



JOB READINESS PROGRAM ENROLLMENT AGREEMENT

This ENROLLMENT AGREEMENT (the “Agreement”) is made as of 07/09/2019 (the “**Effective Date**”) whereby Colaberry, Inc. (“**Colaberry**”) located at 3737 Mapleshade Lane, Suite 102 Plano, Texas - 75075, agrees to provide training through the *JobReadiness Boot Camp Training Program* to Rathod Ashokkumar (the “**Trainee**”) under the terms and conditions hereto:

1. PARTIES

| Colaberry | Trainee |
|--|--|
| 3737 Mapleshade Ln, Suite#102 Plano, TX 75075 Phone:9729921024 Email: support@colaberry.com | Name: <u>Rathod Ashokkumar</u> Phone: <u>(248) 385-6111</u> E-mail: <u>ashvi616@gmail.com</u> Driver License No: <u>R330072008929</u> Validity: <u>12-06-2019</u> State Issued: <u>MI</u> SSN: <u>892-41-8509</u> Mailing Address: <u>837 Century dr Apt 208</u> <u>Troy Mi</u> (must match Address on Driver’s License) |

2. COURSE, TUITION AND FEES.

Colaberry will provide Trainee with the training in the *JobReadiness Boot Camp Training Program*, which will provide boot camp styled training in subject areas such as Data Analytics, Data Science, Machine Learning, Tableau, Qlikview, Python, SCALA and other programs as and if agreed to by Colaberry and Trainee. The tuition for the *JobReadiness Boot Camp Training Program* is \$15,000 (the “Tuition”). A monthly subscription fee of \$250 for CRM services is also charged upon enrollment.

Start date: 07/09/2019



3. PAYMENT OPTIONS

Select 1 option:

| | |
|----------------------------------|---|
| <input type="radio"/> | Upfront Payment: Trainee will pay Colaberry \$12,000.00 Tuition before training commences, and no later than the time of admission. Payment may be made by check, debit card or credit card. |
| <input type="radio"/> | Pay in installments: Trainee will pay Tuition by paying Colaberry \$5,250 no later than the time of admission, and a payment of \$5,000 on the first day of each of the following 2 months. |
| <input checked="" type="radio"/> | Deferred Tuition Payment: Trainee will pay monthly CRM access fee of \$250 on 1 st of every month while attending the Job Readiness Program via asynchronous distance education and pay the deferred tuition in equal monthly installments after getting employment in the field of study, payable on the first day of each month for next 12 months in an amount equal to the lesser of (1) 15% of the Trainee's salary or (2) \$1,250 until the Tuition (\$15,000) is paid in full. After completion of the <i>JobReadiness Boot Camp Training Program</i> , Trainee will provide Colaberry with the name, address and supervisor of Trainee's employer, as well as Trainee's initial salary and any increase in salary. Trainee agrees to provide Colaberry with any reasonable request for information until the agreed upon Tuition is fully paid. |

4. DEFAULT

If Trainee fails to timely pay any amount due under this Agreement or otherwise fails to comply with this Agreement, Trainee will be in default and Colaberry may take the following actions:

- Immediately cease providing all training to Trainee and revoke all permissions and passwords;
- Immediately accelerate all amounts due and make demand upon Trainee;
- Take any other action as allowed by law.

5. CONTRACT DOCUMENTS

This Agreement incorporates the following documents attached hereto, and all of such documents become enforceable in this Agreement. Place your initial in the box next to the document to represent that you received, read and understand each of the following documents.

| | |
|--|--|
| | Tuition Fee Pay Schedule, in case trainee opted for Deferred Payment method |
|--|--|

6. INTELLECTUAL PROPERTY RIGHTS

Colaberry is and/or holds the sole and exclusive ownership of all right, title and interest throughout the world in and to the *JobReadiness Boot Camp Training Program*, including all patents, copyrights, trademarks, trade secrets, and other intellectual property rights therewith (the **"Intellectual Property"**). Trainee is strictly prohibited from copying and/or providing to any third party all or any part of the Intellectual Property that Colaberry provides to Trainee without



Colaberry's prior written consent. Trainee has no right or license to use, publish, reproduce, prepare derivative works based upon, distribute, perform, or display any of Colaberry's Intellectual Property except in accordance with Colaberry's instructions. Trainee has no right or license to use Colaberry's trademarks, service marks, trade names, trade names, logos, symbols, or brand names.

7. CANCELLATION POLICY

A full refund will be made to any student who cancels the enrollment contract within 72 hours (until midnight of the third day excluding Saturdays, Sundays and legal holidays) after the enrollment contract is signed.

8. REFUND POLICIES

1. Refund computations will be prorated based on course completion percentage
2. The effective date of termination for refund purposes will be the earliest of the following:
 - a) the date of termination, if the student is terminated by the school;
 - b) the date of receipt of written notice from the student;
3. If tuition and fees are collected in advance of entrance, and if after expiration of the 72-hour cancellation privilege the student does not begin the curriculum, not more than \$100 in any administrative fees charged shall be retained by the school for the entire residence program or synchronous distance education course.
4. If a student begins the curriculum in asynchronous distance education program and withdraws or is otherwise terminated, the school may retain not more than \$100 in administrative fees charged for the entire program. The minimum refund of the remaining tuition and fees will be the pro rata portion of tuition, fees, and other charges based on the remaining in the portion of the course or program for which the student has been charged after the effective date of termination bears to the total number of chapters in the portion of the course or program for which the student has been charged, except that a student may not collect a refund if the student has completed 75 percent or more of the total number of chapters in the portion of the program for which the student has been charged on the effective date of termination. (More simply, the refund is based on the precise number of course chapters the student has paid for, but not yet used, at the point of termination, up to the 75% completion mark, after which no refund is due.) following is the illustration based on the course progress.

- IPBC - Orientation – \$600
- IPBC - SDLC – Week2 -\$600
- IPBC - SDLC - Agile Methodology – \$600
- IPBC - SDLC - Business Analyst – \$600
- IPBC - ETL Process – \$600
- IPBC - SQL Practice – \$600
- IPBC – SSRS Practice – \$600
- IPBC - SQL Transactions – \$600
- IPBC – DBA Roles –\$600
- IPBC - Project Intro –\$600
- IPBC - Project R1:SP1: Story 1 -\$600
- IPBC - Project R1:SP2: Story 2 -\$600



- IPBC - Project R1:SP2: Story 3 -\$600
- IPBC - Project R1:SP3: Story 4 – \$600
- IPBC - Project R1:SP3: Story 5 – \$600
- IPBC - Project R1:SP4: Story 6 – \$600
- IPBC - Project R2:SP5: Story 7 – \$600
- IPBC - Project R2:SP5: Story 8 – \$600
- IPBC - Project R2:SP6: Story 9 – \$600
- IPBC - Project R2:SP6: Story 10 –\$600
- IPBC - Building a Cube -\$600

No refund here after (75%)

- Job Readiness Program Prep
 - Job Readiness Program - Phase I
 - Job Readiness Program - Phase II
 - Job Readiness Program - Phase III
 - Job Readiness Program - Phase IV
 - Job Readiness Program - Final Phase
5. Refunds for items of extra expense to the student, such as books, tools, CRM access fee/ subscription fee or other supplies are to be handled separately from refund of tuition and other academic fees. The student will not be required to purchase instructional supplies, books and tools until such time as these materials are required. Once these materials are purchased, no refund will be made. For full refunds, the school can withhold costs for these types of items from the refund as long as they were necessary for the portion of the program attended and separately stated in the enrollment agreement. Any such items not required for the portion of the program attended must be included in the refund.
 6. A student who withdraws for a reason unrelated to the student's academic status after the 75 percent completion mark and requests a grade at the time of withdrawal shall be given a grade of "incomplete" and permitted to re-enroll in the course or program during the 12-month period following the date the student withdrew without payment of additional tuition for that portion of the course or program.
 7. A full refund of all tuition and fees is due and refundable in each of the following cases:
 - a) an enrollee is not accepted by the school;
 - b) if the course of instruction is discontinued by the school and this prevents the student from completing the course; or
 - c) if the student's enrollment was procured as a result of any misrepresentation in advertising, promotional materials of the school, or representations by the owner or representatives of the school.

9. STUDENT CONDUCT REQUIREMENT

Students are expected to dress and act properly while attending classes. At the discretion of the institute administration, a student may be dismissed from institute for a serious incident or repeated incidents of an intoxicated or drugged state of behavior, possession of drugs or alcohol upon institute premises, possession of weapons upon institute premises, behavior creating a safety hazard to other persons at institute, disobedient or disrespectful behavior to other students, an



administrator, or faculty member, or any other stated or determined infractions of conduct.

- a) Write a letter requesting re-instatement &
- b) Must speak to the School Director to obtain approval for re-instatement.
- c) Leave of Absence is available to all students. You must have a good cause. The student will be responsible for complying with the school's Refund policies.
- d) Cheating of any kind will not be tolerated. This will result in the student's dismissal from the course. Student may be eligible to reenroll at Director's discretion.
- e) Disruptive behavior of any kind is unacceptable. The student will be given three warnings, one verbal and two written if their behavior continues to not meet the standard the student will be terminated and may not remain in class. Re-enrollment policies will apply.
- f) **SEXUAL HARASSMENT OF ANY KIND, WEAPONS OF ANY KIND, AND BEING UNDER THE INFLUENCE OF ANY SUBSTANCE WILL NOT BE TOLERATED. ANY STUDENT VIOLATING THIS RULE WILL BE TERMINATED AND CANNOT RE-ENROLL.**

10. MISCELLANEOUS

All notices, requests, claims, demands, and other communications hereunder (each, a "**Notice**") shall be in writing and addressed to the parties at the addresses set forth on the first page of this Agreement (or to such other address that may be designated by the receiving party from time to time. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees prepaid), facsimile or email (with confirmation of transmission) or certified or registered mail (in each case, return receipt requested, postage prepaid).

This Agreement, together with any other documents incorporated herein, including the Contract Documents in paragraph 6, constitutes the entire agreement of the parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.

This Agreement may only be amended, modified, or supplemented by an agreement in writing signed by each party hereto, and any of the terms thereof may be waived, only by a written document signed by each party to this Agreement or, in the case of waiver, by the party or parties waiving compliance.

This Agreement shall be governed and construed under the laws of the State of Texas without regard to the choice of law provisions thereof, and in the event of any litigation hereunder, the venue for any such litigation shall be in any federal or state court having jurisdiction in Collin County, Texas. EACH OF THE PARTIES HERETO UNCONDITIONALLY WAIVES ITS RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT AND/OR THE RELATIONSHIP THAT IS BEING ESTABLISHED BETWEEN THE PARTIES PURSUANT HERETO.

No failure or delay by either party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any right, power or privilege hereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder.



If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision.

This Agreement may be executed in multiple counterparts and by facsimile signature, each of which shall be deemed an original and all of which together shall constitute one instrument.

Any holder of this consumer credit contract is subject to all claims and defenses which the debtor could assert against the seller of goods or services obtained pursuant hereto or with the proceeds hereof. Recovery hereunder by the debtor shall not exceed the amounts paid by the debtor hereunder.

ACKNOWLEDGMENTS

APPROVED AND REGULATED BY THE TEXAS WORKFORCE COMMISSION, CAREER SCHOOLS AND COLLEGES, AUSTIN, TEXAS.

☒ I am above 18 years of age

☒ I accept enrollment agreement and all the terms and conditions

I certify that I have been provided all of the information above prior to my enrollment, by signing this document I acknowledge receipt of the school catalog and a copy of this completed enrollment agreement as an electronic copy or weblink.

If I did not receive the hard copy of the catalog and /or this enrollment agreement, I understand the school will provide them at my request, Student Initials: A.C. Rithal

☒ I understand that by checking this box constitutes a legal signature confirming that I acknowledge and warrant the truthfulness of the information provided in this document.

IN WITNESS WHEREOF, the Parties have executed this Enrollment Agreement to be effective as of the Effective Date stated above.

Electronic Signature of Trainee A.C. Rithal

Date 07/09/2019

School Representative Signature:

Date _____

School Representative Name: Hayder Mohammad



VERIFICATION OF TRAINEE

STATE OF _____ § COUNTY OF _____ §
ON THIS DATE, said Affiant personally appeared before me, the undersigned Notary Public, and after
being duly sworn, stated the following under oath:

“My name is

_____. I am
over Eighteen years of age and I am of sound mind. I have never been convicted of a crime of moral
turpitude and I am fully competent to make this affidavit. I have personal knowledge of every fact stated
herein, and every fact stated herein is true and correct.

I am the Trained Party to the foregoing *Enrollment agreement* (“Agreement”). I have read the
Agreement, I fully understand it, and I intend to be bound by each and all of its terms.”

FURTHER AFFIANT SAYETH NOT.

EXECUTED ON the _____ day of _____, 20____.

SIGNATURE OF TRAINEE

ADDRESS

CITY

STATE

ZIP

CELL PHONE

WORK PHONE

EMAIL ADDRESS

SUBSCRIBED AND SWORN TO BEFORE ME ON the _____ day of _____, 20____.

Notary Public of the State of _____



TUITION PAYMENT SCHEDULE

1. PARTIES

This Tuition Payment Schedule *Agreement* (“Agreement”) is by and between Colaberry Inc. (“Colaberry”) and _____ (“Trainee”), and any and all past or present representatives, principals, agents, servants, employees, consultants, partners (both general and/or limited), equity participants, officers, directors, shareholders, parent companies, subsidiaries, affiliates, predecessors, successors, assigns, estates, beneficiaries, heirs, devisees, legatees, and trustees of the persons and entities of the parties (collectively, “Parties”).

2. AGREEMENTS

2.A. Trainees agrees to disclose of employment and salary details

Name of Company: _____

Street Address: _____

City/State/Zip Code: _____

Job Title: _____

2.B. The Parties expressly understand and agree that:

2.B.i. the Trainee will pay to Colaberry a total Tuition fee in the amount of \$_____; and

2.B.ii. the Trainee will pay the Training fee to Colaberry in _____ monthly payments in the amount of \$_____ each due and payable on the _____ day of each month commencing on the _____ day of _____, 201____, and continue such payments until the total tuition fee is paid in full.

2.C. The Parties further expressly understand and agree that the foregoing consideration is good and sufficient, and that all conditions necessary to make this Agreement valid and enforceable have been performed or have occurred.

3. TRAINEE’S REMEDIES IN THE EVENT OF SEPARATION FROM EMPLOYMENT.

In the event that the Trainee Party is separated from the employment set forth in paragraph 2.A., above, and upon notice and request by the Trainee, Colaberry, in its sole discretion, may forbear from demanding monthly payment of the position placement fee until such time, if ever, that the Placed Party again obtains new employment.



4. COLABERRY'S REMEDIES IN THE EVENT OF DEFAULT BY TRAINEE PARTY.

4.A. The Parties expressly understand and agree that in the event the TRAINEE does not timely make a payment as set forth herein and is therefore in default of this Agreement, Colaberry, at its sole discretion, may accelerate the entire amount due and remaining of the position placement fee and demand immediate payment in full.

4.B. The Parties further expressly understand and agree that nothing stated in this Agreement shall be construed as a limitation on or an exhaustive list of the remedies available to Colaberry in the event of a breach of this Agreement by the TRAINEE.

5. SEVERABILITY

If any term in this Agreement is determined to be invalid, unlawful, or unenforceable, the remainder of this Agreement shall not be affected, and this Agreement shall continue to be enforceable to the fullest extent permitted by law. Moreover, any invalid, unlawful, or unenforceable provision shall be reformed to the extent necessary to render it valid, lawful, and enforceable in a manner consistent with the intentions of the TRAINEE regarding such provision.

6. ENTIRE AGREEMENT OF THE PARTIES

This Agreement constitutes the entire agreement and understanding between the Parties related to the subject matter of this Agreement. This Agreement supersedes and any and all other prior agreements, arrangements, contracts, and understandings related to the subject matter of this Agreement. No representations, warranties, recitals, covenants, or statements of intention have been made by, or on behalf of, either Party that is not embodied in this Agreement, and neither Party shall be bound by, or liable for, any alleged representation, warranty, recital, covenant, or statement of intention not set forth in this Agreement.

7. GOVERNING LAW AND VENUE

This Agreement shall be construed in accordance with the laws of the State of Texas. The venue for any legal action arising out of this Agreement shall lie in Collin County, Texas. If either Party files a lawsuit to construe or enforce this Agreement, the prevailing party shall be entitled to all its reasonable attorney's fees, costs of court, and expenses.

8. FULL UNDERSTANDING OF AGREEMENT

EACH PARTY WARRANTS THAT SUCH PARTY HAS READ THIS AGREEMENT AND FULLY UNDERSTANDS IT. EACH PARTY WARRANTS THAT SUCH PARTY IS OF LEGAL COMPETENCE AND LEGAL CAPACITY TO EXECUTE THIS AGREEMENT, IS FREE, WITHOUT DURESS, TO EXECUTE THIS AGREEMENT, AND THAT SUCH PARTY HAS DONE SO OF FREE WILL AND ACCORD AND WITHOUT RELIANCE ON ANY REPRESENTATION OF ANY KIND OR CHARACTER WHATSOEVER NOT EXPRESSLY SET FORTH IN THIS AGREEMENT. EACH PARTY UNDERSTANDS AND AGREES THAT IT HAS THE RIGHT TO CONFER WITH AN ATTORNEY TO ASK QUESTIONS TO ENSURE THAT SUCH PARTY FULLY UNDERSTANDS THIS AGREEMENT.



This Agreement may be signed in counterparts, and each counterpart shall be considered an original.

For COLABERRY INC.

Title: _____

Date Signed: _____



VERIFICATION OF TRAINEE

STATE OF _____ §

COUNTY OF _____ §

ON THIS DATE, said Affiant personally appeared before me, the undersigned Notary Public, and after being duly sworn, stated the following under oath:

“My name is _____. I am over eighteen years of age and I am of sound mind. I have never been convicted of a crime of moral turpitude and I am fully competent to make this affidavit. I have personal knowledge of each and every fact stated herein, and each and every fact stated herein is true and correct.

I am the TRAINEE to the foregoing **PAYMENT SCHEDULE** Agreement(“Agreement”). I have read the Agreement, I fully understand it, and I intend to be bound by each and all of its terms.”

FURTHER AFFIANT SAYETH NOT.

EXECUTED ON the _____ day of _____, 20____.

SIGNATURE OF TRAINEE

ADDRESS

CITY STATE ZIP

CELL PHONE

WORK PHONE

EMAIL ADDRESS

SUBSCRIBED AND SWORN TO BEFORE ME ON the _____ day of _____, 20____.

Notary Public of the State of _____



ACH Recurring Payment Authorization Form

**Schedule your payment to be automatically deducted from your checking or savings account.
Just complete and sign this form to get started!**

Recurring Payments Will Make Your Life Easier:

- It's convenient (saving you time and postage)
- Your payment is always on time (even if you're out of town), eliminating late charges

Here's How Recurring Payments Work:

You authorize regularly scheduled charges to your checking or savings account. You will be charged the amount indicated below each billing period. A receipt for each payment will be emailed to you and the charge will appear on your bank statement as an "ACH Debit." You agree that no prior-notification will be provided unless the date or amount changes, in which case you will receive notice from us at least 10 days prior to the payment being collected.

Please complete the information below:

I _____ authorize Colaberry Inc. to charge my bank account indicated below on the 1st day of each month an amount of \$_____ for payment towards Tuition fee.

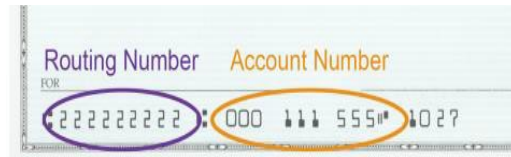
Billing Address _____

Phone# _____

City, State, Zip _____

Email _____

| | | |
|-----------------|-----------------------------------|----------------------------------|
| Account Type: | <input type="checkbox"/> Checking | <input type="checkbox"/> Savings |
| Name on Acct | _____ | |
| Bank Name | _____ | |
| Account Number | _____ | |
| Bank Routing # | _____ | |
| Bank City/State | _____ | |



SIGNATURE _____

DATE _____

I understand that this authorization will remain in effect until I cancel it in writing, and I agree to notify **Colaberry Inc.** in writing of any changes in my account information or termination of this authorization at least 15 days prior to the next billing date. If the above noted periodic payment dates fall on a weekend or holiday, I understand that the payment may be executed on the next business day. I understand that because this is an electronic transaction, these funds may be withdrawn from my account as soon as the above noted periodic transaction dates. In the case of an ACH Transaction being rejected for Non Sufficient Funds (NSF) I understand that **Colaberry Inc.** may at its discretion attempt to process the charge again within 30 days, and agree to an additional **\$50** charge for each attempt returned NSF which will be initiated as a separate transaction from the authorized recurring payment. I acknowledge that the origination of ACH transactions to my account must comply with the provisions of U.S. law. I agree not to dispute this recurring billing with my bank so long as the transactions correspond to the terms indicated in this authorization form.