

SCHOLARS PROGRAM AGREEMENT

This Scholars Program Agreement (the “Agreement”) is entered into by and between Data Science Evangelists, Inc. (the “Company”) with offices located at 500 Seventh Avenue, New York, New York 10018, and the undersigned (“Scholar”). This Agreement shall only become effective upon Scholar’s receipt of confirmation of his/her admission to the Program and Company’s execution of this Agreement. The date this Agreement is executed shall be the “Effective Date.”

WHEREAS, Scholar desires to participate in Company’s Scholars Program (the “Program”), in accordance with the terms and conditions of this Agreement; and

WHEREAS, Company agrees to provide Scholar with the opportunity to participate in the Program,

WHEREAS, Company allows Scholars to pay the Tuition (as defined in Section 2) either (i) in full directly to Company before the Program commences (“Direct Payment”) or (ii) with some portion of Tuition financed through designated lenders (“Direct Lenders”) that disburse funds directly to the Program such as Climb Credit (“Financed Payment”),

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises and covenants hereinafter expressed, the parties hereby mutually agree as follows:

1) Description of Scholars Program

The Program is a paid eight-week training program aimed at helping students with advanced degrees transition from academia to industry for technical roles. It maintains highly selective admissions standards to bring together a cohort of talented paying individuals. Scholars will be participating in the same curriculum as his/her “Fellow” counterparts in The Data Incubator Fellows Program. Scholars will be exposed to technologies and techniques prevalently used in industry. As with “Fellows”, Scholars who perform well in the course may be given opportunities to meet with companies partnered with Company (“Hiring Companies”) that are seeking qualified technical candidates. The Scholar may take the course in-person in New York City, Washington D.C., or San Francisco, California (“In-Person Sessions”, the locations “In-Person Locations”) or online (“Online Session”).

2) Tuition for the Scholars Program; Refunds

- a) The fee for the Program (the “Tuition”) is \$17,000 for an In-Person Session or \$9,000 for an Online Session. If the Tuition amount is a Direct Payment, a discount is applied reducing the Tuition to \$16,000 for an In-Person Session or \$8,000 for an Online Session. The conditional refund amount (“Conditional Refund Amount”) is \$8,000 for an In-Person Session and \$4,000 for the Online Session.
- b) Payment by Scholar of the Tuition shall be paid in two installments: an initial deposit (“Deposit”) with the remainder due at a later date either from Scholar or Direct Lender. The Deposit amount shall be at least \$2,000 unless made through Direct Payment in which case the Deposit

is \$500. The full Tuition shall be due by the date indicated in Company's communications with the Scholar. Execution by Scholar of this Agreement is not a guarantee of admission into the Program, which admission is contingent upon Company's timely receipt of the full Tuition and space availability. In the event no space is available, Company will fully refund to Scholar any Tuition amount (including the Deposit) paid, or hold any paid amounts as a credit for future session, upon notice from the Student. The previous sentence is the only circumstance under which the Deposit is eligible for a refund. This Agreement shall only become effective upon Scholar's admission to the Program.

- c) In the event that Scholar elects not to continue with the Program, provides written notice to the Company no later than the Friday of the first week of the Program, the Company shall refund the Conditional Refund Amount.
- d) If Scholar is permanently placed with a Hiring Company and made a Direct Payment of Tuition, Company shall refund the Conditional Refund Amount of the Tuition within thirty (30) days of the later of Company's receipt of full placement fee from the Hiring Company or the expiration of any mandatory retention periods required for said placement fee.
- e) If Scholar is placed on a temporary basis with a Hiring Company and made a Direct Payment of Tuition, Company shall refund the Conditional Refund Amount of the Tuition within thirty (30) days of the Scholar completing twelve (12) months of full-time employment in said temporary position and receipt of the full fee owed for such placement.
- f) If the Scholar passes the course and can demonstrate, to the reasonable satisfaction of the Company, that he/she has remained unemployed, including not being a student, during the entire nine (9) month period following his/her completion of the Program despite substantial efforts made by him/her to secure an opportunity as a data scientist, provides Company with a written certification to this effect, and made a Direct Payment of Tuition, Company shall refund the Conditional Refund Amount. To qualify for refund, Scholar must: (i) provide Company with monthly updates on job search progress as defined by the Company; (ii) not undertake any consulting, contract, part-time, or temporary work and also not pursue self-employment; (iii) request refund no later than one (1) month after the nine (9) month period has ended. Scholar acknowledges that his/her performance will be held to the same standards as other Program participants (including "Fellows") and that such standards are at the sole discretion of the Company and may change from time to time.
- g) For the avoidance of doubt, to the extent applicable, Scholar can only claim a single refund from either Section 2(c), (d), (e), or (f) and, in no event shall the total amount of any refunds exceed the Conditional Refund Amount. Notwithstanding the foregoing, Scholar acknowledges that any refund obligations are contingent upon the Company's receipt of the full Tuition amount. For the purposes of clarity, Tuition made by Financed Payment shall not qualify for any refund except that outlined in Section 2(c). Any refund transaction involving Tuition from a Direct Lender will be made instead directly to a Direct Lender, if any, in the amount of the refund due (but in no event greater than what that the Direct Lender paid on Scholar's behalf, if any); if

there is an excess balance of the refund after payment to the Direct Lender, that amount may be refunded to Scholar.

3) Scholar's Representations, Warranties and Responsibilities

- a) Scholar represents and warrants that he/she (i) has reviewed the materials regarding the Program provided by the Company, including the proposed curriculum for the Program, as well as the Tuition refund policy set forth in Section 2 above; (ii) has determined that the Program is suitable for him/her; (iii) has had the opportunity to ask questions regarding the Program; (iv) has elected to participate in the Program solely for educational purposes and not with the expectation of meeting representatives of Hiring Companies, obtaining interviews with the Hiring Companies and/or securing a placement with one of the Hiring Companies; and (v) understands that the Program is a different program than the Fellows Program also offered by Company.
- b) Scholar is responsible for bringing his/her own laptop to use in connection with the Program and is solely responsible for its upkeep, insurance protection and for any loss, theft or damage to such laptop.
- c) Scholar participating in the In-Person Session shall commit to being in one of the In-Person Locations for the duration of the Program and shall expect to be there every day during a standard 40-hour workweek. Scholars participating in the Online-Session are expected to participate remotely in the program. Scholar shall be solely responsible for securing his/her travel and living arrangements in the applicable location and all expenses and costs associated therewith.
- d) In his/her participation in the Program, Scholar shall strictly comply with all applicable laws, rules and regulations. In addition, Scholar shall abide by the applicable rules and regulations of the co-working space in which he/she will be located, as well as any other facilities to which Scholar may be invited.
- e) Scholar shall behave in a professional manner at all times. To the extent that Scholar consumes any alcohol, Scholar shall do so in a responsible fashion and shall be solely responsible for his/her actions and any consequences thereof.
- f) During the Program and following the conclusion of the Program, Scholar shall provide Company with periodic updates regarding his/her discussions, interviews and/or job offers from Hiring Companies (as defined below).
- g) In connection with Scholar's participation in the Program, Scholar shall use exclusively the Company's two-way email relay system (the "Company Communication System") to communicate with Company's employees and representatives, other Scholars and Fellows and representatives of Hiring Companies and will not, under any circumstances, use the Company Communication System for personal use. Scholar acknowledges and agrees that he/she has no expectation of ownership or privacy with respect to any information or data (including personal

data) transmitted or sent via the Company Communication System and the Company has the right to monitor and access communications sent, received and stored on the Company Communication System as necessary to protect its rights and interests.

- h) Scholar understands that Company relies on placement fees to operate the Program. Scholar agrees not to place or facilitate the placement of any Scholar or Fellow with a non partner company.

4) Company Rights and Responsibilities.

- a) Company will provide Scholar with access to the same educational events, including curriculum and lectures, as is provided in the Fellows Program as well as the opportunity to work with Fellows on mini-projects.
- b) Based on Scholar's performance in the course (both quantitative and qualitative) and other factors, he/she may be given opportunities to interact with Hiring Companies that are seeking qualified technical candidates through recruiting events, interviews, social events etc ("Hiring Opportunities"). The determination of performance will be to the same standard as for the Fellows Program and the invitation to such Hiring Opportunities will follow the same method as for other Program participants (including "Fellows"). The Scholar acknowledges that the determination of performance is at the sole discretion of Company.
- c) Company may elect, in its sole discretion, to institute a grading process to measure Scholar's academic performance and overall progress in the Program. Scholar consents to Company's use and disclosure of Scholar's grades and performance as part of the Program.

5) No Warranties. THE PROGRAM, PROGRAM CURRICULUM, THE COMPANY COMMUNICATION SYSTEM AND ANY OTHER MATERIALS PROVIDED BY COMPANY IN CONNECTION WITH THE PROGRAM ARE PROVIDED "AS IS" WITHOUT ANY WARRANTY OF ANY KIND. COMPANY MAKES NO STATUTORY, EXPRESS OR IMPLIED WARRANTIES OF ANY KIND, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS.

6) INDEMNIFICATION; LIMITATION OF LIABILITY.

- a) Scholar hereby understands and agrees that the training, programs, and events held in connection with the Program may expose Scholar to many inherent risks, including but not limited to accidents, injury, personal property damage and illness. Scholar assumes all such risks in connection with his/her participation in the Program. Scholar shall indemnify, defend and hold harmless Company, its officers, directors, agents, representatives and successors and assigns from any responsibility, losses, damages, claims of any kind or nature arising out of, or in any way related to, Scholar's participation in the Program or breach of this Agreement.

- b) To the fullest extent permitted by applicable law, the total aggregate liability of Company, regardless of whether such liability is based on breach of contract, tort, strict liability, breach of warranties, failure of essential purpose or otherwise, under this Agreement or with respect to the Program shall be limited to the Tuition paid by Scholar, after taking into account any refunds made by Company in accordance with the terms hereof.
- c) In no event will Company be liable for consequential, incidental, indirect, punitive or special damages (including loss of profits, data, business or goodwill), regardless of whether such liability is based on breach of contract, tort, strict liability, breach of warranties, failure of essential purpose, or otherwise, and even if advised of the likelihood of such damages. In no event shall Company be liable for any act or omission by a third party, including without limitation Direct Lenders or Hiring Companies.

7) Confidentiality.

- a) Scholar acknowledges that he/she will or may have access to, and become knowledgeable about confidential or secret information of Company and/or any of the Hiring Companies, including, without limitation, the information contained in reports or other materials provided to Scholar by employees, agents, officers, directors or other representatives of the Company (hereinafter collectively referred to as “Confidential Information”). Scholar agrees to keep in strict confidence, to prevent the unauthorized disclosure by any other person, firm, or company and to not directly or indirectly, make known, divulge, reveal, furnish, make available, or use any Confidential Information except as is required for the purposes of his/her participation in the Program. Scholar’s obligation of confidentiality shall survive any termination of this Agreement. All right title and interest in and to the Confidential Information shall remain with Company or its licensors. Nothing in this Agreement is intended to grant any rights to Scholar under any patents, copyrights, trademarks, or trade secrets of Company.
- b) Scholar acknowledges, agrees and consents to the disclosure by Company of relevant information about Scholar to Hiring Companies, if Company elects to do so in its sole discretion.
- c) In connection with Scholar’s participation in the Program, Scholar understands and agrees that he/she may be asked to sign separate non-disclosure agreements if requested by a Hiring Company or any other third party.


8) Term; Termination; Survival.

- a) This Agreement shall commence on the Effective Date and shall expire upon the conclusion of the Program (unless terminated earlier as provided in Section (b) below).
- b) Company shall have the right to terminate Scholar’s participation in the Program in the event of Scholar’s breach of any of the terms of this Agreement, Scholar’s poor academic performance or for any other reasons as determined by the Company in its sole discretion. Such termination shall be effective immediately upon notice to Scholar.

- c) Upon termination or expiration of this Agreement, Scholar's access to the applicable co-working facility shall be terminated, and Scholar shall return to Company all materials provided by Company, as well as any identification badge(s) to the co-working facility.
- d) Sections 6, 7, 9, 10, 11, 12 and 13 shall survive the termination or expiration of this Agreement.
- 9) **Governing Law; Disputes.** This Agreement shall be deemed to have been made and executed in the State of New York and shall be governed by the laws of the State of New York, without giving effect to the principles of conflicts of law of such state, and shall be binding upon the parties hereto in the United States and worldwide. In the event of any dispute between the parties under this Agreement, any claims or legal actions by one party against the other arising under this Agreement or concerning any rights under this Agreement shall be commenced and maintained in any state or federal court located in the New York County, New York. Both parties hereby submit to the exclusive jurisdiction and venue of any such court.
- 10) **Severability.** If any provision or portion of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remaining provisions or portions shall remain in full force and effect.
- 11) **Waiver.** No waiver of any term or right in this Agreement shall be effective unless in writing, signed by an authorized representative of the waiving party. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or modification of such provision, or impairment of its right to enforce such provision thereafter.
- 12) **Entire Agreement; Modification.** This Agreement is the entire agreement between the parties with respect to the subject matter hereof and supersedes any prior agreement, representations, statements or communications between the parties hereto, whether written or oral, including any contrary or conflicting statements included on the Company's website. This Agreement may be modified only by a written amendment signed by authorized representatives of both parties.
- 13) **Electronic Signatures.** The Scholar is signing this Agreement electronically. Scholar agrees that his/her electronic signature is the legal equivalent of his/her signature on this Agreement. Scholar consents to be legally bound by the terms and conditions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Scholars Program Agreement as of the Effective Date.

SCHOLAR:

By: 

Name: Andrew Zhuang

Address: 3289 erin centre blvd, Mississauga

Email: zhuang.andrew@gmail.com

Date: May 24, 2017