

## INTERVIEW KICKSTART

### ENROLLMENT AGREEMENT: PREPARATION PROGRAM FOR SOFT SKILLS IN SOFTWARE ENGINEERING INTERVIEWS

#### STUDENT INFORMATION

**Student Name:** Imankalyan Mukherjee

**Student Address:** 1465 65th Street Unit 383 Emeryville CA 94608

**Student Phone Number:** 6788006105

**Student LinkedIn profile link:** <https://www.linkedin.com/in/iman-mukherjee-76972933/>

**Student Github profile link:** <https://github.com/Imonymous>

#### COHORT INFORMATION

**Cohort:** IK December 2018

**Tentative Start Date:** Tuesday, November 27, 2018

**Expected work:** Ongoing once a week, maximum until the end of the Support Period

**Essence of this agreement in two lines:**

1. We'll try our very best, to help you break into a great career.
2. We'll expect you to work sincerely hard, to strongly believe in yourself, and us.

**Our lawyers' version follows in next several pages.**

This enrollment agreement is between you (the student) and Soham Mehta dba Interview Kickstart (The company). It applies to Preparation Program for Soft Skills in Software Engineering Interviews offered by The Company. It supersedes all pre-dated agreements for this program between the two entities. This agreement must be signed and dated by both parties, without which, The Company shall not offer any of its services.

### **What does The Company offer?**

**1. Coach-led group classes:** The Company agrees to provide the student with Coach-led group classes which will cover techniques for those seeking to improve their soft skills in software engineering interviews. Those will be offered over eight sessions, once a week, two hours each, on various topics, some of which are mentioned below:

Handling Behavioral interviews at specific companies  
Resume writing  
LinkedIn Profile writing  
Offer Negotiations  
Etc.

A detailed schedule will be provided on the 1st day of the month in which this program is happening (usually Orientation). Orientation session is separate from the sessions mentioned above.

While it is in long-term interest of The Company to keep the curriculum of this program relevant, and we make every effort to do so, you understand and agree that our curriculum can change at any time at our sole discretion.

**2. Coach-led 1x1 sessions on Offer Negotiations:** The Company agrees to offer three 1x1 sessions with the coach. These sessions can be used to avail guidance on your specific situation for Negotiations advice after you have received offers.

**3. Coach-led 1x1 strategy sessions:** The Company agrees to offer two 1x1 sessions with the coach. These sessions can be used to avail guidance on your specific profile and job-search strategy.

**4. Experts-led mock interviews:** The Company agrees to offer three, experts-led mock interviews to the candidate, which must be availed before the post-program support period is up (period defined below). Mock interviews are scheduled as per your availability and availability of the interviewers.

Please note that The Company, at its sole discretion, may not allow you to take mock interviews, if The Company finds that you have not attended coach-led training.

**5. Post-program support:** The Company agrees to provide you support in your practice, for 180 calendar days, following the cohort end date above. You can continue to avail of remaining mock interviews and remaining 1x1 sessions during this period.

Please note that this support period is fixed length, CANNOT be taken in parts, and NO further extension to the support period will be provided. Further, you understand and agree, that there will be no refunds for unused classes, 1x1 sessions or mocks.

### **What do I pay, how and when?**

You (the student) agree to pay The Company, for the program as follows:

#### **Enrollment Deposit**

**Amount:** US \$200

**Due date:** On the day this agreement is signed

#### **Accepted Methods of Payment:**

- Credit card, with no additional fee
- Debit card, with no additional fee

**No part payments allowed**

#### **Remaining Amount**

**Amount:** US \$2300, **Discount:** US \$1250 = **Total** US \$1050

**Due date:** December 4, 2018

#### **Accepted Methods of Payment:**

- Wire Transfer
- BofA Direct Transfer
- Credit Card, with 3% additional fee
- You can deposit a check or cash in our bank account

**No part payments allowed**

**Total you would owe:** US \$1250

### **About Enrollment Deposit**

- Enrollment deposit is due immediately upon signing of this contract, to reserve your spot in the program that starts on the date given above.
- Your spot is not secured until you pay the deposit. Simply signing this agreement is not sufficient to secure a spot.
- A secured spot is specific only to the cohort noted above.
- It is refundable if the program gets cancelled, or we are unable to accommodate you at our discretion.
- It is not refundable otherwise for any reason, before starting the program, or after starting the program.
- It is not refundable even if you are a no-show.
- It is transferable to a future cohort. See conditions below.
- It is not transferable to a different person, unless express permission is secured from The Company.

### **About Remaining Amount**

Remaining Amount is due on the date stated above.

You understand and agree, that if you fail to pay the remaining amount by the deadline(s) stated above, then you do not owe us anything more, we will immediately assume that you have decided to discontinue the program, and:

- your enrollment in the program will be cancelled for incomplete payment, AND
- your deposit will be forfeited, AND
- you will be unable to access any program material AND
- your seat may be opened up to the waiting list.

You understand and agree, that the due date for Remaining Amount is also the last day to discontinue the program with a refund of Remaining Amount. If you decide to discontinue the program after that date, any Remaining Amount paid is not refundable. If you decide to discontinue the program on or before that date, then any Remaining Amount paid, is refundable in full.

### **About transferring cohorts**

- The Company normally allows transfer to a future cohort, as long as you pick a specific future cohort that starts within 180 days of the planned start date of the cohort you are enrolled for, and that cohort has spots available.
- To transfer cohorts, you must inform The Company in writing, at least 15 days before the planned start of the cohort you have enrolled for.
- No cohort transfers are allowed once the cohort starts. If you wish to transfer, it will be considered a new enrollment. That is because you'd have used up a spot in the current cohort.
- The Company reserves the right to refuse a cohort transfer request, at its sole discretion.
- If approved, all monies paid for a given cohort are transferable to the future one.
- You are responsible for any increased tuition and fees between the cohort you're enrolled for, and the one in the future.

### **About possible refund and offers**

In conjunction with the program fees, The Company provides the following TIME-SENSITIVE OFFER of refund:

We will refund 50% of total tuition paid for this program, if and only if ALL of the following conditions are met:

- You are enrolled in all additional programs offered by The Company.
- You have taken all mock interviews offered by The Company.
- You earn an average grade of 2+ or more (grading rubric explained below) in your mock interviews. For this, we will ignore the two lowest scoring interviews.
- You have appeared for onsite technical interviews at at-least 6 different companies, within the post-program support period mentioned earlier.
- You still have not received an offer for a job that involves Software Engineering.
- You notify The Company of your claim for refund during or within 30 days of the end of post program support.
- You provide documentation to support your claim.

Your refund will be processed within 30 days of approval.

Grading rubric explained:

- 4 = Inspirational interview performance
- 3 = Acceptable interview performance
- 2+ = Performance not adequate, but the candidate tried admirably hard
- 2 = Ok attempt

1 = Very unacceptable performance

### **Other details**

1. About your fellow students: You understand and agree, that fellow students in this program may or may not have the same level of desire as you, to look for a job. They may already be employed in a relevant well-paying job, and may be looking at this program as a continuing education program.

2. About the coaches: The coaches in this program may be independent consultants. Their role at The Company may be limited to teaching and/or interviewing in a specific area of expertise.

The coaches may be available locally in the office, or they may be teaching from a remote location. Coach selection will be exclusively done by The Company. Any requests to have specific coach teach specific things may not be entertained.

While they make good-faith effort to remain reachable outside of their teaching and interviewing hours, you shall not abuse that reachability. Otherwise, you shall be subject to ejection from the class, without any refund.

4. About progress in the program: While every reasonable effort will be made to keep tabs on your progress, you understand that you are the sole owner and responsible party for your own progress through various parts of the program, and that unless you tell us you need help, we may not know that you do.

You understand and agree, that The Company is not answerable to any friend, relative or agent claiming to be working on your behalf, with regards to your involvement and progress in the program.

5. About not getting jobs from this program: While it is in long-term interest of The Company to keep the content of this program relevant to job interviews, and we make every effort to do so, you understand and agree that we have to put the following disclaimers and that they may apply to you:

- that the sole purpose of this program is interview preparation in the area of Soft Skills in Software Engineering.
- that The Company makes no claims, that in a real interview, you will be asked the same questions that are taught in this program and The Company is not liable if you do not

- that getting an actual interview and passing it may involve preparation in areas that may be substantially outside of what this program provides
- that The Company is not expected to provide any kind of job placement assistance
- that completion certificate from this program is expected to have no formal recognition among prospective employers and we are not liable if that is the case
- that The Company makes no claim that you will land actual interviews at employers due to this program and we are not liable if you do not
- that The Company makes no claims that you will get hired after you take this program, and is not liable if you do not
- that The Company makes no claims that during/after this program, you will necessarily benefit in your current job (we don't know what your current job exactly entails), and is not liable if you do not

6. About mock interview grading: In mock interviews, your performance will be graded by interviewers, for behavioral proficiency (how you relate to the interviewer).

While every effort will be made to grade your performance as objectively as possible, you understand and agree, that interview grading is inherently subjective in nature.

You understand and agree, that it is given in good faith to help you understand your strengths and shortcomings.

7. About potential misbehavior in the class: You agree that while in class, you will behave professionally and courteously so as to not interfere with the ability of other students to benefit from the learning environment.

If you are deemed disruptive to the program for any reason, you shall be subject to ejection from the class, without any refund.

You shall also not bring a sibling, child, relative or a friend to the facility, without express prior written permission from The Company.

Outside of your participation in the program coursework, you are not authorized to use the co-working space or video-conferencing tools, unless express prior written permission is given to you by The Company.

8. About confidentiality: Before starting the classes, you will sign a Confidentiality Agreement (below) which obligates you to keep confidential the content, methods, questions, and videos used in the interview techniques of this program.



9. About video recordings and missed sessions: Classes may be recorded on video, and you hereby consent to the use of your likeness, voice, or other identifying characteristics in those videos for classroom learning purposes, where they may be seen by other class members or bystanders.

While we have never done that in the past, we may also choose to use parts of those videos for marketing purposes in the future.

We may, at our sole discretion, provide you video recordings of the same session you are attending, or prior sessions of the same topic. If you miss a session, then video recordings will be your only means of making up the missed class, and there will be no makeup class.

10. About scheduling changes: While every good faith effort is made to keep the schedule as shown on the first day, you understand and agree, that there may be unforeseen changes leading us to reschedule some sessions.

11. About distance learning: The company also offers this program using distance learning. If you are not local to The Company's Sunnyvale office, The Company explicitly and strongly recommends that you enroll in our distance learning program, instead of traveling over. Should you choose to ignore that recommendation and join on-site instead, then The Company is not liable for any additional expenses you may incur as a result of your stay.

The Company may use third party video conferencing solutions to facilitate remote attendance. Such solutions must be used on a personal computer with at least a 13 inch screen (not on a smartphone or a tablet) in order to engage with the class. You understand and agree, that if you use a device other than a personal computer with at least at 13" screen, then your experience may be significantly degraded, and The Company is not liable should you choose to do that.


12. About catered food: At its sole discretion, The Company may provide vegetarian food items for consumption during the program, which we cater from outside. You understand and agree, that The Company is not responsible for any adverse health effects that may arise from there. For those with any special dietary needs, such as vegan, gluten intolerant, non-vegetarian, and other allergies, we strongly recommend that you bring your own food.

13. About third party software and Internet connection: The Company may make use of various third party software in the program for various administrative and content management tasks. While every effort is made to ensure that the said software continually remain available and usable, you understand and agree, that we do not control third party software, and hence there may be instances beyond the control of The Company, when it has problems, or temporarily becomes unavailable. That is also true for Internet connection at the facility.

14. About disputes: If a dispute about anything related to this agreement arises, you agree that you will submit to the exclusive jurisdiction of the courts in Santa Clara County, California. You agree that California law, including its conflicts laws, will apply to any dispute arising out of this contract.

I understand that this is a legally binding contract. My signature below certifies that I have read, understood, and agreed to my rights and responsibilities, and that the institution's cancellation and refund policies have been clearly explained to me.

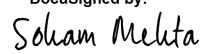
Student

DocuSigned by:  
  
E3CE9BC419CC4DF...

Signature

Today's date: 9/3/2018 | 2:24 PM PDT

Interview Kickstart

DocuSigned by:  
  
4161C758B1814D9...

Signature

Today's date: 9/1/2018 | 10:11 PM PDT

## CONFIDENTIALITY AGREEMENT

In consideration of my acceptance as a student in the Preparation Program for Soft Skills in Software Engineering Interviews, I agree to keep confidential all questions, content, methods, videos, and documents which are used in the programs. I acknowledge that these questions, content, methods, and videos are trade secrets of Interview Kickstart. I agree to only use these questions, content, methods, videos and documents for my personal interview preparation experience and I will not transfer these questions, content, methods or videos to any third party for any use without the express consent of The Company. I agree that any breach of this agreement will result in irreparable harm to Interview Kickstart and Soham Mehta and agree that Interview Kickstart or Soham Mehta may seek an injunction against the use of its questions, content, methods, videos, and documents.

I understand that this is a legally binding contract. My signature below certifies that I have read, understood, and agreed to my rights and responsibilities, and that the institution's cancellation and refund policies have been clearly explained to me.

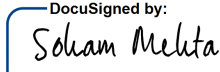
### Student

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Signature

Today's date: 9/3/2018 | 2:24 PM PDT

### Interview Kickstart

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Signature

Today's date: 9/1/2018 | 10:11 PM PDT