

FLATIRON SCHOOL LLC

<https://flatironschool.com>

Enrollment Agreement

INSTRUCTIONS:

All students: Completely review this entire Enrollment Agreement. Fill out all required fields in sections A, B, and D. Apply your initials and signatures to all acknowledgements in section H.

Students studying in CA, CO, IL, NY or TX: Apply your initials to acknowledgements in section I for the respective state in which you are studying.

Students studying in GA, IL, TX, or WA: Apply your initials and signatures to acknowledgements in addenda A-E for the respective state in which you are studying.

SECTION A: STUDENT INFORMATION

Student Name: ben atkin

Social Security Number:

Home Address: 1735 W 540 N, Unit 801

City: Saint George

State: UT

Zip: 84770

Date of Birth: 02/08/1993

Telephone: 4356688069

E-mail Address: ben.r.atkin@gmail.com

Emergency Contact Name: Sylvia Atkin

Phone Number: 4356687181

Relationship: Mother

SECTION B: PROGRAM INFORMATION

Location of Study: Online

Program Name: Full-Time Online Data Science

Program Length: 525 Clock Hours / 20 Weeks

Campus Hours of Operation: 9am to 6pm

Class Schedule ☒ Full-Time ☐ Part-Time ☐ Self-Paced

Date the training is to begin: 01/20/2020

Anticipated completion date: 07/01/2020

Credential: Certificate of Completion

Money-Back Guarantee qualifying program: ☒

PREREQUISITE COURSES & OTHER REQUIREMENTS FOR ADMISSION TO PROGRAM: Admission requirements are: at least 18 years old, have a high school diploma or equivalent, and successfully complete the admissions process.

PROGRAM OBJECTIVES AND DESCRIPTION OF PROGRAM:

This program is intended to provide students with the knowledge, skills, and experience to get a job as a data scientist – which requires a mix of software engineering, statistical understanding, and the ability to apply both skills in new and challenging domains. Students will learn how to gather data, apply statistical analysis to answer questions with that data, and make their insights and information as actionable as possible.

On-Campus Attendance Policy: The classroom instructor maintains the attendance roster. The attendance roster is kept at the school at all times. Attendance will be taken at the beginning of each class.

SECTION C: PROGRAM COSTS

Tuition: \$15,000

Other Expenses for Software Engineering and Data Science: There are no other tuition or fees involved. However, you must supply your own laptop computer within the specifications outlined in the Catalog, but there are no other required books or supplies.

Other Expenses for UX/UI Design programs: Students will be required to pay approximately \$120 during the first phase of the program to third-party vendors for necessary design software packages (prices subject to change). This charge is not considered tuition.

TOTAL COST: \$15,000

Note: No credit is granted for required pre-work; students must successfully complete the assessment at the end of each module before moving on to the next module.

SECTION D: METHOD OF PAYMENT

Method of Payment (check payment method and option)

No interest is charged by Flatiron School LLC. (Third parties may charge for financing options).

Options for payment (please select your choice):

1. ____ Income Share Agreement ("ISA") Program*: Student makes an initial up-front payment to enroll in the program (the "Up-Front Student Contribution") and enters into an Income Share Agreement with the school. Pursuant to the ISA, the remaining cost of tuition, ("ISA Tuition Credit Amount"), will be credited to Flatiron on the student's behalf and the student, in order to fulfill his/her obligation under the ISA, agrees to repay Flatiron in monthly installments based on a fixed percentage of the student's monthly earned income. **Only available in select markets.* See www.flatironschool.com for more details.

2. ____ Upfront Plan: Student makes an initial up-front deposit of \$500 within seven (7) days of notification of acceptance. Student pays the total tuition amount, less the \$500 deposit, before the first day of the program. Students choosing this payment option may pay by credit card, debit card, or wire transfer.

3. ____ Third Party Financing: Student makes an initial up-front deposit within seven (7) days of notification of acceptance (or immediately upon acceptance if student's cohort start date is within fewer than seven (7) days). Student seeks to finance his/her tuition through a third party and arranges to pay the remainder of the tuition through a third party.

4. ☒ ____ Other payment arrangements made between the student and Flatiron School. Any such payment arrangements agreed between the student and Flatiron School shall be reflected on accompanying documents.

Please note: Flatiron School reserves the right to change pricing terms on a prospective basis with respect to any program at any time. If Flatiron School raises a price with respect to a given program, and you have selected a program requiring periodic payments or commenced a module under that program before the effective date of that price increase, Flatiron School will honor your original price.

Student's Right to Rescind

Students studying on-campus who cancel this contract by notifying the school within seven (7) calendar days of signing the enrollment agreement, but prior to instruction, are entitled to a full refund of all tuition paid.

Students studying online who cancel this contract by notifying the school within 14 calendar days of signing the enrollment agreement, but prior to instruction, are entitled to a full refund of all tuition paid.

General Refund Policy

In the case of students withdrawing after commencement of classes, the school will retain a percentage of tuition as described in the tables below. The refund is based on the earliest of the last date of attendance or the date of dismissal or withdrawal. If a student withdraws during or after repeating a module, the student will be provided a pro rata refund based on their initial start date in the program.

1. The student may cancel this contract at any time prior to:
 - a. On-Campus students: midnight of the seventh (7th) business day after signing this contract, or 6PM on the first day of class, whichever is later by emailing admissions@flatironschool.com.
 - b. Online students: midnight of the 14th business day after signing this contract by emailing admissions@flatironschool.com.
2. All refunds will be made within 30 days from the date of dismissal or withdrawal. The student's official date of dismissal or withdrawal shall be determined in the following manner:
 - a. The date on which the school receives notice of the student's intention to discontinue the training program; or
 - b. The date on which the student violates published school policy which provides for dismissal.
 - c. Should a student fail to return from an excused leave of absence, the effective date of dismissal for a student on an extended leave of absence or a leave of absence is the earlier of the date the student is not returning or the day following the expected return date.
3. The policy for granting credit for previous training shall not impact the refund policy.
4. In the event of a conflict between the foregoing general refund policy and applicable state law, the amount of your refund (if any) will be determined under applicable state law.
5. Students residing in states where Flatiron School does not have a physical campus will be subject to the New York refund schedules outlined in the catalog.

Washington D.C. Students Only: The student will receive a full refund of tuition and fees paid if the school discontinues the program within a period of time a student could have reasonably completed it, except that this provision shall not apply in the event the school ceases operation.

Refund Policy for Students Called to Active Military Service

A student who withdraws from the school as a result of the student being called to active duty in a military service of the United States (including any State's National Guards) may elect one of the following options for each program in which the student is enrolled:

1. If tuition and fees are collected in advance of the withdrawal, Flatiron School will provide a pro rata refund of any tuition, fees, or other charges paid by the student for the program and a cancellation of any unpaid tuition, fees, or other charges owed by the student for the portion of the program the student does not complete following withdrawal;
2. Flatiron School will apply a grade of incomplete with the designation "withdrawn-military" for the program and will provide the right to re-enroll in the program, or a substantially equivalent program if that program is no longer available, not later than the first anniversary of the date the student is discharged from active military duty without payment of additional tuition, fees, or other charges for the program other than

- any previously unpaid balance of the original tuition, fees, and charges for books for the program; or
3. The assignment of an appropriate final grade or credit for the program, but only if the instructor or instructors of the program determines that the student has:
 - a. Satisfactorily completed at least 90 percent of the required coursework for the program; and
 - b. Demonstrated sufficient mastery of the program material to receive credit for completing the program.
 4. If affected individuals withdraw from a program as a result of such active duty or active service, Flatiron School will make every effort to minimize deferral of enrollment or reapplication requirements and will provide the greatest flexibility possible with administrative deadlines related to those applications.

SECTION E: GROUNDS FOR TERMINATION

A student's enrollment can be terminated at the discretion of the school for insufficient academic progress as defined in the current school catalog, non-payment of academic costs, or failure to comply with rules and policies established by the institution as outlined in the catalog and this agreement.

SECTION F: TERMS OF MONEY-BACK GUARANTEE

Because Flatiron School is committed to helping students receive a job offer in their field of study, certain programs offered by Flatiron School include job search assistance and/or a tuition refund or waiver, as applicable ("Money-Back Guarantee").

In the event that you are enrolling in a Money-Back Guarantee qualifying program, as evidenced on page one of this Enrollment Agreement, the Money-Back Guarantee Terms and Conditions, which you hereby acknowledge that you have received and executed in the form set forth as Exhibit A to this Enrollment Agreement, shall govern the administration of Flatiron School's obligations under the Money-Back Guarantee. You acknowledge that the Terms and Conditions of the Money-Back Guarantee form a part and are incorporated fully into this Enrollment Agreement.

SECTION G: MISCELLANEOUS PROVISIONS

For students residing in the United States, this Enrollment Agreement (including the school catalog, all exhibits, addenda and items incorporated herein) shall be governed by and construed in accordance with the laws of the State of your residence. For all other students, this Enrollment Agreement (including the school catalog, all exhibits, addenda and items incorporated herein) shall be governed by and constructed in accordance with the laws of the State of New York. In the event any provision of this Enrollment Agreement (including any provision of the school catalog, or of any exhibits, addenda and items incorporated herein) are deemed invalid or unenforceable, then such provision shall be deemed severable and the remaining provisions hereof shall remain in full force and effect. Flatiron School reserves the right to withhold a student's transcript or certificate of completion until the student has satisfied all program completion requirements as outlined in the catalog.

AGREEMENT NOTICE: This agreement will be binding only when it has been fully completed, signed, and dated by the student and an authorized representative of the school prior to the time instruction begins.

CHANGES TO AGREEMENT NOTICE: Any changes in the agreement will not be binding on either the student or the school unless such changes are acknowledged in writing by an authorized representative of the school and by the student.

CONSENT TO CONTACT: You agree that the school, its employees, agents and representatives may contact you at the telephone and e-mail addresses (including cell phone numbers) listed in Section A above and at any additional or subsequent phone numbers or e-mail addresses provided to us, by any means including by automated dialing technology, for purposes of administering your student account, collection of any debt owed the school, for marketing or telemarketing purposes or to receive other information from the school. You may withdraw your consent as to telephone marketing by submitting a

request in writing to the school.

NOTICE TO THE STUDENT AS BUYER: Do not sign this agreement before you read it or if it contains any blank spaces. This is a legal instrument. All pages of the contract are binding. You are entitled to an exact copy of the agreement, school catalog and any other papers you sign. You are required to sign a statement acknowledging receipt of those.

* * *

SECTION H: STUDENT ACKNOWLEDGEMENTS

1. I understand that the school does not guarantee transferability of credit and that in most cases, credits or coursework are not likely to transfer to another institution. In cases where transferability is guaranteed, Flatiron School must provide me copies of transfer agreements that name the exact institution(s) and include agreement details and limitations.

Student Initials Bl

2. I understand that the school does not guarantee job placement to graduates upon program completion.

Student Initials Bl

3. I have received a copy of the catalog.

Student Initials Bl

4. I have received, read, understand and agree to the conditions outlined under the Money-Back Guarantee terms and conditions incorporated into this Enrollment Agreement (if applicable) and I understand that this commitment by the school is not a guarantee of employment.

Student Initials Bl

The above listed school and student enter into an agreement under which the student will pay tuition and fees as indicated in this document as well as adhere to the school's policies and Code of Conduct as set forth in the school catalog. The school will instruct the student in the curriculum listed in the catalog in accordance with the applicable laws and regulations.

Student Signature ben atkin Date 1/16/2020

I hereby acknowledge receipt of the school's catalog, which contains additional information describing programs offered, school policies and procedures, academic requirements and equipment or supplies provided. The school catalog is included as part of this enrollment agreement and hereby incorporated by reference. I acknowledge that I have received and reviewed a copy of this catalog. This agreement and the catalog and any exhibits or addenda constitute a binding contract between the school and the Student, and no further modification or representation except as herein expressed by both parties will be recognized.

Student Signature ben atkin Date 1/16/2020

Authorized Agent Signature Annette Doskow Date 1/16/2020

SECTION I: STATE-SPECIFIC ACKNOWLEDGMENTS

For Students in California:

Please review and confirm your acknowledgement of the following policies and/or disclosures:

1. The tuition includes access to all materials needed to complete the program. There are no other tuition or fees involved except the Student Tuition Recovery Fee. However, students must supply their own laptop computer within the specifications outlined in the Catalog.
2. Students have the right to cancel the enrollment agreement and obtain a refund of charges paid through attendance at the first-class session, or the seventh day after enrollment, whichever is later.
 - a. To cancel, submit written notice to Flatiron School at admissions@flatironschool.com. Cancellation is effective on the date written notice of cancellation is received. The institution shall make the refund pursuant to section 71750 of the Bureau's Regulations. If Flatiron School sent any physical copies of the first lesson and materials before an effective cancellation notice was received, the school shall make a refund within 45 days after the student's return of the materials.
 - b. If the student has received federal student financial aid funds, the student is entitled to a refund of monies not paid from federal student financial aid program funds.
 - c. Furthermore, if the student is eligible for a loan guaranteed by the federal or state government and the student defaults on the loan, both of the following may occur: 1) The federal or state government or a loan guarantee agency may take action against the student, including applying any income tax refund to which the person is entitled to reduce the balance owed on the loan. 2) The student may not be eligible for any other federal student financial aid at another institution or other government assistance until the loan is repaid.
3. The transferability of credits students earn at Flatiron School is at the complete discretion of an institution to which they may seek to transfer. If the certificate that students earn at this institution is not accepted at the institution to which they seek to transfer, students may be required to repeat some or all of their coursework at that institution. For this reason, students should make certain that their attendance at this institution will meet their educational goals. This may include contacting an institution to which the student may seek to transfer after attending Flatiron School to determine if their certificate will transfer.
 - a. Flatiron School does not offer any programs for credit and does not measure its programs in traditional academic "credit hours." As such, Flatiron School does not guarantee the transferability of its coursework to any other institution unless there is a written agreement with that institution.
4. Although career services are provided, the school cannot guarantee a job to any student or graduate. See the Career Service Commitment for the terms of the Flatiron School money-back guarantee.
5. Prior to signing this enrollment agreement, students must be given a catalog or brochure and a School Performance Fact Sheet, which they are encouraged to review prior to signing this agreement. These documents contain important policies and performance data for this institution.
 - a. This institution is required to have students sign and date the information included in the School Performance Fact Sheet relating to completion rates, placement rates, license examination passage rates, salaries or wages, and the most recent three-year cohort default rate, if applicable, prior to signing this agreement.
6. The State of California established the Student Tuition Recovery Fund ("STRF") to relieve or mitigate economic loss suffered by a student in an educational program at a qualifying institution, who is or was a California resident while enrolled, or was enrolled in a residency program, if the student enrolled in the institution, prepaid tuition, and suffered an economic

loss. Unless relieved of the obligation to do so, the student must pay the state-imposed assessment for the STRF, or it must be paid on their behalf, if they are a student in an educational program, who is a California resident, or are enrolled in a residency program, and prepay all or part of their tuition. Students are not eligible for protection from the STRF and are not required to pay the STRF assessment, if they are not a California resident, or are not enrolled in a residency program.

7. Any questions a student may have regarding this enrollment agreement that have not been satisfactorily answered by the institution may be directed to the Bureau for Private Postsecondary Education at 2535 Capitol Oaks Drive, Suite 400, Sacramento, CA 95833, www.bppe.gov, (888) 370-7589 or by fax (916) 263-1897.
8. A student or any member of the public may file a complaint about this institution with the Bureau for Private Postsecondary Education by calling (888) 370-7589 toll-free or by completing a complaint form, which can be obtained on the bureau's internet web site (www.bppe.ca.gov).

I certify that I have received the catalog, School Performance Fact Sheet, and information regarding completion rates, placement rates, license examination passage rates, salary or wage information, and the most recent three-year cohort default rate, if applicable, included in the School Performance Fact sheet, and have signed, initialed, and dated the information provided in the School Performance Fact Sheet.

Student Initial_____

I certify that I have read, understand, and acknowledge the above policies and disclosures.

Student Initial_____

For Students in Colorado:

Please review and confirm your acknowledgement of the following policies and/or disclosures:

1. Attempting to resolve any issue with Flatiron School first is strongly encouraged in accordance with the grievance resolution process outlined in the catalog. Student complaints may be brought to the attention of the Division of Private Occupational Schools online at <http://higher.ed.colorado.gov/dpos>, 303-862-3001, or 1600 Broadway, Suite 2200, Denver, CO 80202. Complaints or claims pursuant to §§ 23-64-121(4)(a) or 23-64-124, C.R.S., may be filed in writing with the Board within two years after the student discontinues his or her training at the school, or at any time prior to the commencement of training. Students must file all complaints in writing.
 - a. No action regarding third party complaints (a student, enrollee, or parent or guardian of the student or enrollee claiming loss of tuition or fees) is required, except as required by §23-64-121(4)(a), C.R.S.

I certify that I have read, understand, and acknowledge the above policies and disclosures.

Student Initial_____

For Students in Illinois:

Please review and confirm your acknowledgement of the following policies and/or disclosures:

1. Do not sign this agreement before you have read it or if it contains any blank spaces.
2. This agreement is a legally binding instrument and is only binding when the agreement is accepted, signed, and dated by the authorized official of the school or the admissions officer at the school's principal place of business. Read all pages of this contract before signing.
3. You are entitled to an exact copy of the agreement and any disclosure pages you sign.

4. This agreement and the school catalog constitute the entire agreement between the student and the school.
5. Any changes in this agreement must be made in writing and shall not be binding on either the student or the school unless such changes have been approved in writing by the authorized official of the school and by the student or the student's parent or guardian. All terms and conditions of the agreement are not subject to amendment or modification by oral agreement.
6. The school does not guarantee the transferability of credits to another school, college, or university. Credits or coursework are not likely to transfer; any decision on the comparability, appropriateness and applicability of credit and whether credit should be accepted is the decision of the receiving institution.
7. I understand that complaints, which cannot be resolved by direct negotiation with the school in accordance to its written grievance policy, may be filed with the Illinois Board of Higher Education, 1 N. Old State Capitol Plaza, Suite 333, Springfield, IL 62701 or at www.ibhe.org.

I certify that I have read, understand, and acknowledge the above policies and disclosures.

Student Initial_____

For Students in New York:

Please review and confirm your acknowledgement of the following policies and/or disclosures:

Flatiron School's New York campuses utilize the class schedule listed below.

DAYS/EVENINGS CLASS MEETS: Monday through Friday
 TIME CLASS BEGINS: 9:00 AM
 TIME CLASS ENDS: 6:00 PM
 LUNCH BREAK: 12:00PM – 1:00PM
 ADDITIONAL BREAKS: 10:30AM-11:00 AM; 3:00PM – 3:30PM
 DAILY INSTRUCTIONAL HOURS: 7
 WEEKLY INSTRUCTIONAL HOURS: 35

Flatiron School's New York campuses and online programs utilize the refund schedule listed below.

On-Campus Refund Schedule: New York

Programs: Software Engineering, Data Science, Cybersecurity Analytics

Date of Withdrawal	Student Refund Percentage Tuition
Prior to or during the first week	100%
During the second week	75%
During the third week	50%

During the fourth week	25%
After the fourth week through week 10	0%

On-Campus Refund Schedule: New York
Programs: UX/UI Design: 2 Quarters of 12 Weeks

First Quarter (Week 1-12)

Date of Withdrawal	Student Refund Percentage of Quarter's Tuition (\$8,500)
Prior to or during the first five weeks	100%
During the sixth week	82%
During the seventh week	75%
During the eighth week	50%
During the ninth week	25%
After the tenth week through week 12	0%

Subsequent Quarter (Week 13-24)

Date of Withdrawal	Student Refund Percentage of Quarter's Tuition (\$8,500)
Prior to or during week 13	75%
During week 14	50%

During week 15	25%
After week 16 through the end of the program	0%

Online Refund Schedule: New York

Programs: Full-Time Online Software Engineering, Data Science, UX/UI Design; Part-Time Online Software Engineering, Data Science, UX/UI Design; Self-Paced Software Engineering and Data Science

- A. A student who cancels within 14 calendar days of signing the enrollment agreement and beginning the program receives all monies returned with the exception of the non-refundable registration fee.
- B. Thereafter the student will be liable for:
 - a. The non-refundable registration fee plus
 - b. The cost of any textbook or supplies accepted plus
 - c. Tuition liability for used modules. Tuition liability is determined on a pro-rata basis based on the student's deposit and tuition balance. Students shall be refunded the tuition pursuant to New York State Personal Property Law section 412-a.

I certify that I have read, understand, and acknowledge the above policies and disclosures.

Student Initial_____

I have received a copy of the Student Disclosure Material in the catalog.

Student Initials _____

The agent who enrolled me was: Annette Doskow NY Cert. #: 2667

For Students in Texas:

Please review and confirm your acknowledgement of the following policies and/or disclosures:

- Flatiron School is approved and regulated by the Texas Workforce Commission, Career Schools and Colleges, Austin, Texas.
- 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.
- In all cases, refunds will meet or exceed the requirements of TEC, §§132.061 and 132.0611 and TAC Chapter 807, Subchapter N.

I certify that I have read, understand, and acknowledge the above policies and disclosures.

Student Initial_____

EXHIBIT A:**Money-Back Guarantee Terms and Conditions***Overview*

Because Flatiron School is committed to helping you receive a job offer in your field of study, certain programs offered by Flatiron School include job search assistance ("*Career Coaching*") and/or a tuition refund or waiver, as applicable ("*Money-Back Guarantee*").

A program that provides a Money-Back Guarantee is hereafter referred to as a "*Money-Back Guarantee Qualifying Program*".

For purposes of this Money-Back Guarantee Terms and Conditions, "*you*" or "*student*" means the individual signing below as "Student," and "*we*" or "*us*" means Flatiron School. These Money-Back Guarantee Terms and Conditions form a part of, and are incorporated into, your Enrollment/Enrolment Agreement, and are therefore subject to the terms and conditions of that agreement.

Eligible Programs

[The following Flatiron School programs are currently Money-Back Guarantee Qualifying Programs](#)

(please note that this list is subject to change and you should confirm applicability prior to registration). If you have questions regarding whether the program that you intend to enroll in is a Money-Back Guarantee Qualifying Program, you should email studentservices@flatironschool.com to inquire prior to registering. In order for the below terms to apply, a Student's enrollment/enrolment agreement (of which these Money-Back Guarantee Terms and Conditions form a part) must specifically signify that the Student's program is covered as a Money-Back Guarantee Qualifying Program.

In the event that you enroll in a Money-Back Guarantee Qualifying Program, the Money-Back Guarantee Terms and Conditions outlined below shall apply. Failure to satisfy any of the Terms and Conditions will result in a forfeiture of the Money-Back Guarantee.

The Money-Back Guarantee

If you: (i) enroll in a Money-Back Guarantee Qualifying Program, (ii) fully comply with the job search requirements specified below, and (iii) do not receive a Qualifying Job Offer (as defined below) within 180 calendar days of your Job Search Start Date (as defined below), you will be eligible for a full tuition refund or waiver, as applicable.

Eligibility for Money-Back Guarantee

Eligibility for the Money-Back Guarantee in connection with a particular Money-Back Guarantee Qualifying Program, is contingent upon all of the following Terms and Conditions being true throughout the entire period following matriculation:

- A. You must not have received and accepted a Qualifying Job Offer (defined below).

Eligibility for the Money-Back Guarantee in connection with a particular Money-Back Guarantee Qualifying Program, is contingent upon all of the following Terms and Conditions being true throughout the entire period following graduation:

- A. You must be 21 years of age or older;
- B. You must be proficient in both spoken and written English;
- C. You must complete all of the assignments and steps that appear on the Career Services Management Platform, and complete all required reading assigned by your Career Coach,

- prior to your Job Search Start Date;
- D. You must notify the Flatiron School Career Services Team in writing of your chosen Job Search Start Date within 60 calendar days of graduation from the applicable Money-Back Guarantee Qualifying Program;
 - E. You must complete up to three (3) mock interviews with your Career Coach or other Flatiron School representative (if requested);
 - F. You must comply with the cancellation policy for all scheduled interviews and meetings, as set forth in the Career Services Policy that is included with the Student Catalog/Catalogue;
 - G. You must notify your Career Coach within one (1) business day of receipt of any job offer, including the date of the job offer, name and address of the entity extending the offer, and the title and compensation rate of the position being offered;
 - H. You must not have received a Qualifying Job Offer (defined below).

Eligibility for the Money-Back Guarantee in connection with a particular Money-Back Guarantee Qualifying Program, is contingent upon all of the following Terms and Conditions being true throughout the entire Job Search Period (defined below):

- A. You must reside in, and be legally authorized to work in, a country where Flatiron School has a [physical campus](#);
- B. You must be legally authorized to work in the country of your residence for at least two (2) consecutive years from and after your Job Search Start Date;
- C. You must be willing to work in person within a sixty (60) minute commuting distance from the main work or residence address from which you are job-seeking, and be willing to work remotely;
- D. You must demonstrate “good faith efforts” (as determined at the sole discretion of your Career Coach and the Career Services Team) towards an active job search for a Qualifying Job Offer (defined below);
- E. You must be responsive to communications from the Career Services Team, including but not limited to responding to all Career Coaching communications and Employer Partnerships communications, in each instance, within three (3) business days;
- F. You must be available, if requested, to meet with your Career Coach once per week;
- G. You must be available, if invited, to interview for a minimum of three interviews per week;
- H. You must submit responses to any code challenges associated with any job application on-time or within one week of receipt if due date is not specified;
- I. On a weekly basis, [you must make contact with at least eight \(8\) individuals](#), verified by first, last name and title, at prospective employers within your field of study with respect to the Money-Back Guarantee Qualifying Program (recording evidence of such contact to be furnished upon request by Flatiron School) and update your job-search tracking tool with a written summary of all such job search activities;
- J. On a weekly basis, you must post at least one (1) written or video blog post (containing your original thoughts and ideas, providing all appropriate citations and references to third-party content from other sources), focused on a topic in your field of study with respect to the Money-Back Guarantee Qualifying Program, on a public URL that can be verified by Flatiron School;
- K. For students enrolled in a course in the software engineering or data science fields of study, you must post at least five (5) GitHub contributions per week to your public GitHub profile;
- L. For students enrolled in a course in the design field of study, you must either (i) complete one (1) extra credit assignment from your curriculum each week, (ii) complete three (3) modules in the track outside your specialization each week, or (iii) [start one \(1\) design challenge from one of the approved web pages each week](#);
- M. For students enrolled in a course in the cybersecurity analytics field of study, you must complete 2 levels of the [Over The Wire - Bandit](#) challenge per week. Once complete with all levels of Bandit, you must complete 1 level per week of [Over The Wire - Leviathan](#). At the completion of each level, provide a screen grab of the successful completion notification from the Over The Wire website to Flatiron School for review.

- N. For students enrolled in a course in the cybersecurity engineering field of study, you must complete 1 level of the [Over The Wire - Leviathan](#) challenge per week. Once complete with all levels of Leviathan, you must complete 1 level of the following Over The Wire challenges per week in this order: [Narnia](#), [Behemoth](#) & [Utumno](#). At the completion of each level, provide a screen grab of the successful completion notification from the Over The Wire website to Flatiron School for review.

The term “*Job Search Start Date*” is defined as the date that you formally commenced your job search. The Job Search Start Date must be within 60 calendar days after the date on which you successfully graduated from your Money-Back Guarantee Qualifying Program. As outlined above, in order to be eligible for the Money-Back Guarantee, you must formally declare your Job Search Start Date by notifying the Career Services Team in writing of your chosen Job Search Start Date within 60 calendar days of graduation from the applicable Money-Back Guarantee Qualifying Program.

The term “*Job Search Period*” means the 180 calendar day period following the commencement of your Job Search Start Date.

The term “*Qualifying Job Offer*” means an offer of a job that is:

- a. For a position as an employee, apprentice, intern or independent contractor;
- b. Paid, including in cash;
- c. Anticipated to be an average of 30 hours or more per week, or multiple offers for part-time work constituting the equivalent of an average of 30 hours or more per week;
- d. Anticipated to be at least four (4) weeks in duration; and
- e. [A position in your field of study with respect to the applicable Money-Back Guarantee Qualifying Program.](#)

For the avoidance of doubt, if any Qualifying Job Offer is contingent upon a background check or drug test in order for a candidate to be considered, and such Qualifying Job Offer is revoked due to your failure or refusal to satisfy such requirements, you will not be eligible for any tuition refund or waiver, as applicable.

Termination of Eligibility for the Money-Back Guarantee

Your eligibility for the Money-Back Guarantee will terminate upon the earlier of: (i) your receipt of a Qualifying Job Offer; (ii) termination by Flatiron School due to your failure to comply fully with these Terms and Conditions; and/or (iii) the expiration of the 180 day period immediately following your Job Search Start Date.

Seeking a Tuition Refund or Waiver

If you believe that you are eligible for a tuition refund or waiver, as applicable, due to failure to obtain a Qualifying Job Offer within the Job Search Period and the satisfaction of the other Terms and Conditions set forth herein, you must email: placements@flatironschool.com no later than 187 calendar days after your Job Search Start Date to request a refund or waiver, as applicable. This email must set forth the following: (a) your full name and contact information (address, phone number, email address); and (b) certifying that you (i) successfully graduated from the relevant Money-Back Guarantee Qualifying Program; (ii) met all job search requirements (and any other applicable requirements) and satisfied all of the Terms and Conditions set forth herein; (iii) were unable to obtain a Qualifying Job Offer within 180 days of Job Search Start Date; and (iv) are entitled to a full tuition refund or waiver, as applicable, pursuant to these Terms and Conditions.

Flatiron School will review tuition refund and waiver requests and may seek from you further information and verification relating to your request, which you must provide within five (5) business days of Flatiron School's request for information. If Flatiron School determines that you are entitled to a tuition refund under these Terms and Conditions, a refund will be issued to you (without interest), typically within 30

business days after receipt of your refund request (or, if Flatiron School sought from you further information and verification relating to your request, within 30 business days after receipt by Flatiron School of such information and verification).

If Flatiron School determines that you are entitled to a tuition refund or waiver under these Terms and Conditions:

- A. Subject to paragraph C below, your repayment obligations with respect to any amount of total tuition from the applicable Money-Back Guarantee Qualifying Program that remains unpaid pursuant to an income share agreement, payment plan, loan or similar agreement, will be appropriately adjusted;
- B. Any amount of total tuition that has been paid (net of any scholarships, grants or similar instruments) with respect to the applicable Money-Back Guarantee Qualifying Program will be refunded to you within 30 business days after receipt of your waiver request (or, if Flatiron School sought from you further information and verification relating to your request, within 30 business days after receipt by Flatiron School of such information and verification); and
- C. Your full tuition refund will not include a refund of any interest, fees, or other payments (other than principal payments) in connection with income share agreements, payment plans, loans or similar agreements.

For the avoidance of doubt, the tuition refund or waiver, as applicable, shall not apply to any fees or penalties owed by you pursuant to an income share agreement, payment plan, loan or similar agreement, and any refund proceeds will first be applied to pay down any fees and penalties which may be owed, with any excess then returned to you.

Following the request and processing of a tuition refund or waiver, as applicable, Flatiron School reserves the right to revoke services and supports, including but not limited to:

- A. New-Graduate Career Services support
- B. Alumni Career Services support, including limited Career Coaching meetings and limited consideration for opportunities through Employer Partnerships following placement in your first job
- C. Access to Flatiron School's campus or campuses
- D. Access to Flatiron School's paid online curriculum
- E. Your Flatiron School email alias
- F. Access to Flatiron School's student and alumni communication channels
- G. Access to any WeWork services provided as a result of your Flatiron School alumni status

These Money-Back Guarantee Terms and Conditions contain the entire agreement between you and Flatiron School with respect to the matters contemplated hereunder, and supersede all negotiations, representations, warranties, commitments, offers, contracts and writings prior to the date hereof. No waiver and no modification or amendment of any provision of this Agreement shall be effective unless specifically made in writing and duly signed by you and Flatiron School.

The respective rights and obligations of the parties hereto shall not be assignable; *provided, however*, that Flatiron School may assign all or part of its respective rights under this Agreement and delegate all or part of its respective obligations under this Agreement to one or more of its affiliates or any successor in interest. If any provision hereof shall be held invalid or unenforceable by any court of competent jurisdiction or as a result of future legislative action, such holding or action shall be strictly construed and shall not affect the validity or effect of any other provision hereof.

These Money-Back Guarantee Terms and Conditions shall be governed by the governing law set forth in the Student's enrollment/enrolment agreement.

Nothing herein is intended to establish a fiduciary relationship, partnership or joint venture between you and Flatiron School.

* * *

Acknowledged and agreed by Student:

Flatiron Agent Signature:

DocuSigned by:
ben atkin
(Student Signature)
1/16/2020
(Printed Name)

Annette Doskow
(Signature)
1/16/2020
Date: _____

EXHIBIT B:

Age and Education Attestation

I hereby certify that I am 18 years of age or older and have earned at least a high school diploma or equivalent (e.g. GED or homeschool high school diploma).

Student Signature ben atkin Date 1/16/2020

ADDENDUM A:

**Flatiron School LLC
1411 4th Avenue
Seattle, WA 98101
888-958-0569**

NOTICE OF FINANCIAL OBLIGATION

Washington law requires the following information to be supplied to each student enrolling in a private vocational school licensed under RCW 28C.10. One copy of this notice bearing original signatures must be attached by the school as an addenda to that individual's enrollment agreement and a copy must be provided to the enrollee by the school.

ACKNOWLEDGMENT BY ENROLLEE

1. I understand and accept that any contract for training I enter into with the above named school contains legally binding obligations and responsibilities.
2. I understand and accept that repayment obligations will be placed upon me by any loans or other financing arrangements I enter into as a means to pay for my training.
3. I understand that any enrollment contract I enter into will not be binding or take effect for at least five days, excluding Sundays and holidays, following the last date such a contract is signed by the school and myself, provided that I have not entered classes sooner.

Name (Please print): _____

Signed: _____

Date: _____

ACKNOWLEDGMENT BY SCHOOL

Prior to being enrolled in this school, the applicant whose name and signature appears below has been made aware of the legal obligations he/she takes on by entering into a contract for training. Those discussions included cautions by the school about acquiring an excessive debt burden that might become difficult to repay given employment opportunities and average starting salaries in his/her chosen occupation.

Signed: Annette Doskow

Title: Senior Director of Admissions

Date: _____

ADDENDUM B:

Flatiron School LLC
1411 4th Avenue
Seattle, WA 98101
888-958-0569

HOW TO FILE A COMPLAINT

Washington law requires private vocational schools to inform students how to file a complaint. By signing this form you acknowledge this process has been explained to you. Below are the next steps the school must take in discussing this policy with you, along with information about the complaint process.

DISCUSSION ABOUT COMPLAINT POLICY REQUIRED

First, a school representative must discuss the school's complaint policy with you. Following this discussion, you will be provided with this attachment to sign. After you sign this form, the school will give you a copy for your personal records. The school will also keep a copy on file.

ACKNOWLEDGMENT OF COMPLAINT PROCESS BY STUDENT

1. The school has described the grievance and/or complaint policy to me.
2. I understand that the policy can also be found in the school catalog.
3. I know I should first try to resolve a complaint or concern with my instructor or school administrator.
4. I understand nothing prevents me from contacting the Workforce Board at 360-709-4600 at any time with a concern or complaint, and complaint forms are:
http://wtb.wa.gov/PCS_Complaints.asp.
5. I understand that I have one year to file a complaint from my last date of attendance.
6. I further understand that in the event of a school closure, I have 60 days to file a complaint.
7. I also understand that complaints are public records.
8. Finally, I acknowledge that details about the complaint process, my rights, and any restrictions on the time I have to file a complaint can be found at http://wtb.wa.gov/PCS_Complaints.asp

Name: _____ Signature: _____

Date: _____

ACKNOWLEDGMENT BY SCHOOL

Prior to being enrolled in this school, the applicant, whose name and signature appear above, has been made aware of the school's complaint policy.

Name: Annette Doskow Signature: Annette Doskow

Title: Senior Director of Admissions

Date: _____

ADDENDUM C:

**Flatiron School LLC
316 West 12th Street
Austin, TX 78701**

**Flatiron School LLC
708 Main Street
Houston, TX 77002**

Buyer's Right to Cancel

Please detach this page upon signing your enrollment agreement.

BUYER'S RIGHT TO CANCEL

Date of Transaction _____

You may cancel this transaction, without any penalty or obligation, and a full refund will be made to any student who cancels the enrollment contract within three business days (until midnight of the third day excluding Saturdays, Sundays and legal holidays) after the enrollment contract is signed.

If you cancel, any payments made by you under the enrollment contract will be returned within 30 business days following receipt by the school of your cancellation notice.

To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice or any other written notice within three business days of signing this agreement.

I hereby cancel this transaction.

Signature of Buyer

Date of Signature

ADDENDUM D:

GNPEC Student Disclosure Form

Name of School: Flatiron School LLC.

Address of School: 1175 Peachtree Street NW, Atlanta, GA 30361

1. Enrollment Agreement & Catalog

I have read and received a copy of the enrollment agreement, or equivalent document, and the school catalog. I understand that the terms and conditions of these documents are not subject to amendment or modification by oral agreements.

_____Student's Initials

2. School Outcomes

I have read and received a copy of the school's self-reported, unaudited retention, graduation, and placement rates for the preceding year as well as the most recent Georgia licensure test results, if applicable, for the program I am entering.

_____Student's Initials

3. Employment

I understand that upon successful completion of my training program, this school will provide placement assistance. However, I understand that the school does not guarantee any graduate a job. I have not been guaranteed employment to earn a specific salary range upon graduation.

_____Student's Initials

4. Refund Policy

I have reviewed the refund policy provided in the catalog and am aware that the institution attests to the fact that this policy meets the Minimum Standards set forth by the Georgia Nonpublic Postsecondary Education Commission.

_____Student's Initials

5. Complaint Procedure

I have reviewed the complaint procedure provided in the catalog and am aware that, after exhausting the institution's procedure, I have the right to appeal the institution's complaint determination to the Georgia Nonpublic Postsecondary Education Commission.

_____Student's Initials

6. Authorization and Accreditation Status

I understand that the institution in which I am enrolling has been issued a Certificate of Authorization by the Georgia Nonpublic Postsecondary Education Commission. This status indicates that the institution has met the Minimum Standards established by Georgia Code (§20-3-250.6). Although authorized, I understand that this institution is not accredited by a U.S.-based accrediting association recognized by the United States Secretary of Education; therefore, I am not eligible for Federal Student Aid. Additionally, as is the case with all postsecondary institutions, both accredited and unaccredited, there is no guarantee that my credits will transfer to another institution.

_____Student's Initials

Student's Signature: _____ Date: _____

School Representative's Signature: Annette Doskow Date: _____

**Student must receive a copy of this form, and a copy must be kept in the student's file*

ADDENDUM E:

Flatiron School LLC
515 N. State Street
Chicago, IL 60654
888-958-0569
<https://flatironschool.com>

ENROLLMENT AGREEMENT ADDENDUM

CONSUMER INFORMATION

Flatiron School LLC is a new school in Illinois as of 2018 and has no data to report; once it has reportable data, the following data will be disclosed clearly and conspicuously on its website, school catalog and as an addendum to the Enrollment Agreement.

- The number of students who were admitted in the program as of July 1 of that reporting period.
- The number of additional students who were admitted in the program during the next 12 months and classified in one of the following categories: new starts, re-enrollments, and transfers into the program from other programs at the school.
- The total number of students admitted in the program during the 12-month reporting period.
- The number of students enrolled in the program during the 12-month reporting period who: transferred out of the program and into another program at the school, completed or graduated from a program, withdrew from the school, and are still enrolled.
- The number of students enrolled in the program who were: placed in their field of study, placed in a related field, placed out of the field, not available for placement due to personal reasons, and not employed.
- The number of graduates who obtained employment in the field who did not use the school's placement assistance during the reporting period (pending reasonable efforts to obtain this information from graduates).
- The average starting salary for all school graduates employed during the reporting period (pending reasonable efforts to obtain this information from graduates).

The student acknowledges receiving a copy of this Addendum to the Enrollment Agreement, prior to signing this contract. The student by signing this contract acknowledges that he/she has read this contract, understands the terms and conditions, and agrees to the conditions outlined in this contract. It is further understood that this agreement supersedes all prior or contemporaneous verbal or written agreements and may not be modified without the written agreement of the student and the School Official. The student and the school will retain a copy of this agreement.

Student's Signature: _____ Date: _____

School Representative's Signature: Annette Doskow Date: _____