

INCOME SHARE AGREEMENT (ISA) ONLINE ENROLLMENT

Dear Participant:

Thank you for your interest in entering into an Income Share Agreement (the “ISA” or the “Agreement”) in connection with your enrollment one of the following online program provided by the Flatiron School:

- Full-Time Online Software Engineering
- Part-Time Online Software Engineering
- Full-Time Online Data Science
- Part-Time Online Data Science
- Full-Time Online UX Design
- Part-Time Online UX Design
- Full-Time Online UI Design
- Part-Time Online UI Design

This online enrollment e-document includes the following:

1. A participant disclosure statement (“Participant Disclosure Statement”) which provides a summary overview of the key terms of the ISA. See Part 1 starting on page 3.
2. “Frequently Asked Questions” (“FAQs”). See Part 2 starting on page 11.
3. The ISA, which you must complete, sign and return to us if you decide to enter into an ISA. See Part 3 starting on page 14.

We are providing the Participant Disclosure Statement and FAQs to assist you in assessing and evaluating the ISA. They do not form part of the ISA and will be superseded in their entirety by the terms of any signed ISA (including the final disclosure (the “ISA Final Disclosure”), which is a document confirming the terms which we will send to you upon your enrollment in the program).

The ISA and the ISA Final Disclosure will constitute the final ISA terms. Upon receipt of the ISA Final Disclosure, you will have six (6) calendar days to cancel the ISA and arrange for an alternative method of paying your tuition to the Flatiron School.

Next Steps:

**This offer
is good until
February 14,
2020 or until the
first day of class,
whichever comes
first**

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- 1. Please review the information in this online enrollment carefully.**
 - 2. If you have questions,** please contact Flatiron School at ISA@flatironschool.com for more information.
 - 3. You have thirty (30) days following the date of your completion of this online enrollment or until the first day of class (whichever comes first) to accept this offer by signing the ISA set forth in Part 3.**
The terms of this offer will not change except as required by law.

To initiate the enrollment process, please complete the application.

PART 1: PARTICIPANT DISCLOSURE STATEMENT

This Participant Disclosure Statement contains a summary of some of the key terms of the ISA that Flatiron School LLC (“Flatiron”) is prepared to enter into with you (the “Participant”). The terms outlined in this Participant Disclosure Statement are being shared for informational purposes only and are qualified in their entirety by the form of ISA set forth in Part 3.

Participant: Benjamin Atkin 1735 W 540 N, 801 St. George, UT, Utah 84770	Offering Institution: Flatiron School LLC https://flatironschool.com/ 18 West 18 th Street, 7 th Floor New York, NY 10011	***AN ISA IS NOT A LOAN OR CREDIT ***
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SECTION 1: OVERVIEW OF ISA TERMS

The chart below summarizes some of the key terms of the ISA:

ISA Tuition Credit Amount	\$ 15,000.00	The ISA Tuition Credit Amount is the amount that will be credited towards your Flatiron tuition on your behalf. It represents the cost of the educational and training services you will receive from Flatiron less any discounts, scholarships, financial assistance and up-front payments made by or credited to you.
ISA Payment Cap Amount	\$ 22,500.00	This amount is 1.5 times the ISA Tuition Credit Amount and represents the maximum amount (excluding fees) that you will have to pay Flatiron under the ISA.
Maximum Number of Monthly Payments	48	This represents the maximum number of monthly payments you will have to make to Flatiron during the ISA Term to fulfill your payment obligation under the ISA.
ISA Term	Initially 48 months, subject to the Maximum ISA Term of 96 months	The ISA Term means an initial period of 48 months (the “Initial ISA Term”). For each month in which your Earned Income is less than the Monthly Income Threshold, you will not make an Income Share Payment and your ISA Term will be extended by one additional month, up to a maximum of 48 additional months (together with the Initial ISA Term, the “Maximum ISA Term”). Accordingly, the Maximum ISA Term is 96 months (eight years). After the end of the Maximum ISA Term, no further Monthly Payments will be due, even if the total of all of your payments is less than the ISA Payment Cap Amount. The ISA Term commences on the first day of the first calendar month following the Grace Period.

<i>Grace Period</i>	3 months	There is a three-month Grace Period beginning on the first day of the first calendar month following the calendar month during which you either withdraw or graduate from, or cease to be enrolled in, the program.
<i>Income Share Payment</i>	Varies	Income Share Payments represent the amount of your earned income you actually pay for any month during the ISA Term when your earned income exceeds the Monthly Income Threshold. Income Share Payments are calculated based on your gross monthly earned income and the Income Share Percentage. Income is deemed to be earned when it is actually received by you from your employer.
<i>Income Share Percentage</i>	10%	This represents the percentage of your gross monthly earned income that you will owe to Flatiron for each calendar month during the ISA Term that your gross earned income exceeds the Monthly Income Threshold. The Income Share Percentage is fixed for the term of the ISA. It is not an interest rate or annual percentage rate.
<i>Monthly Income Threshold</i>	\$3,333.34 per month	This represents the minimum monthly income you will have to earn before you are required to make an Income Share Payment in respect of any calendar month during the ISA Term. You will not make an Income Share Payment for any calendar month where your gross earned income is less than this Monthly Income Threshold. You must notify us in writing using a form acceptable to us in any month in which your monthly gross income does not meet or exceed the Monthly Income Threshold.
<i>Fees</i>	Late Fees \$5 Returned Payment Fees \$20	You will have to pay a late payment fee of \$5 if any payment is late in any given month. You will have to pay a returned payment fee of \$20 if any payment must be returned due to insufficient funds or otherwise.

Other key terms of the ISA include:

- Your monthly Income Share Payments will be based on the gross earned income (as defined in the ISA) you earn in a given month during the ISA Term (as defined in the ISA). We will calculate your initial Income Share Payments using your pay stub, a letter from your employer or other source acceptable to us. Income is deemed to be earned when it is actually received by you from your employer. If you do not provide documentation of your initial earnings or documentation satisfactory to us evidencing that you have no earned income, we will assume your earned income matches the national average annual gross income of “15-1132 Software Developers, Applications” in the 25% percentile (based on the latest publicly available data published by the United States Department of Labor’s Bureau of Labor Statistics).
- We will re-calculate your monthly Income Share Payments any time your earned income changes, based on information you provide to us, such as an updated pay stub.

- You must confirm the amount of your earned income on or before April 30 of each year, even if it has not changed. If you do not do so, we will assume your earned income has increased by 10% each year and adjust your monthly Income Share Payments accordingly, effective June 1 of each year.
- On or before April 30th of each year, you must submit copies of your year-end pay stub, Form W-2, Form 1099, Schedule K-1, consulting agreement, or similar source and validation of the dates of your employment, all of which must reflect each source of your earned income. Each year we may also require your authorization to access your tax return information directly from the Internal Revenue Service or similar taxing authority for any and all years of your ISA Term. We will use this information to confirm that your Income Share Payments during prior years were correct. You must reimburse us for any underpayments, and we will credit your account for any overpayments (or refund the excess amount if your ISA Term has ended).
- You may early terminate the ISA before the ISA Term ends by paying an early termination amount to us equal to the ISA Payment Cap Amount (\$ 22,500.00) minus any prior Income Share Payments made to us plus any outstanding fees. You will not receive any refunds for any past overpayments in the event you elect to early terminate the ISA.
- If you are delinquent in making any payment owed to us under the ISA for 180 days or more, we may consider you to be in default, in which case we may elect to immediately collect the outstanding ISA Payment Cap Amount or exercise and enforce any other legal rights and remedies.
- You must provide us with a completed, executed Internal Revenue Service Form W-9 (available from www.irs.gov) along with your completed ISA. If the information on your IRS Form W-9 changes or the form otherwise becomes invalid at any time before the maturity or termination of the ISA, you must provide us with an updated or substitute Internal Revenue Service form.

SECTION 2: FULFILLING YOUR OBLIGATIONS UNDER AN ISA

The amount of each monthly Income Share Payment you have to make to us during the ISA Term will vary based on your gross earned income. As a result, the total amount of monthly Income Share Payments you pay to us may be less than, equal to or greater than the ISA Tuition Credit Amount. However, the total aggregate amount of all monthly Income Share Payments you make to us (excluding fees) will never exceed the ISA Payment Cap Amount.

Your obligation to make Income Share Payments to us will end upon the earliest to occur of the following:

- (a) you make the maximum number of monthly Income Share Payments to us (that is, when you have made 48 monthly payments), none of which are refundable pursuant to the annual reconciliation process;
- (b) the Initial ISA Term or Maximum ISA Term, as applicable, expires; or
- (c) the total amount of the monthly Income Share payments that you have made to us which are non-refundable reaches the ISA Payment Cap Amount ((\$ 22,500.00 (not including fees))).

SECTION 3: ILLUSTRATIVE EXAMPLES OF AN ISA

An ISA is different from a loan (which has principal and interest payments) or a conventional tuition payment plan (which requires payment in full of the original tuition amount and may include interest charges). An ISA requires you to pay a fixed percentage of your earned income each month for a fixed period of time (referred to herein as the ISA Term). Since your earnings may change over time, your actual payments may also vary over time, so the illustrative examples below may not depict your specific circumstances. Remember that your earned income will depend on many factors, including your credentials, occupation, industry, number of hours worked and the area of the country in which you are employed.

For purposes of illustration, assume that you enter into an ISA and graduate from your Flatiron program in December 2020 and that the terms of your ISA are as follows:

<i>ISA Tuition Credit Amount</i>	\$15,000
<i>Maximum Number of Monthly Payments</i>	48
<i>ISA Term</i>	Initially 48 months, subject to the Maximum ISA Term of 96 months (as described in Section 1 above)
<i>Income Share Percentage</i>	10%
<i>Monthly Income Threshold</i>	\$3,333.34
<i>ISA Payment Cap Amount</i>	\$22,500
<i>Grace Period</i>	3 months

Your ISA Term would start April 1, 2020 (after the expiration of the Grace Period) and your first monthly payment would be due on May 1, 2020 (which is the first day in May 2020) based upon earned income in April 2020.

Here are some potential outcomes depending on your actual earned income during the ISA Term.

<u>Scenario</u>		<u>Impact on You</u>	<u>Examples</u>
<u>1.</u>	<i>Your actual earned income during each month of the ISA Term is less than the Monthly Income Threshold of \$3,333.34.</i>	<i>You will make no Income Share Payments to us under the ISA.</i>	<ul style="list-style-type: none"> <i>You earn \$2,500 a month (equivalent to \$30,000 a year) for each month during the ISA Term. No Income Share Payments are due.</i> <i>You are not in the labor force at all during the ISA Term and have no earned income. No Income Share Payments are due.</i>
<u>2.</u>	<i>Your actual earned income during each month of the ISA Term is greater than the Monthly Income Threshold of \$3,333.34.</i>	<i>You will pay 10% of your monthly earned income for each month of the ISA Term until either your total payments equal the ISA Payment Cap Amount or you have made 48 monthly payments.</i>	<ul style="list-style-type: none"> <i>You earn a constant monthly income of \$5,000 for each month during the ISA Term. You will make 45 Income Share Payments of \$500 each, totaling \$22,500 (which is the ISA Payment Cap Amount).</i> <i>In this example, there will be no further payments after the 45 Income Share Payments of \$500 each are made.</i>
<u>3.</u>	<i>Your actual earned income is greater than the Monthly Income Threshold of \$3,333.34 for certain months during the ISA Term and less than the Monthly Income Threshold of \$3,333.34 (and possibly zero) for the other months.</i>	<i>You will pay 10% of your monthly earned income only for the months of the ISA Term when your earned income exceeds the Monthly Income Threshold, subject to the ISA Payment Cap Amount and a maximum of 48 total monthly payments.</i>	<ul style="list-style-type: none"> <i><u>Scenario 1:</u> You have no earned income for the first 66 months of the ISA Term and have a monthly income of \$5,000 a month for the last 30 months of the ISA Term. You will make 30 Income Share Payments of \$500 each, totaling \$15,000 in months 67 through 96 of the ISA Term.</i> <i><u>Scenario 2:</u> You have a monthly earned income of \$2,000 a month for the first 24 months of the ISA Term and you have a monthly earned income of \$3,500 a month for the subsequent 72 months. You will make 48 Income Share Payments of \$350 each, totaling \$16,800 (during months 25 through 72 of the ISA Term). You will make your final payment during month 72 of the ISA Term. Even though your earned income during months 73 through 96 exceeded the Monthly Payment Threshold, you do not make Income Share Payments for those months as you have already fulfilled your payment obligation under the ISA by making the maximum of 48 payments.</i>

SECTION 4: ELIGIBILITY CRITERIA

In order to be eligible to enter into an ISA, you must satisfy the following criteria:

- You must be enrolled in one of the following Flatiron programs:
 - Full-Time Online Software Engineering
 - Part-Time Online Software Engineering
 - Full-Time Online Data Science
 - Part-Time Online Data Science
 - Full-Time Online UX Design
 - Part-Time Online UX Design
 - Full-Time Online UI Design
 - Part-Time Online UI Design.
- You must be a U.S. citizen (includes naturalized citizens) or legal permanent resident.

You must be residing in one of the U.S. states listed [here: https://flatironschool.com/income-share-agreement-isa-online/](https://flatironschool.com/income-share-agreement-isa-online/)

- If you move out of the United States during your payment term, you agree to continue to report earned income and to continue paying your income share of your qualified monthly earned income, and you shall not be in breach so long as you continue to make the required monthly payments.
- At the time of the application for the ISA, you must be at least the age of majority for your current state of residence.
- Your total obligations under all income-based agreements with us and with any other person must not require you to pay an aggregate share of your income greater than twenty (20) percent of your gross earned income in any given month.

This Participant Disclosure Statement is provided for informational purpose only. Any ISA between Flatiron and the Participant will be governed by your Agreement in the form set forth in Part 3 and the ISA Final Disclosure (as defined above).

PART 2: FAQs

Below is a set of *Frequently Asked Questions* to assist you in understanding and evaluating whether the ISA is a good option for you.

1. **When do you have to start making payments under your ISA?**

- (a) **Grace Period.** You are not required to make any payments during the Grace Period. Your Grace Period begins on the 1st day of the calendar month immediately following the month in which you withdraw or graduate from, or cease to be enrolled in, the program and ends on the last day of the third calendar month thereafter.
- (b) **Start of Your ISA Term.** Your ISA Term begins on the first day of the first calendar month immediately following the end of your Grace Period. For example, if your Grace Period ends on December 31, 2020, your ISA Term will begin on January 1, 2021. As another example, if your Grace Period ends on January 31, 2021, your ISA Term will begin on February 1, 2021.
- (c) **First Payment Due Date.** Depending on your employment status and your earned income, you may owe Income Share Payments as early as the first calendar month of your ISA Term. If your ISA Term starts on May 1, 2020 and you owe an Income Share Payment for May 2020, that payment will generally be due to us on or about June 1, 2020 (that is, the first day in June).

2. **How many payments will you have to make?**

The Maximum Number of monthly payments you will have to make is 48. Once your Income Share Payments (net of any credits and reimbursements) total \$ 22,500.00, you will not have to make any additional Income Share Payments (even if you have not already made 48 monthly payments).

3. **How much will you have to pay each month and when?**

- (a) **Monthly Payments.** Monthly Income Share Payments are generally due on or about the first day of the following month for each month during your ISA Term in which your gross monthly earned income is greater than \$3,333.34. We may choose to adjust the monthly payment due date to another Business Day for administrative purposes (in which case we will notify you in advance of any such revised scheduled payment date).
- (b) **Income Share Payment Amount.** So long as your gross monthly earned income is greater than \$3,333.34, your monthly payment will be equal to your gross monthly earned income multiplied by 10%.

4. **When do your Income Share Payments end?**

Your monthly Income Share Payments end upon the earliest to occur of: (i) the date on which you have made 48 monthly payments (provided none of those payments are refundable pursuant to the annual reconciliation process); (ii) the date on which you have paid Income Share Payments (net of any credits and reimbursements) which in aggregate equal the ISA Payment Cap Amount (\$ 22,500.00); or (iii) the end of the ISA Term (which, per the Maximum ISA Term, is no later than 96 months after the end of the Grace Period).

5. **What is the maximum total amount that you may have to pay?**

You will never have to pay in aggregate more than the ISA Payment Cap Amount (\$ 22,500.00 (not including fees)).

6. **When are payments not required during the ISA Term?**

During the ISA Term, you will not be required to make any Income Share Payment during any month in which your gross earned income for that month is less than \$3,333.34.

7. **What is Annual Reconciliation?**

Annual Reconciliation is the process by which we verify that you have been paying the proper amounts owed to us. In order to allow us to conduct each Annual Reconciliation, you will be required to provide us with information regarding the total income you earned in the prior calendar year. We will make appropriate adjustments to future Income Share Payments if you have underpaid us. If you have overpaid, we will credit you for any such overpayments.

8. **How are your payments applied to your obligations?**

Payments are applied first to fees, if any, and then to any Income Share Payments owed. If you pay more than the amount due, we will apply the additional amounts received to reduce subsequent monthly payment amounts.

9. **What additional fees might you have to pay?**

You may have to pay late payment fees, returned payment fees and services fees (all as described in more detail in the Agreement).

10. **What if you leave your school early?**

If you withdraw from the online program before completion, you may be entitled to a reduction of your Original ISA Tuition Credit Amount based on Flatiron's refund policy described in your Enrollment Agreement and in accordance with applicable state law. We will notify you as provided in the Agreement of any changes to your Original ISA Tuition Credit Amount.

11. **Can you terminate your ISA early?**

You can terminate your ISA early at any time by providing notice of your intent to terminate and paying to us an early termination amount equal to (i) the ISA Payment Cap Amount (\$ 22,500.00), minus (ii) all previous Income Share Payments previously made by you, plus (iii) any outstanding fees. You will not receive any refunds for any past overpayments in the event you elect to early terminate the ISA.

12. **Can you enter into other income share agreements during the term of this ISA?**

Yes, you may enter into additional private income-based agreements with us or any other person during the term of the ISA. However, you agree that you will not enter into additional private income-based agreements with us or any other person that, in the aggregate, obligate you to pay a total share of your gross income exceeding 20% of your earned income in any given month. Loans with income-driven repayment plans, including federal student loans, are not considered private income-based agreements.

PART 3: FORM OF INCOME SHARE AGREEMENT

INCOME SHARE AGREEMENT

This Income Share Agreement dated as of _____ (the “Effective Date”) (as amended, amended and restated, supplemented or otherwise modified from time to time, this “ISA” or “Agreement”) is entered into between the participant named on the e-signature page to this Agreement (the “Participant”, “you” or “your”) and Flatiron School LLC and its successors, successors-in-interest, transferees and assignees (“Flatiron”, “we”, “our” or “us”).

Under this Agreement, you agree to receive a credit from us toward the tuition you owe to Flatiron in exchange for a portion of your future income, all as described in more detail below.

All references to “dollars” and “\$” mean the lawful currency of the United States of America.

1. Defined Terms.

As used in this Agreement, the following terms have the meaning specified below:

- (a) “Annual Reconciliation” has the meaning provided in Section 3(a) below.
- (b) “Business Day” means any day other than a Saturday or Sunday on which commercial banks are generally open to settle payments in New York, New York.
- (c) “Claim” has the meaning provided in Section 14(b) below.
- (d) “Claim Notice” has the meaning provided in Section 14(a) below.
- (e) “Complaining Party” has the meaning provided in Section 14(a) below.
- (f) “Defending Party” has the meaning provided in Section 14(a) below.
- (g) “Early Termination Amount” has the meaning provided in Section 7(c) below.
- (h) “Early Termination Date” has the meaning provided in Section 7(c) below.
- (i) “Earned Income” means, with respect to any calendar month, subject to the last sentence in Section 4(a) below, the Participant’s total gross wage and self-employment income received during that calendar month. On an annual basis, this amount is currently the sum of Line 7 (“Wages, salaries, tips, etc.”) and Line 12 (“Business income or (loss).”) of IRS Form 1040 on U.S. federal income tax returns (2018 revision). If applicable, “Earned Income” includes all income reported on a joint income tax return, *minus*, to the extent documented to Flatiron’s satisfaction, any income earned solely by the Participant’s spouse. For purposes of determining the amounts owing under this Agreement, you agree we may estimate your Earned Income using documentation other than your U.S. federal income tax return, provided the documentation is another verifiable source acceptable to us.
- (j) “FAA” has the meaning provided in Section 14(b) below.

- (k) “Flatiron Eligible Program” means any Flatiron online program set forth on Schedule A.
- (l) “Formal Earned Income Documentation” has the meaning set provided Section 4(b)(ii)(1) below.
- (m) “Grace Period End Date” means, the last day of the month that is three (3) months following the calendar month in which you either withdraw or graduate from, or cease to be enrolled in, a Flatiron Eligible Program.
- (n) “Income Share Payment” means, for any Income Sharing Month, an amount determined by Flatiron equal to the lesser of (i) Earned Income for that Income Sharing Month multiplied by the Income Share Percentage and (ii) the ISA Payment Cap Amount minus the sum of all Income Share Payments (net of any credits or reimbursements) previously made by you pursuant to this Agreement.
- (o) “Income Share Percentage” means 10%. For the avoidance of doubt, the Income Share Percentage is not an interest rate or annual percentage rate.
- (p) “Income Sharing Month” means any calendar month for which Earned Income exceeds the Monthly Income Threshold.
- (q) “Informal Earned Income Documentation” has the meaning provided in Section 4(a)(i) below.
- (r) “Initial Income Information” has the meaning provided in Section 4(a) below.
- (s) “ISA Tuition Credit Amount” means the Original ISA Tuition Credit Amount less any Reduction Amount.
- (t) “ISA Final Disclosure” means the final enrollee-specific terms of the ISA delivered by Flatiron to you reasonably promptly after your execution of this Agreement.
- (u) “ISA Term” means an initial period of forty-eight (48) calendar months starting with the calendar month starting immediately following the Grace Period End Date, extendable for up to forty-eight (48) additional calendar months to the extent you do not meet the Monthly Income Threshold in each of the initial 48 months and have not satisfied all of the payment obligations pursuant to Section 2.
- (v) “Monthly Income Threshold” means \$3,333.34.
- (w) “Original ISA Tuition Credit Amount” means the amount specified in the ISA Final Disclosure, which amount will be credited to your account with Flatiron on the Effective Date. The Original ISA Tuition Credit Amount represents the market cost of the educational or training services you will receive from Flatiron, less any discounts, scholarships, financial assistance and up-front payments made by or credited to you.
- (x) “ISA Payment Cap Amount” means an amount equal to the ISA Tuition Credit Amount multiplied by 1.5. For the avoidance of doubt, the ISA Payment Cap Amount does not include fees and collection costs.
- (y) “Payment Date” means, with respect to an Income Share Payment, (i) initially, the fifth (5th) Business Day of the calendar month following the calendar month in respect of which such Income Share Payment was determined or (ii) any other such Business Day of the calendar month

following the calendar month in respect of which such Income Share Payment was determined, as determined by Flatiron upon reasonable prior documented notice to you.

- (z) “Reconciliation Information” has the meaning provided in Section 4(b) below.
- (aa) “Reduction Amount” has the meaning provided in Section 6 below.

2. Payment Obligations

- (a) **Maximum Number of Income Share Payments.** In return for Flatiron granting you a tuition credit equal to the ISA Tuition Credit Amount, you agree to pay us the Income Share Payment, if any, for each calendar month during the ISA Term; provided, that the maximum number of monthly Income Share Payments you will need to make hereunder is forty eight (48). Each Income Share Payment shall be payable by you to us on the applicable Payment Date.
- (b) **ISA Payment Cap Amount.** Notwithstanding Section 2(a), no further Income Share Payments shall be due hereunder once the sum of all Interest Share Payments (net of any credits or reimbursements) previously made by you to us pursuant to this Agreement equals the ISA Payment Cap Amount.
- (c) **Notice to Flatiron.** After the Grace Period End Date, for any month in which your Earned Income does not exceed the Monthly Income Threshold, you must provide us with prompt electronic notice thereof. You hereby acknowledge and agree that failure to provide prompt electronic notice pursuant to the preceding sentence will result in you being billed for your regular Income Share Payment for any such month.
- (d) **End of Income Share Payments.** Your obligation to make Income Share Payments ends upon the earliest to occur of: (i) the date on which you have made 48 non-refundable Income Share Payments; (ii) the date on which you have paid Income Share Payments, net of credits and reimbursements, which equal the ISA Payment Cap Amount; and (iii) the end of the ISA Term.

3. Annual Reconciliation

- (a) **Annual Reconciliation.** We will conduct an annual reconciliation (an “Annual Reconciliation”) of all Income Share Payments against actual Earned Income for each calendar month during the ISA Term. In order to allow us to conduct each Annual Reconciliation, you agree to provide us with the information specified in Section 4 below as well as any other information reasonably requested by us in connection with an Annual Reconciliation.
- (b) **Adjustments Resulting from Annual Reconciliations.** On or before April 30th of each year, we will review the relevant Reconciliation Information as part of the Annual Reconciliation for the prior calendar year and determine, based on the Income Share Payments made to us and your actual Earned Income during such calendar year, if you underpaid or overpaid us. If you underpaid us, we will send you an electronic notice detailing the amount of the underpayment and you agree to pay that amount by the deadline specified in the notice. If you overpaid us, we will apply the excess amounts first to any unpaid fees owing under Section 5 and second as a credit toward future Income Share Payments owed to us. If you overpaid us and the overpayment is processed at a time when no further Income Share Payments are owed to us, we will refund the relevant excess amount to you directly. For the

avoidance of doubt, the terms “underpaid” and “overpaid” refer to our (or our designated agent’s) comparison of the aggregate Income Share Payments actually made by you in any calendar year and the aggregate Income Share Payments owed by you in the corresponding calendar year pursuant to this Agreement based on the relevant Reconciliation Information provided by you for such calendar year.

- (c) ***Current Calendar Year Reconciliation.*** On June 1st of each calendar year, we will use the Reconciliation Information regarding your expected Earned Income for the coming calendar year to adjust, if necessary, the amount of your monthly Income Share Payments. If you have not provided us with your expected Earned Income as part of your Reconciliation Information, we will assume your Earned Income has increased by ten (10) percent and adjust your monthly Income Share Payments accordingly, beginning with the Income Share Payment due on June 1. As a result of our estimating your current Earned Income, the Income Share Payments that you are required to make may be either higher or lower than what you actually owe. Any overpayments or underpayments will be reconciled by us during the following calendar year.

4. **Agreement to Provide Information**

- (a) ***Initial Income Information.*** Not later than 30 days before the due date of your first scheduled Income Share Payment, you agree to provide us with the following documentation (the “Initial Income Information”) dated not earlier than thirty (30) days before the date you provide it to us:
 - i. An electronic or digital copy of a payment stub or letter from your employer containing your salary information, a self-employment contract, a consulting agreement, a good faith estimate of your self-employment income for the current calendar year (along with documentation of the basis for your estimate), or another verifiable source acceptable to us (collectively, “Informal Earned Income Documentation”) for each source of Earned Income; or
 - ii. Other documentation acceptable to us explaining why you do not expect to have Earned Income during one or more months of the calendar year of the ISA Term.

If you do not provide the Initial Income Information within 30 days before the due date of your first scheduled Income Share Payment, your Earned Income will be deemed to be equal to the national average annual gross income of “15-1132 Software Developers, Applications” in the 25% percentile (based on the latest publicly available data published by the United States Department of Labor’s Bureau of Labor Statistics) divided by twelve.

- (b) ***Reconciliation Information.*** On or before April 30 of each calendar year during the ISA Term as well as on or before the first April 30 to occur after the end of the ISA Term, you agree to provide us with:
 - i. 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 ISA Term, dated not earlier than thirty (30) days before the date you provide it to us;

- ii. Electronic or digital copies of one of the following to verify your Earned Income for the preceding calendar year:
 - 1. A year-end pay stub, Form W-2, Form 1099, Schedule K-1, or other verifiable source acceptable to us (collectively, “Formal Earned Income Documentation”) for each source of Earned Income in the prior calendar year, or
 - 2. If you have no Formal Earned Income Documentation, updated documentation to re-verify why you did not have any Earned Income in the prior calendar year; and
- iii. Informal Earned Income Documentation for each source of Earned Income that you expect to have in the coming year.

The information referred to in items 4(b)i. to iii. above is referred to as “Reconciliation Information”.

- (c) ***Change to Information.*** You agree to notify us as soon as possible if there is any change to the information included as part of the Initial Income Information or Reconciliation Information which will require us to calculate an updated Income Share Payment for any month(s) during the ISA Term.
- (d) ***Notice of Certain Changes.*** You agree to notify us within thirty (30) days of any change in your:
 - i. primary residence address, phone number or email, or any other material change to information you previously provided to us;
 - ii. employment status, including both terminations of employment and new employment;
 - iii. Earned Income measured on a monthly basis; and
 - iv. marital status, to the extent reasonably required for us to exclude earnings of your spouse from the calculation of your Earned Income.
- (e) ***International Work.*** If you move out of the United States during your ISA Term, you agree to continue to report Earned Income and to continue paying Income Share Payments equal to your Income Share Percentage multiplied by your monthly Earned Income, and you shall not be in breach of this Agreement so long as you continue to make such required Income Share Payments.
- (f) ***Tax Information.*** For the tax year in which your ISA Term begins through the tax year in which your ISA Term ends, you agree either (a) to file your U.S. federal income tax returns by no later than April 15 of the following year or (b) to notify us in writing of any extension you seek for filing federal income tax returns. Moreover, if we request, you agree to complete, sign, and provide to us 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 years of your ISA Term, within thirty (30) days of our request. You agree to perform any similar requirements or procedures for any other applicable country’s taxing authority.

- (g) **IRS Tax Form.** You agree to provide us with a completed, executed Internal Revenue Service Form W-9 (available from www.irs.gov) at the time that you enter into this Agreement. If the information on your IRS Form W-9 changes or the form otherwise becomes invalid at any time before the maturity or termination of this Agreement, you must provide us with an updated or substitute Internal Revenue Service form.

5. **Fees**

In addition to any other amounts owing hereunder and subject to applicable law, you agree to be responsible for the following fees:

- (a) **Late Payment Fees.** You agree to pay a late payment fee of \$5.00 if you do not make any monthly payment due under this ISA on or before the 10th Business Day after the date such payment was first due. Any payment received on a day which is not a Business Day or after 6:00 PM Eastern time on a Business Day will be deemed received on the first Business Day thereafter. Payments due on a non-Business Day will be considered to be due on the next Business Day.
- (b) **Returned Payment Fee.** You agree to pay us a fee of \$20.00 if any payment made to us is returned or fails for any reason, including due to insufficient funds in your account.
- (c) **Service Fees.** You agree to pay for certain optional value-added services that you request, such as overnight mail, expedited payments and faxes. The amount of any such fees will be clearly disclosed to you beforehand.

All payments made by you in connection with this Agreement will be applied first to fees, if any, and then to any Income Share Payments owed.

6. **Withdrawal from Flatiron Eligible Program**

If you withdraw from, or cease to be enrolled in, the Flatiron Eligible Program before completion, you may be entitled to a reduction of the Original ISA Tuition Credit Amount (the amount of any such reduction, a “Reduction Amount”) in accordance with the terms of your enrollment agreement with Flatiron. If you withdraw from the Flatiron Eligible Program, we will notify you as provided in Section 15 of any Reduction Amount and any corresponding change to the Original ISA Tuition Credit Amount.

7. **Term; Early Termination**

This Agreement shall continue in effect until all of your obligations have been satisfied hereunder. You can elect to at any time to terminate this ISA early:

- (a) within six (6) calendar days of your receipt of the ISA Final Disclosure, by delivering [electronic notice] to Flatiron specifying your intent to cancel the ISA;
- (b) if you withdraw from, or cease to be enrolled in, a Flatiron Eligible Program and are entitled to a full refund pursuant to Flatiron’s tuition refund policies and applicable law; or
- (c) at any time subsequent to six (6) calendar days after your receipt of the ISA Final Disclosure, by delivering (i) [electronic notice] to Flatiron specifying your intent to prepay the Early Termination

Amount under this Agreement (the “Early Termination Date”) and (ii) the Early Termination Amount. For this purpose, “Early Termination Amount” means an amount equal to (i) the ISA Payment Cap Amount less the sum of all Income Share Payments (net of any credits or reimbursements) previously made hereunder plus (ii) any outstanding fees. You acknowledge and agree that, upon Flatiron’s receipt from you of the Early Termination Amount, you will not be entitled to any refund, repayment or return of the Early Termination Amount (even if your Earned Income decreases after your delivery of the Early Termination Amount).

8. Default and Remedies

- (a) **Default.** Without prejudice to our other rights and remedies hereunder, and subject to applicable law, we may deem you to be in default under this Agreement upon your failure to (i) make any payment hereunder in full and on time for six (6) consecutive months; (ii) provide any information under this Agreement when required, including, without limitation, your failure to provide us a completed and signed IRS Form 4506-T or Form 4506T-EZ (or any successor form) within thirty (30) days of the annual deadline or our separate request or any such information provided is materially false, incomplete, misleading, fraudulent or deceptive or otherwise prevents us from collecting amounts owed to us pursuant to this Agreement; or (iii) promptly update or correct any information if such information provided becomes materially false, incomplete, misleading, fraudulent or deceptive.
- (b) **Remedies Upon Default.** Subject to applicable law (including any notice and/or cure rights provided by applicable law), upon default, we may elect to (i) collect the ISA Tuition Credit Amount, (ii) enforce all legal rights and remedies in the collection of such amount and related fees (including any rights available to us to set off any state tax refund) or (iii) utilize any combination of these remedies. You agree to pay our court costs, reasonable attorneys’ fees, collection fees charged by states for state tax refund set-off, and other collection costs related to the default (including our fees and costs due to your bankruptcy or insolvency, if applicable) to the extent permitted by applicable law.
- (c) **Equitable Remedies.** If we conclude that money damages are not a sufficient remedy for any particular breach of this Agreement, then we will be entitled to seek injunctive or other equitable relief as a remedy for any such breach to the fullest extent permitted by applicable law. Such remedy shall be in addition to all other remedies available at law or equity to us.

9. No Other Agreements

You agree that you have not and will not enter into additional private income-based agreements with us or another person that, in the aggregate, obligate you to pay a total share of your income exceeding 20% of your Earned Income in any given month. Loans with income-driven repayment plans, including federal student loans, will not be considered private income-based agreements under this Section.

10. Tax Acknowledgement

You acknowledge and agree that the Federal, state and local income tax consequences of this Agreement are not certain, and that we have not provided you with any tax advice or assurance of specific consequences. However, we understand that, under the current tax laws, **if the total payments you make under this Agreement are less than the amount that you are treated for tax purposes as**

having received (which may be the ISA Tuition Credit Amount), then you will likely be required to report the difference as ordinary income for Federal, state and local tax purposes upon the maturity or termination of this Agreement. Tax laws may change in the future. You agree that you have had an opportunity to consult with your own trusted advisor about the tax consequences of entering into this Agreement. You agree to file your Federal, state, and local income tax returns in accordance with the applicable tax requirements.

11. Credit Reporting

You authorize us to obtain your credit report, verify the information that you provide to us, and gather additional information that may help us assess and understand your performance under this Agreement. You understand that we may verify your information and obtain additional information using a number of sources, including but not limited to consumer reporting agencies, other third-party databases, past and present employers, other school registrars, public sources, and personal references provided by you. If you ask, you will be informed whether or not we obtained a credit report and, if so, the name and address of the consumer reporting agency that furnished the report. You also understand and agree that we may obtain a credit report and gather additional information, including from the sources described above, in connection with the review of or collection of amounts under your ISA. You consent to our sharing of your information with our affiliates, agents and financing parties, which we will do using reasonable data security procedures.

Although this Agreement is not a loan or other credit instrument, you agree we may inform credit bureaus about your positive payment behavior when you make payments as agreed. However, you acknowledge that this also means that late payments, missed payments or other defaults under this Agreement may be reflected in your credit report.

12. Representations, Acknowledgements and Certifications

- (a) You represent that all information provided in connection with your enrollment application is true and accurate and you have not provided any false, misleading or deceptive statements or omissions of fact.
- (b) You represent that:
 - i. you have never been convicted of a felony or of any crime involving dishonesty or breach of trust under any federal or state statute, rule or regulation;
 - ii. you are not contemplating bankruptcy and you have not consulted with an attorney regarding bankruptcy in the past six (6) months;
 - iii. you are at least the age of majority based on your current state of residence;
 - iv. you are a U.S. citizen (includes naturalized citizens) or permanent resident; and
 - v. you have filed all federal tax returns and reports as required by law, they are true and correct in all material respects, and you have paid all federal taxes and other assessments due.

- (c) You acknowledge that this Income Share Agreement is not a loan or credit and is not an assignment of wages.
- (e) You certify that all representations and warranties contained herein are true and correct and that you have never defaulted on any indebtedness that was incurred in connection with any educational program or any obligations incurred pursuant to a transaction similar to the transactions contemplated by the ISA.

13. Electronic Communications; Automatic Reminders; Telephone Recording

- (a) ***Electronic Communications.*** You acknowledge that we may decide to deliver any documents or notices related to this Agreement by electronic means. Except as otherwise provided in the Consent to Electronic Communications, you agree to receive such documents or notices by electronic delivery and to participate through an on-line or electronic system established and maintained by us or a third party designated by us.
- (b) ***Automatic Reminders.*** You acknowledge that we may use automated telephone dialing, text messaging systems and electronic mail to provide messages to you about payment due dates, missed payments, and other important information. The telephone messages may be played by a machine automatically when the telephone is answered, whether answered by you or someone else. These messages may also be recorded in your voicemail. You give us your permission to call or send a text message to any telephone number you provide us now or in the future and to play pre-recorded messages or send text messages with information about this Agreement over the phone. You also give us permission to communicate such information to you via electronic mail. You agree that we will not be liable to you for any such calls or electronic communications, even if information is communicated to an unintended recipient. You understand that, when you receive such calls or electronic communications, you may incur a charge from the company that provides you with telecommunications, wireless, and/or Internet services. You agree that we have no liability for such charges. If you want to change your communication preferences, such as no longer wanting to receive automatic reminders, you can update your preferences through your online servicing account or by contacting the servicer at answers@vemo.com.
- (c) ***Telephone Recording.*** You understand and agree that we may monitor and/or record any of your telephone conversations with us.

14. Disputes.

- (a) ***Notice and Cure.*** Prior to initiating a lawsuit or arbitration regarding a Claim (as defined in Section 14(b) below), the party asserting the Claim (the “Complaining Party”) shall give the other party (the “Defending Party”) [electronic notice] of the Claim (a “Claim Notice”) and a reasonable opportunity, not less than 90 days, to resolve the Claim. If we are the Complaining Party, we will send the Claim Notice to you at your e-mail and/or physical mail address appearing in our records or, if you are known to be represented by an attorney, to your attorney at his or her office address. Any Claim Notice must explain the nature of the Claim and the relief that is demanded. The Complaining Party must reasonably cooperate in providing any information about the Claim that the Defending Party reasonably requests.
- (b) ***Arbitration Agreement.*** Any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof (each, a

“Claim”), including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in New York City, New York. The term “Claim” has the broadest possible meaning and includes initial claims, counterclaims, cross-claims, and third-party claims. It includes disputes based upon contract, tort, consumer rights, fraud and other intentional torts, constitution, statute, regulation, ordinance, common law, and equity (including any claim for injunctive or declaratory relief). The arbitration shall be submitted to and resolved on an individual basis by binding arbitration under the Federal Arbitration Act, 9 U.S.C. §§1 et seq. (the “FAA”) before JAMS pursuant to its Comprehensive Arbitration Rules and Procedures or pursuant to JAMS' Streamlined Arbitration Rules and Procedures, unless Flatiron School and the Participant agree in writing to arbitrate before a different party. Any Claim arising under this Agreement shall be arbitrated before a neutral third-party arbitrator, and not by a judge or a jury. Judgment on the Award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction.

For purposes of this Section 14, (1) the term “Flatiron School” includes (a) Flatiron School LLC, (b) any successor, successor-in-interest, transferee, assignee, agent, designee, or servicer of Flatiron School; (c) any affiliates, subsidiaries, and/or parent of the persons and entities referenced in (a) or (b), (d) the officers, directors, employees, stockholders, members, affiliates, subsidiaries, and parents of all of the foregoing in (a) through (c); and (e) any party named as a co-defendant with Flatiron School in a Claim asserted by the Participant, such as servicers and debt collectors; and (2) the term “Participant” means the Participant. Notwithstanding the above, if a Claim that the Participant or Flatiron School wishes to assert against the other is cognizable in a small claims court (or your state’s equivalent court) having jurisdiction over the Claim and the parties, the Participant or Flatiron School may pursue such Claim in that small claims court; however, if the Claim is transferred, removed, or appealed to a different court, it shall be resolved by arbitration. Nothing in that small claims court lawsuit shall constitute a waiver of any party’s rights under this Agreement with respect to Claims asserted in any related or unrelated lawsuits.

Each party will bear the expense of its own attorneys, experts, and witnesses, regardless of which party prevails, unless applicable law or this Agreement gives a right to recover any of those fees from the other party. The arbitrator shall follow applicable substantive law to the extent consistent with the FAA, applicable statutes of limitation, and privilege rules that would apply in a court proceeding, and shall be authorized to award all remedies available in an individual lawsuit under applicable substantive law, including, without limitation, compensatory, statutory, and punitive damages (which shall be governed by the constitutional standards applicable in judicial proceedings), declaratory, injunctive and other equitable relief, and attorneys' fees and costs. Upon the timely request of either party, the arbitrator shall write a brief explanation of the basis of his or her award. The arbitrator's award will be final and binding, except for any appeal right under the FAA. Any court with jurisdiction may enter judgment upon the arbitrator's award. No arbitration award involving the parties will have any preclusive effect as to issues or claims in any dispute involving anyone who is not a party to the arbitration, nor will an arbitration award in prior disputes involving other parties have preclusive effect in an arbitration between the parties to this Agreement.

The provisions in this Section 14 shall survive the termination of this ISA, your fulfillment or default of your obligations under this ISA and/or your or our bankruptcy or insolvency (to the

extent permitted by applicable law). In the event of any conflict or inconsistency between this Section 14 and the administrator's rules or other provisions of this ISA, the provisions of this Section 14 will govern.

CLASS ACTION WAIVER: IF A CLAIM IS ARBITRATED, NEITHER PARTICIPANT NOR FLATIRON SCHOOL WILL HAVE THE RIGHT TO PARTICIPATE IN A CLASS ACTION, PRIVATE ATTORNEY GENERAL ACTION OR OTHER REPRESENTATIVE ACTION IN COURT OR IN ARBITRATION, EITHER AS A CLASS REPRESENTATIVE OR CLASS MEMBER. Further, unless both Participant and Flatiron School agree otherwise in writing, the arbitrator may not join or consolidate Claims with claims of any other persons. The arbitrator shall have no authority to conduct any class, private attorney general, or other representative proceeding, and shall award declaratory or injunctive relief only in favor of the party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. The arbitrator shall have no authority to issue any relief that applies to any person or entity except Participant or Flatiron School individually.

If any portion of this Section 14 cannot be enforced, the rest of this Section 14 will continue to apply, except that (A) if a determination is made in a proceeding involving Flatiron School and the Participant that the class action waiver is invalid or unenforceable, only this sentence of this Section 14 will remain in force and the remainder of this Section 14 shall be null and void, provided that the determination concerning the class action waiver shall be subject to appeal, and (B) if a Claim is brought seeking public injunctive relief and a court determines that the restrictions in the class action waiver prohibiting the arbitrator from awarding relief on behalf of third parties are unenforceable with respect to such Claim (and that determination becomes final after all appeals have been exhausted), the Claim for public injunctive relief will be determined in court and any individual Claims seeking monetary relief will be arbitrated. In such a case the parties will request that the court stay the Claim for public injunctive relief until the arbitration award pertaining to individual relief has been entered in court. In no event will a Claim for public injunctive relief be arbitrated.

- (c) **Waiver of Jury Trial.** YOU ACKNOWLEDGE AND AGREE THAT, INASMUCH AS THE PURPOSE OF THE ARBITRATION AGREEMENT IN THIS SECTION 14 IS TO REQUIRE THAT ALL CLAIMS BE RESOLVED BY BINDING ARBITRATION, NO PARTY TO THIS AGREEMENT SHALL BE ENTITLED TO A TRIAL BY JURY IF SUCH ARBITRATION AGREEMENT IS IN EFFECT. FLATIRON SCHOOL AND YOU KNOWINGLY AND VOLUNTARILY WAIVE, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY RIGHT TO A TRIAL BY JURY WITH RESPECT TO ANY CLAIM.

15. Other Provisions.

- (a) ***ISA proceeds; Setoff.*** We will credit the ISA Tuition Credit Amount set forth in the ISA Final Disclosure against your tuition obligations to us, and we will send you an account confirmation notice that itemizes the allocated amounts. You understand that we may apply the ISA proceeds towards any preexisting financial obligations you owe to us, in which case this ISA may not be sufficient to meet your entire tuition obligation to us and a balance may remain due.

- (b) ***Your ISA Contract Terms.*** The ISA Final Disclosure sets forth your ISA Tuition Credit Amount, Income Share Percentage, ISA Term, and ISA Payment Cap Amount, which terms will also be reflected in the ISA Final Disclosure. In the event that these terms are adjusted during a review or certification process, you will be provided with a new or amended ISA Final Disclosure. The ISA Final Disclosure will also inform you of your right-to-cancel period and instructions for exercising your right to cancel this Agreement in its entirety. In the event of any inconsistency between this ISA and the ISA Final Disclosure, the ISA Final Disclosure controls.
- (c) ***Waiver of ISA Due to Death or Total and Permanent Disability.*** We will waive the remainder of what you owe under this Agreement, including any past due amounts and fees, if you die or become totally and permanently disabled. If you would like to assert a waiver based on total and permanent disability, you will need to submit an application accompanied by a physician's statement and such other information or documentation that we may require, showing that you are unable to work in any occupation due to a condition that began or deteriorated after the date of the ISA Final Disclosure and that the disability is expected to be permanent. You must continue to make any Income Share Payments until the time the disability application is completed to our satisfaction. If we approve your disability waiver application, the waiver will be effective as of the date of the completed application.
- (d) ***Correction of Errors.*** All parties to this Agreement agree to fully cooperate and adjust all typographical, computer, calculation, or clerical errors discovered in any or all of the ISA documents including this Agreement, your enrollment application, the Application and Solicitation Disclosure, the ISA Final Disclosure, and any Notice to Married Residents of Arizona or Wisconsin, as applicable. Errors in the names and/or addresses of the parties will be corrected by notice to all parties. In the event this procedure is used for any other errors, all parties involved will be notified and will receive a corrected copy of the changed document.
- (e) ***Amendments and Waivers.*** We may amend this Agreement by providing you with 30 days advance [electronic notice] as provided in Section 15(b) of any changes to your address in our records. However, if an amendment is necessary to comply with changes in applicable law, we may amend this Agreement without providing you with advance notice. No delay or failure to require performance of any provision of this Agreement shall constitute a waiver of that provision as to that or any other instance.
- (f) ***Customer Identification Policy.*** To help the government fight the funding of terrorism and money laundering activities, we will obtain, verify, and record information that identifies each person who enters into this Agreement. What this means for you: when you enter into this Agreement, we reserve the right to ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents, or for you to provide true and correct copies to us.
- (g) ***Governing Law.*** The validity, interpretation, construction, and performance of this Agreement, and all acts and transactions pursuant hereto and the rights and obligations of the parties hereto and thereto shall be governed, construed, and interpreted in accordance with the laws of the State of New York, without giving effect to principles of conflicts of law. Notwithstanding the foregoing, federal law shall govern the arbitration agreement provisions in Section 14.
- (h) ***Entire Agreement.*** This Agreement together with the ISA Final Disclosure sets forth the entire agreement and understanding of the parties relating to the subject matter herein and supersedes all

prior or contemporaneous discussions, understandings, and agreements, whether oral, written, or otherwise, between you and us relating to the subject matter hereof.

- (i) ***Successors and Assigns.*** Except as otherwise provided in this Agreement, this Agreement, and the rights and obligations of the parties hereunder, will be binding upon and inure to the benefit of their respective successors, assigns, heirs, executors, administrators, and legal representatives. We may sell, assign, or otherwise transfer any of our rights, economic benefits, or obligations under this Agreement. You may not assign, whether voluntarily or by operation of law, any of your rights, economic benefits or obligations under this Agreement, except with our prior documented consent given.
- (j) ***Notices.*** Any notice, demand or request required or permitted to be given under this Agreement shall be via e-mail and shall be deemed to have been received at the time of transmission by the sender. Notices to Flatiron shall be sent to answers@vemo.com. Notices to Participant shall be sent to the e-mail address you provided in your Application or Registration Form, or as subsequently modified by e-mail notice to us.
- (k) ***Severability.*** Except as set forth in the arbitration agreement provisions in Section 14, if one or more provisions of this Agreement are held to be unenforceable under applicable law, the parties agree to renegotiate such provision in good faith. In the event that the parties cannot reach a mutually agreeable and enforceable replacement for such provision, then (i) such provision shall be excluded from this Agreement, (ii) the balance of the Agreement shall be interpreted as if such provision were so excluded, and (iii) the balance of the Agreement shall be enforceable in accordance with its terms.
- (l) ***Execution; Electronic Transactions.*** This Agreement may be executed electronically or manually. Execution may be completed in counterparts (including both counterparts that are executed on paper and counterparts that are electronic records and executed electronically), which together constitute a single agreement. Any copy of this Agreement (including a copy printed from an image of this Agreement that has been stored electronically) shall have the same legal effect as an original.
- (m) ***Independent Decision to Enter into this ISA.*** You agree that this Agreement is an arms-length transaction. You agree that we are not an agent or fiduciary or advisor in your favor in connection with the execution of this Agreement. You agree that we have not provided any legal, accounting, investment, regulatory or tax advice with respect to this Agreement.
- (n) ***Opportunity to Consult Counsel.*** You acknowledge and agree that you have been provided with the opportunity to discuss and review the terms of this Agreement with your counsel before signing it and that you are freely and voluntarily signing this Agreement in exchange for the benefits provided herein. You further represent and acknowledge that you have been provided a reasonable period of time within which to review the terms of this Agreement
- (o) ***Certain Provisions for Residents of Wisconsin or Texas; Marital Property.*** If you are married and live in Wisconsin on the date you sign this Agreement or during the term hereof, your signature on this ISA confirms that any financial obligation incurred as a result of this ISA is being incurred in the interest of your marriage or family. If you are married and live in Texas on the date you sign this Agreement or during the term hereof, you agree to hold your Earned Income in a separate bank account from your spouse.

[E-signature Page Follows]

The parties, intending to be legally bound, have executed this Agreement as of the date set forth below.

By e-signing below, you acknowledge that you have read this entire Agreement carefully and agree to its term.

FLATIRON SCHOOL LLC:

PARTICIPANT:

By: *Adam Enbar*

(Signature)

By: _____

(Signature)

Date: _____

Date: _____

Name: Adam Enbar

Name: Benjamin Atkin

Title: CEO

Address: **Flatiron School LLC**
18 West 18th Street, 7th Floor
New York, NY
10011

Address: 1735 W 540 N, 801
St. George, UT, Utah
84770

Phone: 4356688069

E-mail: ISA@flatironschool.com

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

Schedule A
Flatiron Eligible Program

- Full-Time Online Software Engineering
- Part-Time Online Software Engineering
- Full-Time Online Data Science
- Part-Time Online Data Science
- Full-Time Online UX Design
- Part-Time Online UX Design
- Full-Time Online UI Design
- Part-Time Online UI Design