

## INCOME SHARE AGREEMENT (ISA) FINAL DISCLOSURE

**PARTICIPANT:**

Ashen Pennington  
8802 Tallwood Drive, Unit  
#18  
Austin, Texas  
78759

**ORIGINATOR:**

Thinkful, Inc.  
3990 Freedom Circle Drive  
Santa Clara, CA  
95054

**RIGHT TO CANCEL**

You have a right to cancel this transaction, without penalty, by midnight on September 14, 2020. If you cancel by this date, you are canceling the contract in its entirety, including the disclosures. You may cancel by writing us at Vemo Education, 3905 Tampa Rd #2453 Oldsmar, FL 34677. A mailed cancellation letter will be deemed timely if postmarked no later than the cancellation date listed above.

ISA Amount	Income Share	Maximum Number of Payments	Payment Cap
\$ 40,000.00	15.00%	48 payments	\$ 40,000.00
The cost of the educational services you will receive through this ISA	The percent of your gross monthly earned income that you will pay	The maximum number of monthly payments you may have to make	The maximum amount you could be required to pay

**ITEMIZED TOTAL ISA AMOUNT**

Amount paid to you	\$0.00
Amount credited to others on your behalf • Thinkful, Inc.	+ \$ 40,000
• ISA Amount	= \$ 40,000

**ABOUT YOUR CONTRACT TERMS**

- **Your Income Share is a fixed percentage of your future earned income you will owe in return for the ISA Amount** credited to your account. It is not an interest rate or annual percentage rate.
- **Your payments will vary based on your earned income.** As a result, the total amount you will pay may be equal to or less than your ISA Amount and will never exceed your Payment Cap.
- **Your minimum income threshold is \$3,333.33 per month** (equivalent to \$40,000/year). You will not make monthly payments in months during which your earned income is less than this amount.

**FULFILLING YOUR OBLIGATION:** Your payment obligation under your ISA ends upon the ***earliest*** to occur of the following – (a) you make the Maximum Number of Payments; (b) the total of your payments (not including fees) reaches the Payment Cap; or (c) more than 96 months elapse after your Grace Period ends.

**FEES:** **Late Fee** – The lesser of \$5 and 5% of the payment amount due.

**Returned Payment Fee** – \$25 (\$20 for NY residents).

### Payment Illustration

An ISA is different from a loan (which has principal and interest payments) or a conventional tuition payment plan (which requires payment in full and may include interest charges or a finance charge in the form of a processing fee). An ISA requires you to pay a fixed percentage of your earned income each month for up to a Maximum Number of Payments. The table below compares illustrative monthly and total ISA payments and the number of payments required for different levels of earned income.

Annualized Earned Income	\$40,000.00 ISA 15.00% income share, Up to 48 monthly payments		
	Monthly Payment	Number of Payments	Total Payment
<\$40,000	\$0	0	\$0
\$40,000	\$ 500	48	\$24,000
\$60,000	\$ 750	48	\$36,000
\$80,000	\$1,000	40	\$40,000
\$100,000	\$1,250	32	\$40,000

- This illustration assumes that you make up to 48 monthly payments tied to gross earned income and that your income is constant.
- When your monthly earned income is less than \$3,333.33 (equivalent to \$40,000/year), your account will be placed in a deferment status, and you will not make payments for every month your income is below this threshold.
- Since your earnings may change over time, your actual payments may also vary over time, so this illustration may not apply to your specific circumstances.
- All payments have been rounded to the nearest dollar.

## Final Disclosure Reference Notes

### When do payments begin?

You are not required to make any payments while you remain enrolled full-time at Thinkful, Inc. or during your 1-month Grace Period. Your Payment Term begins on the 1<sup>st</sup> day of the month after your Grace Period ends. Your 1<sup>st</sup> Monthly Payment is due 1 month after your Payment Term begins.

### What will you pay under an ISA?

You will pay a percentage of your earned income.

Monthly payment = **Income Share** × monthly earned income

The total amount you will be required to pay may be equal to or less than the **ISA Amount**. It will depend on your future earned income.

### What documents will you need to provide for us to calculate what you owe?

<i>By the end of the Grace Period</i>	<i>By April 30 each year and every time your income changes</i>
<p>A pay stub, letter from your employer, self-employment contract, consulting agreement, or other verifiable source (dated within 30 days).</p> <p>This is used to calculate your <i>initial</i> required payments. If you do not provide this documentation or documentation for deferment, we will assume your earned income matches the average full-time income for occupations directly related to your program (determined based on Bureau of the Census and Bureau of Labor Statistics data).</p>	<ol style="list-style-type: none"> <li>1. By April 30 each year, a year-end pay stub, Form W-2, Form 1099, or Schedule K-1 for all sources of earned income and validation of the dates of your employment (showing <i>prior</i> year's earnings). This is used for <i>reconciliation</i>. You must reimburse us for any underpayments, and we will credit your account for any overpayments—or refund the excess amount if your payment term has ended.</li> <li>2. Every time your income changes AND by April 30 each year, a pay stub, letter from your employer, self-employment contract, consulting agreement, or other verifiable source (showing <i>current</i> earnings). This is used to <i>re-calculate</i> your required payments. If you do not to provide this documentation, we will assume your earned income has increased by 10 percent, and change your monthly payment accordingly, effective June 1 each year.</li> <li>3. At our request, a completed and signed IRS Form 4506-T or Form 4506T-EZ (or any successor form), designating us as the recipient of your tax return information for returns covering any and all months of your payment obligation, dated not earlier than 30 days before the date you provide it to us.</li> </ol>

### Can you end your payment obligation early?

You may extinguish your ISA *before* the **Payment Term** ends by paying a **Prepayment Amount** equal to:

**\$40,000** – payments already made + any outstanding fees.

### When do payments pause?

- After you leave the program, your account will be placed in a deferment status and you will not make payments if you earn less than \$3,333.33 (equivalent to \$40,000/year), including if you are unemployed or not in the labor force.
- We may extend your **Payment Term** by one month for each month of deferment, up to 48 months.

See the Additional Terms that you signed when you accepted this ISA for further information about payment, prepayment, deferment, default, and your other legal obligations under this Income Share Agreement