



7900 Harkins Road | Lanham, MD 20706

September 4, 2019

Carlos Green

Dear Carlos

Welcome to 2U, Inc. (the "Company") and congratulations on this opportunity. On behalf of the Company, I am pleased to extend an employment offer (the "Offer Letter") to you as follows:

TITLE, START DATE and RESPONSIBILITIES

Your title will be **Teaching Assistant** and you will report to Alexandrea Bonato, **Student Success Manager**. Your first day of work will be September 9, 2019. You will be classified as a temporary, part-time employee and will teach the course described below. As a temporary Company employee, you will: (i) devote the requisite time and attention, your best efforts, and all of your skill and ability to promote the interests of the Company; (ii) carry out your duties in a diligent, competent, faithful and professional manner; (iii) work with other employees of the Company in a competent, friendly and professional manner; (iv) comply with all of the Company's policies, as in effect from time to time; and (v) generally promote the interests of the Company.

You are required to take meal and rest breaks, as specified in the Company's policies. You must record your hours worked on a daily basis, including your start and stop times, and meal periods.

Description of Responsibilities

The **Teaching Assistant** will:

- Serve as the Teaching Assistant for the University of California, Berkeley Cohort of the Company's Part-Time Full Stack Flex **Program** from August 19, 2019 to its conclusion (the "Program").
- Assist the Instructor in teaching the classes for the remainder of the Program which are scheduled to meet **Monday to Friday from 9:30am to 3:30pm** (local time).
- Be available for office hours 45 minutes prior to class and 30 minutes after all class sessions. It is estimated that office hours will be approximately 3-4 hours per week, but more may be required depending on the class.
- Follow each class's lesson plan in an efficient and engaging manner.

COMPENSATION

In consideration for your fulfilling all of the responsibilities referenced above as an Instructor, less all applicable deductions and withholdings, you understand and agree that you will receive a salary at the rate of approximately \$ 970.00 per pay period (such that you will receive \$ 4850.00 over the whole cohort, regardless of the number of weeks). Such salary will be paid in accordance with normal payroll practices on the fifteenth and the last day of each month. In furtherance and not in limitation of the foregoing, your salary will be paid pro-rata across the term of the Program as determined by the Company. In the event that you fail to attend a class session for personal reasons, the Company may reduce your pay accordingly.

As an 'exempt' employee, such salary shall constitute compensation for all hours worked, regardless of the number of hours worked in any week. Your salary will be reviewed from time to time in accordance with Company policy, and please note that the Company may modify your compensation on a going-forward basis (as permitted by applicable law) from time to time in its sole discretion.

Miscellaneous Compensation –

- You shall receive a \$ 0.00 bonus for completing onboarding activities which will be disbursed on the next pay date after the first class session of the Program for which you serve as TA.
- If you agree to act as a substitute for another TA with prior written approval from Career Services (typically your SSM) your salary will be increased according to the following schedule:
 - For each weekday class: \$85
 - For each weekend class: \$95
 - For each full day class: \$110
- You shall receive a \$ 1000.00 completion bonus if you complete the assignment of teaching assistant.

TEMPORARY POSITION

This is a temporary position beginning on or about August 19, 2019, and continuing from that date until November 11, 2019 (the "Position Termination Date") unless terminated prior thereto by either you or the Company. If your employment does not terminate prior thereto, your position will automatically expire as of the Position Termination Date, unless the Company gives you written notice at least ten (10) days prior to the Position Termination Date of its intent to offer you another position, which may be accomplished by the parties executing a new offer letter for the position. The decision to offer another position will be made by the Company in its sole discretion. You and the Company expressly agree that designation of a term and renewal provisions for your appointment does not in any way limit the right of either you or the Company to terminate your employment at any time for any reason. In the event your employment

terminates either on the Position Termination Date or prior thereto you will not receive any compensation or benefits after your last day of employment except as provided pursuant to the terms of any benefit plan or Company policy in which you are eligible to participate

EMPLOYMENT AT WILL

Your employment with the Company is at will, which means that it is subject to termination by either you or the Company at any time, for any reason, with or without notice or cause. This letter serves to outline the terms of our employment offer, but it does not constitute a contract of employment for any specific length of time.

NONDISCLOSURE AGREEMENT

In consideration for, and as a condition of your employment, you will be required to sign the Company's Proprietary Rights and Confidential Information Agreement, which is incorporated herein by reference. A copy will be provided to you.

In addition, you agree that you are not a party to any agreement which would prohibit you from, or be violated by you by, working for the Company, such as a non-compete, non-solicit, non-disclosure or other agreement. You further agree not to disclose to the Company, or cause the Company to use, any proprietary or confidential information belonging to any third party except in accordance with applicable law.

TERMS OF OFFER

The Company extends this offer to you contingent on verification of your prior employment and educational information, satisfactory results from our reference and background checks, and verification of your identity and right to work in the United States (i.e., completion of the Form I-9). By countersigning this offer letter, you authorize the Company to engage in the checks and verifications set forth above. By joining the Company, you are agreeing to abide by all laws and regulations applicable to your employment.

ARBITRATION

To ensure the rapid and economical resolution of disputes that may arise in connection with your employment with the Company, you and the Company agree that any and all disputes, claims, or causes of action, in law or equity, including but not limited to

statutory claims, arising from or relating to the enforcement, breach, performance, or interpretation of this Agreement, your employment with the Company, or the termination of your employment, shall be resolved, to the fullest extent permitted by law, by final, binding and confidential arbitration in San Francisco, CA conducted by JAMS or its successor, under JAMS' rules and procedures for employment disputes (which can be downloaded at <http://www.jamsadr.com/rules-employment-arbitration/>). You acknowledge that by agreeing to this arbitration procedure, both you and the Company waive the right to resolve any such dispute through a trial by jury or judge or administrative proceeding. All claims, disputes or causes of action, by either you or the Company, must be brought in an individual capacity, and shall not be brought as a plaintiff (or claimant) or class member in any purported class or representative proceeding, nor brought in a private attorney general capacity or proceeding, nor joined or consolidated with any claims of any other person or entity. You will have the right to be represented by legal counsel at any arbitration proceeding. The arbitrator shall: (a) have the authority to compel adequate discovery for the resolution of the dispute and to award such relief as would otherwise be permitted by law; and (b) issue a written statement signed by the arbitrator regarding the disposition of each claim and the relief, if any, awarded as to each claim, the reasons for the award, and the arbitrator's essential findings and conclusions on which the award is based. The arbitrator shall be authorized to award all relief that you or the Company would be entitled to seek in a court of law. The Company shall pay all JAMS arbitration fees in excess of the administrative fees that you would be required to pay if the dispute were decided in a court of law. Nothing in this letter agreement is intended to prevent either you or the Company from obtaining injunctive relief in court to prevent irreparable harm pending the conclusion of any such arbitration.

ENTIRE AGREEMENT; MISCELLANEOUS

This Offer Letter will be governed by the laws of the State of California without regard to choice of law rules.

This letter and the Proprietary Rights and Confidential Information Agreement state the complete and exclusive terms and conditions of your employment and supersedes any and all prior agreements, whether written or oral. By accepting this offer of employment, you are acknowledging that you are not relying on any other promises or statement concerning the terms and conditions of your employment and that you will not rely on any promises or statements in the future. You also understand and agree that except as set forth herein to the contrary, the terms of this letter may be amended from time to time, only by written agreement signed by an authorized Company executive, except that the Company may, in its sole discretion, adjust salaries, incentive compensation, equity plans, benefits, job titles, locations, duties, responsibilities, and reporting relationships.

Please feel free to call me prior to signing this letter or prior to your first day at the office if you have any questions. Please countersign below to accept this Offer Letter and to acknowledge your understanding and acceptance of the terms of your employment.

The offer contained in this letter shall expire if not executed via DocuSign within seven (7) days of the date first set forth above.

We look forward to you joining us!

Sincerely,

A handwritten signature in black ink, appearing to read 'Stuart Thompson'.

Stuart Thompson
Chief People Officer

EMPLOYEE NAME Carlos Green

Sign

Date

PROPRIETARY RIGHTS AND CONFIDENTIAL INFORMATION AGREEMENT

This Proprietary Rights and Confidential Information Agreement (this "Agreement") is effective as of the commencement of my employment or other engagement by 2U, a California corporation (the "Company"). In consideration of my offer of employment, and/or continuing employment by the Company and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I hereby agree to the following restrictions and obligations placed on my use and development of information, technology, ideas, inventions and other materials:

1. CONFIDENTIAL INFORMATION

a. Restrictions on Confidential Information. I agree that, during my employment, and at all times thereafter, I will hold the Confidential Information of the Company and its subsidiaries and affiliates that is disclosed to me in strict confidence and will neither use the information for the benefit of myself or any other third party nor disclose it to anyone, except (a) to the extent necessary to carry out my responsibilities as an employee of the Company, (b) as specifically authorized in writing by a duly authorized officer of the Company or its subsidiaries, as applicable, other than me, (c) as necessary to my attorneys or other professional advisors, provided that such advisors are bound by an ethical, legal or contractual obligation to keep the information confidential and (d) as requested or required by law, rule, regulation, court order or in any governmental, judicial, administrative or regulatory process. I understand that "Confidential Information" includes all information that is disclosed to me pertaining to the current or proposed business of the Company or the current or proposed business of its subsidiaries and affiliates or its/their predecessors, affiliates, consultants, customers, business associates or members, unless (a) the information is or becomes generally known to the public through lawful means and not through violation of this Agreement by me; (b) the information was part of my general knowledge prior to the initial disclosure of the information to me by the Company or its subsidiaries and affiliates or its/their predecessors or any person under a duty of confidentiality to any of them; or (c) the information is disclosed to me without restriction by a third party who is not known (after reasonable inquiry) by me to be bound by a confidentiality agreement with the Company. This definition of "Confidential Information" includes (except as provided in the previous sentence) but is not limited to any and all (a) technical or non-technical information, know-how, computer software (whether in source code or object code form), programs, tools, data, research, designs, drawings, diagrams, plans, specifications, trade secrets, inventions, concepts, structures, improvements, products, patents pending, prototypes, processes, formulas, algorithms, methods, techniques, hardware, devices, schematics, works in process, systems, technologies or applications; (b) financial and other information about costs, profits, markets, sales and pricing structures, customers, subscribers, members, and bids; (c) plans, forecasts and strategies for business, marketing, future development and new product concepts; and (d) employee personnel files and information about employee compensation and benefits, in any form and whether or not labeled or identified as confidential or proprietary.

b. Location and Reproduction. I agree to maintain at my work station and/or any other place under my control only such Confidential Information as I have a current "need to know." I agree to return to the appropriate person or location or otherwise properly dispose of Confidential Information once that need to know no longer exists. I also agree that I will make copies and otherwise reproduce Confidential Information solely to the extent necessary to carry out my responsibilities as an employee of the Company or as specifically authorized by a duly authorized officer of the Company or its subsidiaries, as applicable, other than me.

c. Third-Party Information. I recognize that the Company and its subsidiaries and affiliates have received and will receive Confidential Information from third parties. I will hold all such

information disclosed to me pursuant to the same "Restrictions on Confidential Information" as set forth hereinabove.

d. Customer and Employee/Contractor Non-Solicitation. I acknowledge that because of my position in relation to the Company and its subsidiaries, I will have access to Confidential Information and trade secrets. I further acknowledge the importance of the Company's and its subsidiaries' and affiliates' employees to such entities and their business. I therefore agree that during the period beginning on the initial date of my employment with the Company and ending two (2) years after termination of my employment with the Company or any of its subsidiaries and affiliates for any reason, I shall not directly or indirectly, whether as employee, owner, sole proprietor, partner, shareholder, director, member, consultant, agent, founder, co-venture partner or otherwise, (i) solicit any of the Company's or its subsidiaries' and affiliates' customers or clients for any products or services that are the same as or competitive with the products or services offered by the Company, or (ii) solicit, induce, recruit or encourage any person employed by or who consults or subcontracts with the Company or its subsidiaries and affiliates to terminate his or her employment, consulting, subcontracting or other relationship with the Company or its subsidiaries and affiliates, as applicable.

e. Non-Competition. I acknowledge that the Company's relationships with its customers, clients, vendors, employees and other entities are valuable business assets, and that there is a substantial likelihood that if I directly compete with the Company, it would result in the unauthorized use or disclosure of Confidential Information or interfere with the Company's relationship with its customers, clients, vendors, employees and other entities, which use or disclosure of Confidential Information would be extremely difficult to detect or prove. Therefore, and in consideration for my employment with the Company, I agree that during the period beginning on the initial date of my employment with the Company or any of its predecessors and ending one year after termination of my employment with Company for any reason, I shall not, directly or indirectly, whether as owner, sole proprietor, partner, shareholder, director, member, consultant, employee, agent, founder, co-venture partner or otherwise, engage, invest or participate in the business of providing educational services and programs that compete with the business of the Company including coding, web development, data science, analytics and digital marketing delivered through academic partnerships; provided, however, I may own, as a passive investor, publicly-traded securities of any corporation which competes with the business of the Company so long as such securities do not, in the aggregate, constitute more than 2% of any class of outstanding securities of such corporations. Given the national nature of Company's business, this covenant is enforceable anywhere in the United States.

2. INNOVATIONS

a. Innovations. "Innovations" collectively means any and all ideas, concepts, inventions, discoveries, developments, software, content, textual, artistic and other works, video, graphics, sound recordings, know-how, structures, designs, formulas, algorithms, methods, products, processes, systems and technologies in any stage of development that are conceived, created, developed or reduced to practice by me alone or with others at any time during the period of my employment or other engagement by the Company or any subsidiary or affiliate; any and all patents, patents pending, copyrights, moral rights, trademarks and any other intellectual property rights therein; and any and all improvements, modifications, derivative works from, other rights in and claims related to any of the foregoing under the laws of any jurisdiction.

b. Ownership of Innovations. I hereby agree and acknowledge that, to the fullest extent permissible under applicable law, all Innovations shall be deemed to be "works made for hire" belonging to the Company or its subsidiaries and affiliates, as applicable. I agree that in furtherance of the foregoing, I will deliver, disclose and assign to the Company or its subsidiaries and affiliates, as applicable, all Innovations and shall execute all documentation, including patent and copyright applications, as they reasonably may deem necessary or desirable to further document their ownership rights therein and to provide them the full and complete benefit thereof. Should it be held that the Innovations do not constitute works made for hire, or to the extent that such Innovation is a patentable invention under Title 35 of the United States Code, I assign such Innovation to the Company or its subsidiaries and affiliates, as applicable, without further consideration, and agree that they are the exclusive owner of all right, title and interest (throughout the

United States and in all other countries or jurisdictions) therein or thereto. I agree to cooperate with all lawful efforts of the Company or its subsidiaries and affiliates to protect their rights in and to the Innovations and shall, at their request, execute any and all instruments or documents in order to register, establish, acquire, prosecute, maintain, perfect or defend their rights in and to the Innovations.

Notwithstanding anything to the contrary in this Agreement, I shall not be required to assign or offer to assign to the Company or its subsidiaries and affiliates any Innovation for which no equipment, supplies, facility, or trade secret information of the Company or its subsidiaries and affiliates or its/their predecessors or any of their respective licensees was used and which was developed entirely on my own time, unless (i) the Innovation related to (A) the Business of the Company or its subsidiaries and affiliates or its/their predecessors, or (B) the Company's or its subsidiaries' and affiliates' or its/their predecessors' actual or demonstrably anticipated research or development, or (ii) the Invention results from any work performed by me for the Company or its subsidiaries and affiliates or its/their predecessors. I have received written notice of the foregoing, as evidenced by my delivery to the Company of an executed notice in the form of Exhibit A hereto. Furthermore, the parties acknowledge and agree that the Innovations that I have listed on Exhibit A are not subject to the ownership provisions of this paragraph.

3. FORMER OR CONFLICTING AGREEMENTS

a. Former Agreements. I represent and warrant that my performance of the terms of this Agreement will not breach any agreement to which I am bound (including, but not limited to, any agreement to keep in confidence Confidential Information acquired by me prior to my employment by the Company or its subsidiaries and affiliates or any of its/their predecessors).

b. Prohibition on Use of Third Party Information. I represent and warrant that I have not and covenant that I will not disclose to the Company or its subsidiaries and affiliates, or use, or induce the Company or its subsidiaries and affiliates to use any Confidential Information or trade secrets of others at any time, including but not limited to any Confidential Information or trade secrets of any former employer, if any. I acknowledge and agree that any violation of this provision shall be grounds for my immediate termination and could subject me to substantial civil and criminal penalties. I further specifically and expressly acknowledge that no officer or other employee or representative of the Company or its subsidiaries and affiliates or any of its/their predecessors has requested or instructed me to disclose or use any such third party Confidential Information or trade secrets.

4. RETURN OF THE COMPANY'S PROPERTY UPON TERMINATION

I agree to promptly return to the Company or its subsidiaries and affiliates, as applicable, upon termination of my employment all Confidential Information, including all tangible embodiments of such Confidential Information in my possession, and all personal property furnished to or prepared by me in the course of or incident to my employment. Following my termination, I will not retain any written or other tangible material containing any Confidential Information or information pertaining to any Innovation. In the event I fail to promptly return, or if I destroy, any Company property, or if I owe any monies to the Company at the time of my termination, I expressly agree that the Company may deduct the value of such property and/or such amounts owed from my final paycheck.

b. Subsequent Employers. I agree that after the termination of my employment with the Company or its subsidiaries and affiliates, I will not enter into any agreement that conflicts with my obligations under this Agreement and will inform any subsequent employers of my obligations under this Agreement.

5. [INTENTIONALLY OMITTED]

6. REMEDIES

I recognize that nothing in this Agreement is intended to limit any remedy of the Company or its subsidiaries

and affiliates under any federal or state law concerning trade secrets. I further recognize that any breach by me of the provisions set forth in this Agreement could cause the Company or its subsidiaries and affiliates irreparable harm, that it could be difficult to measure any damages caused to the Company or its subsidiaries and affiliates which might result from any such breach, and that in any event money damages may be an inadequate remedy for any such breach. I therefore agree that the Company and its subsidiaries and affiliates, as applicable, shall have the right, in addition to all other remedies that it may have, to apply to any court of competent jurisdiction for an order for injunctive or other appropriate equitable relief to restrain any such breach or threatened breach of this Agreement, without showing or proving any actual damage.

7. INTENTIONALLY OMITTED

8. ASSIGNMENT

I acknowledge and agree that my performance is personal hereunder, and that I shall have no right to assign and shall not assign or purport to assign any rights or obligations under this Agreement. This Agreement may be assigned or transferred by the Company or its subsidiaries and affiliates, as applicable. Subject to the foregoing restrictions on assignment, this Agreement shall inure to the benefit of the Company and its subsidiaries and affiliates and each of their, officers, directors, agents, successors and assigns; and shall be binding on me and my heirs, devisees, spouses, agents, legal representatives and successors.

9. GOVERNING LAW AND ARBITRATION

This Agreement shall be governed by and construed in accordance with the laws of California without reference to conflicts of law principles. Subject to Section 6 above, I agree that any dispute arising out of or relating to this Agreement that the Company and I cannot settle amicably shall be resolved exclusively by arbitration before one neutral arbitrator located in the State of New York, that California law will apply as stated in this Agreement, and any arbitration will be administered by the American Arbitration Association ("AAA") in accordance with its Employment Dispute Arbitration Rules. The arbitrator shall be an attorney selected by mutual agreement of the Company and me; however, if we cannot agree on the selection of an arbitrator within fifteen (15) days following the delivery by either party to the other of a demand for arbitration, the arbitrator shall be selected by or in accordance with the Employment Dispute Arbitration Rules of the AAA. In the event of any dispute, the prevailing party shall be entitled to reimbursement of its reasonable attorneys fees and costs from the non-prevailing party.

10. SEVERABILITY

If any provision of this Agreement, or application thereof to any person, place, or circumstance, shall be held by a court of competent jurisdiction or an arbitrator to be unenforceable, such provision shall be enforced to the greatest extent permitted by law and the remainder of this Agreement shall remain in full force and effect.

11. AMENDMENT; WAIVERS

This Agreement may not be amended or waived except by a writing signed by me and by a duly authorized representative of the Company other than me. Failure to exercise any right under this Agreement shall not constitute a waiver of such right. Any waiver of any breach of this Agreement shall not operate as a waiver of any subsequent breaches. All rights or remedies specified for a party herein shall be cumulative and in addition to all other rights and remedies of the party hereunder or under applicable law.

12. INTERPRETATION

This Agreement shall be construed as a whole, according to its fair meaning, and not in favor of or against any party. Sections and section headings contained in this Agreement are for reference purposes only, and shall not affect in any manner the meaning of interpretation of this Agreement. Whenever the context requires, references to the singular shall include the plural and the plural the singular and any gender shall include any other gender.

13. ENTIRE AGREEMENT

The terms of this Agreement and the Offer Letter are the final expression of my agreement with respect to the subject matter hereof and may not be contradicted by evidence of any prior or contemporaneous agreement. This Agreement shall constitute the complete and exclusive statement of its terms. I acknowledge that the Company or its subsidiaries and affiliates have not made any other representations or warranties concerning the subject matter of this Agreement. The termination of any employment or other agreement between the Company and its subsidiaries and affiliates and me shall not terminate this Agreement and each and all of the terms and conditions hereof shall survive and remain in full force and effect.

[signature pages follow]

I HEREBY ACKNOWLEDGE THAT I HAVE READ THIS AGREEMENT CAREFULLY AND UNDERSTAND THE LEGAL EFFECT OF ITS TERMS. I HAVE HAD THE OPPORTUNITY TO CONSULT WITH INDEPENDENT LEGAL COUNSEL AND I AM ENTERING INTO THIS AGREEMENT FREELY BASED ON MY OWN JUDGMENT.

Date:

Name: Carlos Green

EXHIBIT A

**LIST OF PRIOR INVENTIONS
AND ORIGINAL WORKS OF AUTHORSHIP
EXCLUDED UNDER SECTION 2(b)**

Title	Date	Identifying Number <u>or Brief Description</u>
-------	------	---

___ No prior obligations

___ Additional Sheets Attached

Signature of Employee: _____

Print Name of Employee: Carlos Green

Date: _____

In order for our Academic Team to initiate onboarding - please provide your **GitHub username** in this field: _____