broadest reasonable meaning. It includes any past, present or future claim, dispute or controversy arising out of or relating to this Contract, your purchase on credit or the relationship(s) resulting from this Contract. It includes initial claims, counterclaims, cross-claims and third-party claims, and claims based upon contract, tort (including fraud and other intentional tort), consumer rights, constitutions, statutes, ordinances, rules, regulations, common law and equity. It includes claims related to information you gave us before this Contract was signed and to any prior contracts between you or us. It includes extensions, renewals, refinancings or payment plans. It includes claims related to collections, the manner of collections, privacy, data breach and personal information. It includes claims concerning advertisements, promotions, notices, disclosures, or oral or written communications relating to this Contract. Claims are subject to arbitration even if they arise out of or relate to actions, omissions, transactions, facts, or conduct that occurred prior to the date of this Contract. (However, this Arbitration Provision will not apply to any Claim that was already pending in court before this Arbitration Provision took effect.) This Arbitration Provision includes claims related to the validity in general of this Contract. However, it does not include disputes about the validity, coverage or scope of this Arbitration Provision or any part of this Arbitration Provision. All such disputes are for a court and not the arbitrator to decide.</p> |
| <p>Who handles the arbitration?</p> | <p>Usually AAA or JAMS.</p> | <p>Arbitrations are conducted under this Clause and the consumer rules of the arbitration administrator in effect at the time the arbitration is commenced. The arbitration administrator will be either:</p> <p>The American Arbitration Association ("AAA"), 120 Broadway, 21st Floor, New York, NY 10271, www.adr.org , 1-800-778-7879.</p> <p>JAMS, 620 Eighth Avenue, 34th Floor, New York, NY 10018, www.jamsadr.org , 1-800-352-5267.</p> <p>Any other company or arbitrator picked by agreement of the parties.</p> <p>If all the above options are unavailable, a court with jurisdiction will pick the administrator or arbitrator, who must agree to abide by this Clause, including the Class Action Waiver.</p> <p>A single arbitrator will be selected under the administrator's rules. However, the arbitrator must be a lawyer with at least ten years of experience or a retired judge unless you and we otherwise agree.</p> |

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| Can Claims be brought in court? | Sometimes. | Either party may bring a lawsuit if the other party does not demand arbitration. Even if all parties have opted to litigate a Claim in court, any party may elect arbitration of a Claim made by a new party or any Claim later asserted by a party in that or any related or unrelated lawsuit (including a Claim initially asserted on an individual basis but modified to be asserted on a class, representative or multi-party basis). You and we will not demand arbitration of any lawsuit you or we bring as an individual action in small claims court (or an equivalent court) as long as that action remains in small claims court. However, you or we may demand arbitration of any transfer or removal of a small claims court action, any appeal of a small-claims decision or any small-claims action brought on a class basis. |
| Are you giving up any rights? | Yes. Jury Trial Waiver and Class Action Waiver | <p>For Claims that are arbitrated, you and we give up our rights to:</p> <ol style="list-style-type: none"> 1. Have juries decide Claims. 2. Have courts, other than small-claims courts, decide Claims. 3. PARTICIPATE IN A CLASS OR COLLECTIVE ACTION IN COURT OR IN ARBITRATION, EITHER AS A CLASS REPRESENTATIVE OR CLASS MEMBER. 4. Serve as a private attorney general or in a representative capacity in court or in arbitration. 5. Join or consolidate Claims with Claims of others unless all parties otherwise agree in writing. <p>(Numbers 3, 4 and 5 collectively are the "Class Action Waiver"). The arbitrator will not conduct any arbitration inconsistent with this section or issue any relief that applies to any person or entity except you, us, or Related Parties individually.</p> |
| Can you or another consumer start class arbitration? | No. | The arbitrator is <u>not</u> allowed to handle any Claim on a class or representative basis. All Claims that are arbitrated must be decided in an individual arbitration or an individual small-claims action. |

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| What happens if part of this Arbitration Provision cannot be enforced? | It depends. | <p>If any portion of this Arbitration Provision cannot be enforced, the rest of this Arbitration Provision will continue to apply, except that:</p> <p>(A) If a court rules that the arbitrator can decide a Claim on a class or other representative basis and the court's ruling is not reversed on appeal, only this sentence will apply and the remainder of this Arbitration Provision will be void, AND</p> <p>(B) If a party brings a Claim seeking public injunctive relief and a court determines that the restrictions in this Arbitration Provision prohibiting the arbitrator from awarding relief on behalf of third parties are unenforceable with respect to such Claim, and that determination is not reversed on appeal, the Claim for public injunctive relief will be determined in court and any individual Claims seeking monetary relief will be arbitrated. In such a case the parties agree to request that the court stay the Claim for public injunctive relief until the arbitration award pertaining to individual relief has been entered in court.</p> <p>In no event will a Claim for class relief or public injunctive relief be arbitrated.</p> |
| What law applies? | The Federal Arbitration Act ("FAA"). | <p>This Contract involves interstate commerce. Thus, the FAA governs this Arbitration Provision. The arbitrator must apply substantive law to the extent consistent with the FAA. The arbitrator must honor statutes of limitation and privilege rights. The arbitrator is authorized to award all remedies permitted by applicable law for an individual Claim, including, without limitation, compensatory, statutory, and punitive damages (subject to constitutional limits that would apply in court), declaratory, injunctive, and other equitable relief (but only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim), and attorney's fees and costs. If this Arbitration Provision conflicts with the administrator's rules or this Contract, this Arbitration Provision will govern.</p> |
| Will this Arbitration Provision continue to be effective? | Yes. | <p>This Arbitration Provision stays in force: (1) even if this Contract is cancelled or terminated; (2) in the event of a breach, default, renewal, prepayment, payment in full or the fulfillment of a party's obligations under this Contract; or (3) if a party becomes insolvent or goes into or through bankruptcy (to the extent permitted by bankruptcy law).</p> |
| Process. | | |

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| What must a party do before starting a lawsuit or arbitration? | Send a written Claim notice and work to resolve the Claim. | Before starting a lawsuit or arbitration, the complaining party must give the other party written notice of the Claim. The notice must explain in reasonable detail the nature of the Claim and any supporting facts. If you are the complaining party, you must send the notice in writing to our Legal Department, at our normal Notice Address. You or an attorney you have personally hired must sign the notice and must provide your full name and a phone number where you (or your attorney) can be reached. A collections letter from us to you will serve as our written notice of a Claim. Once a Claim notice is sent, the complaining party must give the other party a reasonable opportunity over the next 30 days to resolve the Claim on an individual basis. |
| How does arbitration start? | Mailing a notice. | If the parties do not reach an agreement to resolve the Claim within 30 days after notice of the Claim is received, the complaining party may commence a lawsuit or arbitration, subject to the terms of this Arbitration Provision. To start arbitration, the complaining party picks the administrator and follows the administrator's rules. If one party begins or threatens a lawsuit, the other party can demand arbitration. This demand can be made in court papers such as a motion to compel arbitration. It can be made if a party begins a lawsuit on an individual basis and then tries to pursue a class action. Once an arbitration demand is made or the court compels arbitration, no lawsuit may be brought and any existing lawsuit must stop. |
| Will any hearing be held nearby? | Yes. | The arbitrator may decide that an in-person hearing is unnecessary and that he or she can resolve a Claim based on written filings and/or a conference call. However, any in-person arbitration hearing must be held at a place reasonably convenient to you. |
| What about appeals? | Appeal rights under the FAA are very limited, but an appeal to a different arbitrator may be possible depending on the amount at stake. | If the amount at stake in the arbitration (including the value or cost of any equitable relief) is more than \$50,000, either party may appeal the arbitrator's decision within 30 days to a single arbitrator or a three-arbitrator panel selected in accordance with the administrator's rules, which shall resolve the Claim without regard to the original decision. We will pay the entire cost of an appeal unless we are willing to have the appeal decided by a single arbitrator and you insist upon a three-arbitrator panel. In such event, you will be responsible for paying your portion of the difference in arbitration fees between a single arbitrator and a three-arbitrator panel, as determined by the panel. However, we will pay all costs to the extent required by law. The original award, or any subsequent award on the appeal described above, shall be final and binding, subject to any further right to appeal provided by the FAA. (Appeal rights under the FAA are very limited.) The arbitrator's award may be entered by any court having jurisdiction. |

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| Do arbitration awards affect other disputes? | No. | No arbitration award involving the parties will have any impact as to issues or claims in any dispute involving anyone who is not a party to the arbitration, nor will an arbitration award in prior disputes involving other parties have any impact in an arbitration between the parties to this Arbitration Provision. |
| Arbitration Fees and Awards. | | |
| Who bears arbitration fees? | Usually, we do. | We will pay all filing, administrative, hearing and arbitrator's fees if you act in good faith, cannot get a waiver of such fees from the administrator and ask us to pay. |
| When will we cover your legal fees and costs? | If you win. | If you win an arbitration, we will pay your reasonable fees and costs for attorneys, experts and witnesses. We will also pay these amounts if required under applicable law or the administrator's rules or if payment is required to enforce this Arbitration Provision. The arbitrator shall not limit his or her award of these amounts because your Claim is for a small amount. |
| Will you ever owe us for arbitration or attorneys' fees? | Only for bad faith. | The arbitrator can require a party to pay the other party's fees if (and only if): (1) the arbitrator finds that the party has acted in bad faith (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)); and (2) this power does not make this Arbitration Provision invalid. |
| Can a failure to resolve a Claim informally result in a larger recovery for you? | Yes, under certain circumstances. | You are entitled to an arbitration award of at least \$7,500 if: (1) you give us notice of a Claim on your own behalf (and not on behalf of any other party) and comply with all of the requirements of this Arbitration Provision (including the requirements described in response to the question reading "What must a party do before starting a lawsuit or arbitration?"); and (2) the arbitrator awards you money damages greater than the last amount you requested and we refused to pay before the arbitrator was appointed. This is in addition to the attorneys' fees and expenses (including expert witness fees and costs) to which you are otherwise entitled. This \$7,500 minimum award is a single award that applies to all Claims you have raised or could have raised in the arbitration. Multiple awards of \$7,500 are not contemplated by this Arbitration Provision. Settlement demands and offers are strictly confidential. They may not be used in any proceeding by either party except to justify a minimum recovery of \$7,500. |
| Can an award be explained? | Yes. | A party may request details from the arbitrator, within 14 days of the ruling. Upon such request, the arbitrator will explain the ruling in writing. |

23. NOTICES AND SPECIAL PROVISIONS:

Notice for Arizona Contracts

NOTICE TO THE BUYER

- 1. DO NOT SIGN THIS AGREEMENT IF ANY OF THE SPACES INTENDED FOR THE AGREED TERMS TO THE EXTENT OF THEN AVAILABLE INFORMATION ARE LEFT BLANK.**
- 2. YOU ARE ENTITLED TO A COPY OF THIS AGREEMENT AT THE TIME YOU SIGN IT.**
- 3. YOU MAY PAY OFF THE FULL UNPAID BALANCE DUE UNDER THIS AGREEMENT AT ANY TIME, AND IN SO DOING YOU SHALL BE ENTITLED TO A FULL REBATE OF THE UNEARNED FINANCE AND INSURANCE CHARGES.**
- 4. YOU MAY CANCEL THIS AGREEMENT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE ATTACHED NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT.**
- 5. IT SHALL NOT BE LEGAL FOR THE SELLER TO ENTER YOUR PREMISES UNLAWFULLY OR COMMIT ANY BREACH OF THE PEACE TO REPOSSESS GOODS PURCHASED UNDER THIS AGREEMENT.**

Notice for Delaware Contracts

NOTICE TO THE BUYER

- (1) DO NOT SIGN THIS AGREEMENT BEFORE YOU READ IT OR IF IT CONTAINS ANY BLANK SPACE.**
- (2) YOU ARE ENTITLED TO A COMPLETELY FILLED-IN COPY OF THIS AGREEMENT.**
- (3) UNDER THE LAW, YOU HAVE THE RIGHT TO PAY OFF IN ADVANCE THE FULL AMOUNT DUE AND UNDER CERTAIN CONDITIONS TO OBTAIN A PARTIAL REFUND OF THE SERVICE CHARGE.**

Notice for Georgia Contracts

NOTICE TO THE BUYER

Do not sign this before you read it or if it contains any blank spaces. You are entitled to an exact copy of the paper you sign. You have the right to pay in advance the full amount due and under certain conditions to obtain a partial refund of the time price differential.

Notice for Kentucky Contracts

NOTICE TO THE BUYER

NOTICE TO THE BUYER. DO NOT SIGN THIS CONTRACT BEFORE YOU READ IT OR IF IT CONTAINS BLANK SPACES. YOU ARE ENTITLED TO A COPY OF THE CONTRACT YOU SIGN.

Notice for Missouri Contracts

NOTICE TO THE BUYER

NOTICE TO THE BUYER: (1) DO NOT SIGN THIS CONTRACT BEFORE YOU READ IT OR IF IT CONTAINS ANY BLANK SPACES. (2) YOU ARE ENTITLED TO AN EXACT COPY OF THE CONTRACT YOU SIGN. (3) UNDER THE LAW YOU HAVE THE RIGHT TO PAY OFF IN ADVANCE THE FULL AMOUNT DUE AND UNDER CERTAIN CIRCUMSTANCES TO OBTAIN A PARTIAL REFUND OF THE TIME CHARGE.

Notice for New Hampshire Contracts

If you prevail in an action, suit, or proceeding brought by us or you, reasonable attorney's fees will be awarded to you. If you successfully assert a partial defense or set-off, recoupment, or counterclaim to an action brought by us, the court may withhold from us the entire amount of such portion of the attorney fees as the court considers equitable.

Notice for New Mexico Contracts

**NOTICE TO THE BUYER. DO NOT SIGN THIS CONTRACT BEFORE YOU READ IT OR IF IT CONTAINS BLANK SPACES.
YOU ARE ENTITLED TO A COPY OF THE CONTRACT YOU SIGN.**

Notice for North Dakota Contracts

NOTICE TO THE BUYER

- 1. Do not sign this agreement if any of the spaces intended for the agreed terms to the extent of then available information are left blank.**
- 2. You are entitled to a copy of this agreement at the time you sign it.**
- 3. You may pay off the full unpaid balance due under this agreement at any time, and in so doing you may receive a full rebate of the unearned finance and insurance charges.**
- 4. You may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction. See the attached notice of cancellation form for an explanation of this right.**
- 5. The seller cannot enter your premises unlawfully or commit any breach of the peace to repossess goods purchased under this agreement.**

Notice for Pennsylvania Contracts

NOTICE TO THE BUYER

Do not sign this agreement before you read it or if it contains any blank spaces. You are entitled to a completely filled-in copy of this agreement. You have the right to pay off in advance the full amount due. Under certain conditions, you may obtain a partial refund of the finance charge.

NOTICE

A holder of this agreement is subject to all the claims and defenses that the buyer could assert against the seller of goods or services obtained by this agreement or with the proceeds of this agreement. Recovery under this agreement by the buyer may not exceed the amount paid by the buyer under the agreement.

The Amount Financed, Total of Payments and Total Sale Price in the TILA Disclosures are the same as the Unpaid Balance, Time Balance and Time Sale Price under Pennsylvania law. The Cash Price in the Itemization of Amount Financed is the same as the Purchase Price under Pennsylvania law. Under this Contract, there are no trade-ins, insurance charges, official fees or third-party charges. Seller may collect from Buyer late fees, costs of collection, costs from nonaffiliated entities and charges for deferment and extension as provided for in 12 Pa. C.S. Chapter 63.

Notice for Tennessee Contracts

The Finance Charge and Total of Payments shown in the Truth in Lending Act Disclosures are the same as the Time Price Differential and Time Balance under Tennessee law

Notice for Texas Contracts

NOTICE TO THE BUYER. DO NOT SIGN THIS CONTRACT BEFORE YOU READ IT OR IF IT CONTAINS BLANK SPACES. YOU ARE ENTITLED TO A COPY OF THE CONTRACT YOU SIGN. UNDER THE LAW YOU HAVE THE RIGHT TO PAY OFF IN ADVANCE THE FULL AMOUNT DUE AND UNDER CERTAIN CONDITIONS MAY OBTAIN A PARTIAL REFUND OF THE FINANCE CHARGE. KEEP THIS CONTRACT TO PROTECT YOUR LEGAL RIGHTS.

For questions or complaints about this contract, contact (insert name of creditor) at (insert creditor's phone number and, at creditor's option, one or more of the following: mailing address, fax number, website, e-mail address). The Office of Consumer Credit Commissioner (OCCC) is a state agency, and it enforces certain laws that apply to this contract. If a complaint or question cannot be resolved by contacting the creditor, consumers can contact the OCCC to file a complaint or ask a general credit-related question. OCCC address: 2601 N. Lamar Blvd., Austin, Texas 78705. Phone: (800) 538-1579. Fax: (512) 936-7610. Website: occc.texas.gov. E-mail: consumer.complaints@occc.texas.gov.

Notices for Washington Contracts

NOTICE TO BUYER:

(a) Do not sign this contract before you read it or if any spaces intended for the agreed terms, except as to unavailable information, are blank.

(b) You are entitled to a copy of this contract at the time you sign it.

(c) You may at any time pay off the full unpaid balance due under this contract, and in so doing you may receive a partial rebate of the service charge.

(d) The service charge does not exceed per annum computed monthly.

(e) You may cancel this contract if it is solicited in person, and you sign it, at a place other than the seller's business address shown on the contract, by sending notice of such cancellation by certified mail return receipt requested to the seller at his or her address shown on the contract which notice shall be posted not later than midnight of the third day (excluding Sundays and holidays) following your signing this contract. If you choose to cancel this contract, you must return or make available to the seller at the place of delivery any merchandise, in its original condition, received by you under this contract.

Notices for All Contracts

ORAL AGREEMENTS OR COMMITMENTS TO LOAN MONEY, EXTEND CREDIT OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT INCLUDING PROMISES TO EXTEND OR RENEW SUCH DEBT ARE NOT ENFORCEABLE. TO PROTECT YOU (BUYER) AND US (SELLER) FROM MISUNDERSTANDING OR DISAPPOINTMENT, ANY AGREEMENTS WE REACH COVERING SUCH MATTERS ARE CONTAINED IN THIS WRITING, WHICH IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN US, EXCEPT AS WE MAY LATER AGREE IN WRITING TO MODIFY IT.

NOTICE: ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

NOTICE TO BUYER:

(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 and obtain a partial refund of the finance charge. (4) If you desire to pay off in advance the full amount due, the amount which is outstanding will be furnished upon request.

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|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------|
| <u>All Contracts</u> BY ELECTRONICALLY SIGNING BELOW, YOU AND WE AGREE TO THE TERMS OF THIS CONTRACT, INCLUDING THE TILA AND OTHER DISCLOSURES ON PAGE 1, THE ADDITIONAL TERMS AND, UNLESS YOU ARE A COVERED BORROWER, THE ARBITRATION PROVISION. YOU UNDERSTAND THAT YOU MAY REJECT THE ARBITRATION PROVISION WITHOUT ANY EFFECT ON THE OTHER TERMS OF THIS CONTRACT. YOU ACKNOWLEDGE THAT YOU HAVE RECEIVED A COMPLETELY FILLED IN COPY OF THIS ENTIRE CONTRACT. | | <u>Notice for Hawaii Contracts</u> NOTICE TO THE BUYER: Do not sign this contract before you read it. When you sign this contract, you are entitled to a copy of it that is filled in, in every necessary respect. You should keep it. This contract is covered by Hawaii's credit sale law, and you have the rights of a buyer under that law. You also may have rights under other state and federal laws. | |
| RETAIL INSTALLMENT CONTRACT/CONSUMER CREDIT DOCUMENT/CLOSED-END CREDIT AGREEMENT/CONSUMER PAPER/CREDIT SALE CONTRACT | | | |
| YOU CERTIFY THAT YOU HAVE RECEIVED A COMPLETED FILLED IN COPY OF THIS ENTIRE CONTRACT. | OBLIGOR'S SIGNATURE: DATE: February 17, 2023 | | SCHOOL: DATE: February 17, 2023 |

You, the buyer, may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction. See the attached notice of cancellation form for an explanation of this right

**NOTICE OF CANCELLATION
(Buyer Copy)**

Effective Date:

Contract ID:

You may cancel this transaction, without any Penalty or Obligation, within **THREE BUSINESS DAYS** from the above date.

If you cancel, any property traded in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within **TEN BUSINESS DAYS** following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be canceled.

If you cancel, you must make available to the seller at your residence, in substantially as good condition as when received, any goods delivered to you under this contract or sale, or you may, if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk.

If you do make the goods available to the seller and the seller does not pick them up within 20 days of the date of your Notice of Cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to the seller, or if you agree to return the goods to the seller and fail to do so, then you remain liable for performance of all obligations under the contract.

To cancel this transaction, mail or deliver a signed and dated copy of this Cancellation Notice, or any other written notice, or send a telegram to Leif Technologies, Inc. at 829 Washington Street, New York, NY, 10014 not later than midnight of February 22, 2023.

I HEREBY CANCEL THIS TRANSACTION.

Date:

Buyer's Signature:

**NOTICE OF CANCELLATION
(Seller Copy)**

Effective Date:

Contract ID:

You may cancel this transaction, without any Penalty or Obligation, within **THREE BUSINESS DAYS** from the above date.

If you cancel, any property traded in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within **TEN BUSINESS DAYS** following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be canceled.

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Date:

Buyer's Signature:

