

## INCOME SHARE AGREEMENT

03 / 01, 2023 This INCOME SHARE AGREEMENT (this “**Agreement**”) is entered into as of 03 / 01, 2023 (the “**Effective Date**”), by and between Setapick Labs LLC d/b/a Launch School, a Delaware limited liability company (the “**Company**”), and the undersigned individual (the “**Participant**”). The Company and the Participant are sometimes referenced herein together as the “**Parties**” and each as a “**Party**”.

In consideration of participation in the Capstone Program (as defined below) by the Participant, and subject to all of the terms, covenants, promises and conditions contained in this Agreement, the Parties hereby agree as follows:

**1. Definitions.** The following terms have the meanings specified or referred to in this Section 1:

(a) “**Capstone Fee**” means the fee payable to the Company that is equal to the greater of: (i) eighteen percent (18%) of the Participant’s Earned Income; or (ii) \$18,000.00 USD.

(b) “**Capstone Program**” means the instructor-led, online-based software programming and development program offered by the Company. For the avoidance of doubt, the Capstone Program does not include the Company’s Core Curriculum program.

(c) “**Earned Income**” means the Participant’s total wages, compensation and gross income earned by the Participant. For the avoidance of doubt, the Participant’s Earned Income will be calculated solely from the Earned Income Documentation (as defined below), and will not include any raises, employee benefits, or signing bonuses the Participant may receive throughout the Payment Term.

(d) “**Payment Plan**” means the schedule of monthly Capstone Fee payments, including the amount and due date, mutually agreed upon by the Parties within fifteen (15) days of the Participant’s execution of his or her employment offer letter or similar employment documentation.

(e) “**Payment Term**” means the twenty-four (24)-month period, or such other time period as mutually agreed upon by the Parties, beginning on the date on which the Participant commences paid employment of any kind following his or her completion of the Capstone Program, unless otherwise stated herein or in any amendment hereto. For the avoidance of doubt, in the event that the Participant’s employment is voluntarily or involuntarily terminated, the Participant acknowledges and agrees that the Capstone Fee shall be paid in full within the Payment Term.

**2. Rights and Obligations.** The Company agrees to provide the Participant access to the Capstone Program, upon the terms and subject to the conditions set forth in this Agreement and any other written documentation pertaining to the Capstone Program that the Company may furnish to the Participant from time to time. In exchange for participation in the Capstone Program, the Participant agrees to pay the Company the Capstone Fee within the Payment Term. The Parties acknowledge and agree that the Capstone Fee is being accepted by the Company and paid by the

Participant in lieu of prepaid tuition for the Capstone Program, and represents a fair fee for the services and other benefits received by the Participant through his or her participation in the Capstone Program.

**3. Deposit.** Upon enrollment in the Capstone Program, the Participant agrees to pay to the Company a non-refundable deposit of \$1,500.00, which such amount shall be applied toward the applicable Capstone Fee. The Participant acknowledges that the Company may waive the non-refundable deposit requirement set forth in this Section 3 in its sole and absolute discretion.

**4. Making Payments from Earned Income.**

**(a) Reporting of Earned Income.** Upon the Participant's completion of the Capstone Program, or upon receipt by the Participant, the Participant shall provide the Company a copy of any employment offer letter containing the Participant's salary information, or another verifiable source reasonably acceptable to the Company (i.e., paystub) (the "**Earned Income Documentation**"). Such documentation shall not be dated earlier than thirty (30) days before the date the documentation is provided to the Company. The Participant acknowledges and agrees that in the event the Participant's employer requires him or her to participate in a trial/probationary period, the Participant's Earned Income will be calculated based on the Participant's salary received after such trial/probationary period. If the Participant is subject to a trial/probationary period, the Earned Income Documentation must include the Participant's post-trial/probationary period salary. For the avoidance of doubt, the Payment Term shall not begin until the Participant's completion of the trial/probationary period, unless otherwise required by the Company.

**(b) Monthly Payments.** Except as otherwise set forth in this Agreement, during the Payment Term, the Participant agrees to make monthly payments as set forth in the Payment Plan. In the event that a Payment Plan does not exist, for whatever reason, the following payment terms shall apply: (i) monthly payments shall be due on the tenth (10th) day of each month; (ii) monthly payments shall be \$1800.00 USD; and (iii) the Company will notify the Participant of the monthly payment amount within fifteen (15) days prior to the initial monthly payment due date. Payments shall be applied first to fees, if any, and then to the remaining unpaid Capstone Fee. Once the applicable Capstone Fee has been paid in full, or the scheduled Payment Term has expired, no further payments shall be required hereunder. In lieu of a contract, the Company may decide, in its sole and absolute discretion, to a lower monthly payment amount and communicate this update through e-mail or online communication, and which will serve as the binding payment terms; the total Capstone Fee amount is unaffected by any changes to the monthly payments.

**(c) Method of Payment.** The Participant shall use a method of payment that is agreed upon in conjunction with the Company. The Participant may contact the Company to request a reasonable alternative method of payment, which the Company may or may not accept in its sole discretion. In lieu of a contract, the Company may communicate this agreement through e-mail or online communication.

**5. Withdrawal from Capstone Program.** The Participant acknowledges and understands that the Capstone Program lasts 4 months with an undetermined job hunt duration and that the Company requires Capstone participants to be dedicated to this entire duration, Capstone plus job hunt, in a full-time capacity. If the Participant withdrawals from the Capstone Program

prior to completion, the Participant agrees to pay the following applicable early-withdrawal fee to the Company:

Timing of Withdrawal	Early-Withdrawal Fee Amount (USD)
Participant withdrawals from the Capstone Program within two (2) weeks from the start date.	\$5,000.00
Participant withdrawals from the Capstone Program after two (2) weeks and before four (4) weeks from the start date.	\$10,000.00
Participant withdrawals from the Capstone Program after four (4) weeks from the start date.	\$18,000.00

Any early-withdrawal fee shall become due and payable to the Company immediately upon the date of the Participant's withdrawal from the Capstone Program. The Participant shall give the Company prompt notice of any voluntary withdrawal from the Capstone Program, and the effective date of such withdrawal. For avoidance of doubt, the Participant shall be considered "withdrawn" if he or she has five (5) or more unexcused absences from instructor and/or group sessions.

**6. Reconciliation.** Upon request by the Company, the Participant shall provide his or her paystubs or other income source documentation reasonably acceptable to the Company through the requested time period. The Company shall use the Participant's paystubs or other income source documentation to determine whether the monthly payments made were less than what the Participant actually owed to the Company in respect of the Capstone Fee. If the Participant underpaid, the Company shall bill the Participant for, and the Participant agrees to pay, the difference by the deadline stated in the bill.

**7. Prepayment.** If the Participant desires to extinguish the Participant's obligations under this Agreement prior to the expiration of the Payment Term, the Participant may at any time pay an amount equal to the Capstone Fee (including any outstanding fees), less the deposit contemplated by Section 3 (if applicable) and the sum of any monthly payments already made, as satisfaction in full of the Participant's payment obligations under this Agreement. Any prepayment shall not be subject to early payment penalties or fees.

**8. Additional Provisions Affecting Payments.**

**(a) Limit on Other Income Share Agreements.** The Participant agrees that the Participant has not and shall not enter into additional income-based agreements or similar arrangements with the Company or any other person or entity that, in the aggregate, obligate the Participant to pay a total share of the Participant's Earned Income exceeding twenty percent (20%). Loans with income-driven repayment plans, including federal student loans, will not be considered as income-based agreements under this Section 8.

**(b) Waiver Due to Death or Permanent Disability.** The Company shall waive the amount the Participant owes under this Agreement, including any past due amounts and fees, if the Participant dies or becomes permanently disabled. If the Participant desires to assert a waiver based on permanent disability, the Participant shall provide documentation showing that the Participant has been found to be permanently disabled by the Social Security Administration or other federal or state agency due to a condition that began or deteriorated after the Effective Date.

**(c) Fees.** The following fees apply, subject to applicable law:

Description	Amount
<b>Late Payment Fee</b> A fee charged if the Participant does not make any payment due under this Agreement on or before the 5th day after the applicable due date. Any payment received after 5:00 p.m. Eastern Time on a business day is deemed to be received on the next business day.	The lesser of \$5.00 and five percent (5%) of the payment amount due.
<b>Returned Payment Fee</b> A fee charged if any payment is returned or fails due to insufficient funds in the Participant's account or for any other reason.	\$20.00

**9. Covenants and Representations of the Participant.** The Participant represents, warrants and promises to the Company as follows:

**(a)** the Participant is entering into this Agreement in good faith and with the intention to pay the Company the full Capstone Fee by making the required monthly payments when due;

**(b)** all of the information that the Participant has provided to the Company in connection with entering into this Agreement is true and accurate and the Participant has not provided any false, misleading or deceptive statements or omissions of fact;

**(c)** the Participant is not contemplating bankruptcy, and the Participant has not consulted with an attorney regarding bankruptcy in the past twelve (12) months;

**(d)** the Participant is a United States citizen or permanent resident, unless otherwise agreed to by the Company, including in any amendment hereto;

**(e)** the Participant physically resides in the United States and can legally work in the United States, unless otherwise agreed to by the Company, including in any amendment hereto;

(f) the Participant shall make reasonable and good faith efforts to seek full-time, office-based (not "remote", unless otherwise agreed to by the Company, including in any amendment hereto) software development/engineering employment in the San Francisco Bay Area, New York City, or any other location agreed to by the Company, promptly following the completion of the Capstone Program, and at all times the Participant is unemployed during the Payment Term;

(g) during the Capstone Program, the Participant shall refrain from engaging in any employment or other training programs, unless otherwise agreed to by the Company, including in any amendment hereto;

(h) during the Capstone Program and throughout the Payment Term, the Participant shall comply with all applicable Company/Capstone Program terms, conditions, codes of conduct, and student honor codes;

(i) during the Payment Term, the Participant shall timely report to the Company any changes in the Participant's employment status;

(j) during the Payment Term, the Participant shall not conceal, divert, defer or transfer any of the Participant's Earned Income for the purpose of avoiding or reducing the Participant's monthly payment obligation or otherwise; and

(k) the Participant shall timely and fully provide all information and documentation required under the terms and conditions of this Agreement or as reasonably requested by the Company (including any assignee of the Company), and that such information or documentation shall be true, complete, and accurate.

**10. Covenants and Representations of the Company.** The Company represents, warrants and promises as follows:

(a) the Company agrees that all non-public employment or financial information of the Participant and any non-public records or information provided to the Company pursuant to this Agreement is personal and confidential information. The Company shall not use personal or financial information concerning the Participant or the Participant's employer for any purposes other than (i) as expressly authorized herein or as separately agreed to by the Participant, (ii) as incidental to performance of this Agreement, or (iii) to enforce its rights under this Agreement; and

(b) the Company shall use and maintain commercially reasonable security controls to prevent any unauthorized access to or use of any personal and confidential information of the Participant.

**11. Breach and Remedies.**

(a) Breach. Without prejudice to the Company's other rights and remedies hereunder, and subject to applicable law, the Company may deem the Participant to be in breach under this Agreement upon: (i) the Participant's failure to make any monthly payment within thirty (30) days after the applicable due date; (ii) the Participant's failure to provide the Earned Income

Documentation as required by Section 4 within thirty (30) days after the applicable due date; (iii) the Participant's failure to provide documentation including, without limitation, copies of the Participant's paystubs, as may be reasonably requested by the Company, pursuant to this Agreement; or (iv) the Participant's violation of any other provision of this Agreement that impairs the Company's rights, including but not limited to, the receipt of information that the Company deems, in its sole discretion, to be materially false, misleading, or deceptive.

**(b) Remedies Upon Breach.** Subject to applicable law (including any notice or cure rights provided under applicable law), upon a breach, the Company shall be entitled to: (i) collect the full Capstone Fee (including any outstanding fees), less the deposit contemplated by Section 3 (if applicable) and the sum of any monthly payments already made; (ii) enforce all legal rights and remedies in the collection of such amount and related fees (including any rights available to the Company to garnish wages); or (iii) utilize any combination of these remedies. The Participant agrees to pay the Company's costs of collection to the extent permitted by applicable law, including reasonable attorney fees, collection fees charged by a third party debt collector, and any other fees or costs (including the Company's fees and costs due to the Participant's bankruptcy or insolvency, if applicable).

**(c) Equitable Remedies.** If the Company concludes that money damages are not a sufficient remedy for any particular breach of this Agreement, then the Company shall be entitled to seek injunctive or other equitable relief to the fullest extent permitted by applicable law. Such remedy shall be in addition to all other legal or equitable remedies available to the Company.

**12. Electronic Delivery.** The Company may decide to deliver any documents or notices related to this Agreement by electronic means. The Participant agrees to receive such documents or notices by electronic delivery to the email address provided to the Company, and to participate through an online or electronic system deemed appropriate by Company.

**13. Permitted Communications.** The Company may use an automatic dialer to place calls or send text messages, or use electronic mail, to communicate with the Participant regarding payment due dates, missed payments, and other important information, and may use an artificial or prerecorded voice in connection with such communications. The Participant hereby consents to such communications at any telephone number or email address that the Participant provides to the Company, in the past or in the future. The Participant agrees that the Company shall not be liable to the Participant for any such communications, even if information is communicated to an unintended recipient. The Participant understands that, when the Participant receives such communications, the Participant may incur a charge from the Participant's wireless or internet service providers. The Participant agrees that the Company shall have no liability for such charges. The Participant understands and agrees that the Company may monitor and/or record any of the Participant's phone conversations with the Company.

**14. Consent to Credit and Income Verification; Credit Reporting; Participant Information.**

**(a)** In connection with the provision of the Capstone Program and by entering into this Agreement, the Participant authorizes the Company to obtain the Participant's credit report, verify the information that the Participant provides to the Company, and gather such

additional information that the Company reasonably determines to help assess and understand the Participant's ability to perform the Participant's obligations under this Agreement. The Participant understands that the Company may verify the Participant's information and obtain additional information using a number of sources, including but not limited to, consumer reporting agencies, third party databases, past and present employers, other school registrars, public sources, and personal references provided by the Participant. Upon the Participant's request, the Participant shall be notified whether or not the Company obtained the Participant's credit report and, if so, the name and address of the consumer reporting agency that furnished the report. The Participant further authorizes the Company or any of its affiliates to perform background checks on the Participant, and the Participant shall cooperate in the performance of such background checks.

(b) The Participant authorizes the Company and its agents to report information about this Agreement to credit bureaus. Although this Agreement is not "credit," the Company may inform credit bureaus about the Participant's positive payment behavior when the Participant makes payments as agreed. However, this also means that late payments, missed payments, or other breaches of this Agreement may be reflected in the Participant's credit report.

(c) The Participant authorizes the Company to use any and all information provided by the Participant, and any data derived from such information, for any purpose, including, without limitation, creation of any additional products or services derived therefrom. The Participant disclaims any proprietary or monetary interest in any such additional products or services.

**15. Identification Policy.** The Participant acknowledges that the Company will obtain, verify, and record information identifying the Participant. When the Participant enters into this Agreement, the Company reserves the right to ask for the Participant's name, address, date of birth, social security number, and other information that will allow the Company to identify the Participant. The Company may also ask to see the Participants driver's license or other identifying documents.

**16. Notice and Cure.** Prior to initiating any legal action or other proceeding regarding any past, present or future claim, dispute, or controversy, the Company or the Participant may have against the other, regardless of the legal theory on which it is based, arising out of, relating to or occurring in connection with this Agreement (a "**Claim**"), the Party asserting the Claim shall give the other Party written notice of the Claim and a reasonable opportunity, not less than thirty (30) days, to resolve such Claim. The notice must explain the nature of the Claim and the relief demanded by the Party asserting it. If the Company is asserting the Claim, the Company will send such notice to the Participant at the Participant's email and/or physical address appearing in the Company's records or, if the Participant is known to be represented by an attorney, to the Participant's attorney at such attorney's office address. The Party asserting the Claim must reasonably cooperate in providing any information about the Claim that the other Party reasonably requests. The provisions of this Section 16 shall survive termination of this Agreement.

**17. Arbitration of Claims Against Company.** Except as expressly provided below, the Participant agrees that any Claim against the Company shall be submitted to and resolved by binding arbitration before the American Arbitration Association ("AAA") under its Consumer Arbitration Rules then in effect (the "**AAA Rules**", available online at [www.adr.org](http://www.adr.org)). If the AAA

is unable to serve as administrator, then the arbitration shall be administered by JAMS, pursuant to its Comprehensive Arbitration Rules and Procedures (available online at <https://www.jamsadr.com/rules-comprehensive-arbitration/>). Further, if JAMS is unable to serve as administrator, then the arbitration shall be administered by a nationally-recognized alternative dispute resolution organization. This means that any Claim the Participant has shall be resolved by a neutral third-party arbitrator, and not by a judge or a jury, and the Participant hereby knowingly and voluntarily waives the right to trial on such Claim by any court of law or equity. For purposes of this Section 17 the term "Claim" has the broadest possible meaning, and includes initial claims, counterclaims, cross-claims and third-party claims. It includes disputes based upon contract, tort, consumer rights, fraud and other intentional torts, constitution, statute, regulation, ordinance, common law and equity (including any claim for injunctive or declaratory relief). For purposes of this Section 17 the term "Company" includes: (a) the Company; (b) any assignee of this Agreement; (c) any assignee, agent, designee or servicer of the Company; (d) the officers, directors, employees, affiliates, subsidiaries, and parents of all of the foregoing; and (e) any person or entity named as a co-defendant with Company in a Claim asserted by the Participant, such as servicers and debt collectors.

Any arbitration hearing that the Participant attends shall take place before a single arbitrator and shall be held in Phoenix, Arizona. Each Party will initially pay its own expenses, including the expenses of such Party's attorneys, experts, and witnesses. But the successful party in any arbitration shall be entitled to recover, in addition to any other relief awarded by the arbitrator, its reasonable costs and expenses, including attorneys' fees and expert witness fees, of preparing for and participating in the arbitration.

The arbitrator shall follow applicable substantive law, statutes of limitation and privilege rules that would apply in a court proceeding, but subject to any limitations as may be set forth in this Agreement.

This Section 17 shall survive the termination of this Agreement, the Participant's fulfillment of the Participant's obligations under this Agreement, and bankruptcy or insolvency of either Party (to the extent permitted by applicable law). In the event of any conflict or inconsistency between this Section 17 and the AAA Rules or other provisions of this Agreement, this Section 17 shall govern.

Unless the Parties agree otherwise in writing, the arbitrator may not join or consolidate Claims with Claims of any other persons or entities. The arbitrator shall have no authority to conduct any class, private attorney general, or other representative proceeding, and shall award declaratory or injunctive relief only to the extent necessary to provide relief warranted by the Claim.

## **18. Waiver of Jury Trial.**

**(a) EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY THAT MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE EACH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT SUCH**

PARTY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT.

(b) EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT (I) NO REPRESENTATIVE, AGENT, OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER, (II) SUCH PARTY UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF SUCH WAIVER, (III) SUCH PARTY MAKES SUCH WAIVER VOLUNTARILY, AND (IV) SUCH PARTY HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 18.

19. **Voluntary Nature of Agreement.** The Participant acknowledges and agrees that the Participant is executing this Agreement voluntarily and without any duress or undue influence by the Company or anyone else. The Participant further acknowledges and agrees that the Participant has carefully read this Agreement and that the Participant has asked any questions needed for the Participant to understand the terms, consequences and binding effect of this Agreement and fully understands it, including that the Participant is waiving the right to a jury trial. Finally, the Participant agrees that the Participant has been provided an opportunity to seek the advice of an attorney of the Participant's choice before signing this Agreement.

20. **Reliance on Counsel and Advisors.** The Participant acknowledges that the Participant has had the opportunity to review this Agreement with the Participant's own legal counsel, tax advisors and other advisors. The Participant is relying solely on the Participant's own counsel and advisors and not on any statements or representations of the Company or its agents for legal or other advice with respect to the transactions contemplated by this Agreement.

21. **Limitation of Liability.** EXCEPT TO THE EXTENT CAUSED BY THE WILLFUL MISCONDUCT OF THE COMPANY, THE COMPANY SHALL NOT BE LIABLE TO THE PARTICIPANT FOR LOSS OF EMPLOYMENT, LOST INCOME OR PROFITS, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, INDIRECT, OR SPECIAL DAMAGES, EVEN IF ADVISED BY THE PARTICIPANT OF THE POSSIBILITY OF SUCH DAMAGES. THE PROVISIONS OF THIS SECTION 21 SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

22. **Miscellaneous.**

(a) **Entire Agreement.** This Agreement sets forth the entire agreement and understanding of the Parties relating to the subject matter herein and supersedes all prior or contemporaneous discussions, understandings and agreements, whether oral or written, between the Parties relating to the subject matter hereof.

(b) **Amendment and Modification; Waiver.** This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each Party. The Parties acknowledge that a form of amendment to this Agreement is attached hereto as Exhibit A. No waiver by any Party of any of the provisions hereof shall be effective unless explicitly set forth in

writing and signed by the Party so waiving. No waiver by any Party shall operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

**(c) Successors and Assigns.** This Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective successors and permitted assigns. The Company may assign all or any portion of its rights and/or obligations under this Agreement without the consent or approval of the Participant. The Participant shall not assign any of his or her rights and/or obligations under this Agreement whatsoever.

**(d) Severability.** If one or more provisions of this Agreement are held to be unenforceable under applicable law or the application thereof to any Party or circumstance shall be invalid or unenforceable to any extent, then (i) such provision shall be excluded from this Agreement to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect, (ii) the balance of this Agreement shall be interpreted as if such provision were so excluded, and (iii) the remainder of this Agreement shall be enforceable in accordance with its terms.

**(e) Governing Law.** This Agreement shall be governed by and construed in accordance with the internal laws of the State of Arizona without giving effect to any choice or conflict of law provision or rule (whether of the State of Arizona or any other jurisdiction).

**(f) Notices.** Subject to applicable law, all communications to the Participant shall be sent to the Participant's email address that appears in the Company's records. All communications to the Company shall be in writing and sent to the following address:

Setapick Labs, LLC  
6501 E. Greenway Pkwy  
No. 103-604  
Scottsdale, AZ 85254  
Attention: Chris Lee

If required by applicable law, any notice, consent, demand or request required or permitted hereunder shall be in writing and shall be deemed to have been received (i) if by first-class, certified or registered mail, on the fifth (5th) business day after the mailing thereof, (ii) if by personal delivery, on the day after such delivery, and (iii) if by overnight courier, on the next business day after the sending thereof.

**(g) Headings.** The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

**(h) Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means

of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

*[Remainder of Page Intentionally Left Blank; Signature Page Follows]*

IN WITNESS WHEREOF, the Parties have caused this Income Share Agreement to be duly executed and delivered as of the Effective Date.

**COMPANY:**

SETAPICK LABS LLC,  
a Delaware limited liability company

By:   
Name: Chris G Lee  
Title: Principal

**PARTICIPANT:**

By:   
Name: Jing Zhu

**EXHIBIT A**

**FORM AMENDMENT**

(See Attached)

**AMENDMENT NO. 1 TO  
INCOME SHARE AGREEMENT**

This AMENDMENT NO. 1 (this “**Amendment**”) is entered into as of 03 / 01, 2023 by and between Setapick Labs LLC d/b/a Launch School, a Delaware limited liability company (the “**Company**”), and the undersigned individual (the “**Participant**”). The Company and the Participant are sometimes referenced herein together as the “**Parties**” and each as a “**Party**”. Capitalized terms used but not otherwise defined herein shall have the meanings given to such terms in the Agreement (as defined below), as amended by this Amendment.

WHEREAS, the Parties entered into that certain Income Share Agreement, dated as of 03 / 01, 2023 (the “**Agreement**”), pursuant to which, among other things, the Participant agreed to pay to the Company a portion of his or her Earned Income in exchange for participation in the Company’s Capstone Program; and

WHEREAS, the Parties desire to amend certain provisions of the Agreement on the terms and conditions set forth in this Amendment.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

**1. Amendment(s).** Subject to the provisions herein, the following amendments to the Agreement shall be effective immediately upon the execution of this Amendment:

**(a) Payment Term (Section 1(e) of the Agreement).**

- No changes to Section 1(e).  
 Amend Section 1(e) as follows:  
  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**(b) Deposit (Section 3 of the Agreement).**

- No changes to Section 3.  
 Amend Section 3 as follows:  
  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**(c) US Citizenship/Permanent Resident (Section 9(d) of the Agreement).**

- No changes to Section 9(d).
- Amend Section 9(d) as follows:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**(d) Physical Location (Section 9(e) of the Agreement).**

- No changes to Section 9(e).
- Amend Section 9(e) as follows:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**(e) Job Search Location (Section 9(f) of the Agreement).**

- No changes to Section 9(f).
- Amend Section 9(f) as follows:

Participant may also seek remote  
full-time software development/engineering  
employment

**2. Governing Law.** This Amendment shall be governed and construed in accordance with the laws of the State of Arizona, without reference to any choice of law principles.

**3. Entire Agreement.** This Amendment, together with the Agreement, as amended, constitutes the entire agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter.

**4. Reference to the Agreement.** From and after the date of this Amendment, each reference in the Agreement to "this Agreement," "hereunder," "hereof," "herein," or words of like import referring to the Agreement, mean and are a reference to the Agreement as amended by this Amendment.

**5. No Other Modification.** Except as expressly amended by the terms of this Amendment, all other terms of the Agreement remain unchanged and in full force and effect.

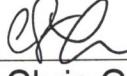
**6. Counterparts.** This Amendment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Amendment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Amendment.

*[Remainder of Page Intentionally Left Blank; Signature Page Follows]*

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed and delivered on the date first set forth.

**COMPANY:**

SETAPICK LABS LLC,  
a Delaware limited liability company

By:   
Name: Chris G Lee  
Title: Principal

**PARTICIPANT:**

By:   
Name: Jing Zhu