

TRAINING AGREEMENT
FULL-TIME WEB DEVELOPMENT CODING BOOTCAMP

Between the undersigned:

1- Le Wagon Argentina S.A. - registrada en el Registro de Comercio de Buenos Aires con el número 1983030 (Registro de sociedades por acciones numero 22921, foja 110) con sede en Piso 13, San Martin de Tours 2908, Ciudad Autónoma de Buenos Aires, Argentina, representada por Sr Sebastian Guillermo BUFFO SEMPE for the purpose hereof,

Hereafter, the **“Training Organisation”**

2- The Trainee, identified as follows:

First name and last name: David Alexander Varon Duarte

Address: Calle 1C #2B-90 villa Camila San Luis, Cucuta - Norte de Santander, Colombia

ID: CC: 1036683986

Phone: +573232313535

Email: david.varon@upb.edu.co

Age: 23 años

Hereafter, the **“Trainee”**

Hereafter, collectively the **“Parties”**

Article 1: Purpose of the Training Agreement

In performance of this agreement (the **“Training Agreement”**), the Training Organisation undertakes to organise the training program (the **“Training”**) entitled **Full-Time Web Development Coding Bootcamp**, taking place for 9 (nine) consecutive weeks.

Article 2: Nature and characteristics of the Training

The Training will be held from 24/04/2023 to 23/06/2023, from Monday to Friday, on a full-time basis (circa 8,5 hours a day). The Trainee is expected to attend every day of the Training from start to finish, Online or On-site, depending on the session. This represents a total of 45 working days (or 360 instructional hours).

The Trainee will have to follow a mandatory forty (40) hours preparatory course, provided by the Training Organisation. This preparatory course must be completed by the trainees before the Training .

The control of the Trainee’s attendance is done by signing an attendance sheet twice a day, at the beginning of the morning and afternoon sessions. In the case of a “remote learning” format set up for health reasons, trainees’ attendance will be checked by the trainers by recording their connection to the Le Wagon’s pedagogic platform.

At the end of the Training, a training certificate will be issued to the Trainee.

A full description of the Training is provided here : <https://www.lewagon.com/web-development-course>.

During the Training, the Trainee will learn and practice the following core concepts:

- SHELL commands to interact efficiently with the computer through the Terminal;
- Algorithmics and Object-Oriented Programming with the RUBY language;
- Version control with GIT, source code remote storage, and team collaboration with GitHub;
- Data modeling, relational database design, and SQL queries;
- Web application development with the RUBY ON RAILS framework (MVC design pattern);
- Web pages content definition & layout specification with HTML and CSS;

- Web pages behavior programming with the JAVASCRIPT language, jQuery, AJAX, Bootstrap;
- Integration/Creation of RESTful Web APIs;
- Deployment on HEROKU.

The Trainee will also be introduced to the following development techniques:

- Test-driven development (TDD);
- Code refactoring;
- Continuous deployment;
- UX/UI best practices;
- Agile methodologies & proven technical workflow (user stories, DB scheme, mockups,...).

At the end of the 9-week Training, the Trainee will be invited to take part in the Career Week (attendance remains optional).

Article 3: Level of prior knowledge required to join the Training

The Training is designed for beginners. However, the full completion of the required preparatory work by the Trainee **prior to the start of the Training** is mandatory. The Trainee shall also (i) have a good command of Windows and/or Mac OS X and a good knowledge of the internet and (ii) have an **intermediate level of English**.

Article 4: Trainers, educational resources and pedagogical approach

The teachers teaching during the Training are professional web developers. They are assisted by teaching assistants.

The 1.5 to 2-hour morning lecture is given by the teacher with lots of live-code demos. It is followed by a set of practical exercises (real-life coding challenges) to be performed throughout the day by the trainees in pairs (changing every day), on our custom-made auto-correcting platform, and with the support of our teachers and teaching assistants. By the end of the day, a 1-hour live-code correction session is organised for and with the entire class, to sum up and consolidate the new concepts taught during the day.

The Trainee receives unlimited access to all online course materials for at least 2 (two) years from the end of the Training , including any future updates and additions, which will help them review and consolidate the content covered during the Training .

Article 5: Cooling-off period

From the date of signing the Training Agreement, the Trainee has a period of ten (10) days to exercise its right of withdrawal in accordance with Section 34 of the Argentinian Consumer Defense Law (*Ley de Defensa del Consumidor*).

The Trainee shall notify the Training Organisation within this period by registered letter with acknowledgement of receipt to the address indicated on the first page with a copy sent to the following address: finanzas-ar@lewagon.org.

In this case, the registration will be cancelled and the Training Organisation will reimburse within fourteen (14) days any amount already paid by the Trainee. However, if the Training has already started during the cooling-off period, an amount proportional to the training days elapsed until the day of notification of withdrawal from this Training Agreement shall be retained from the amount reimbursed.

Article 6: Tuition fee and payment schedule

The tuition fee (the “**Tuition Fee**”) for the Training is \$4950 (four thousand, nine hundred and fifty united states dollars) in total, VAT exempt.

The payment modalities is as follows:

OPTION 1: Discounted Advanced Payment

The Tuition Fee for the 9-week program is \$4,950 USD (the “Reduced Tuition Fee”) in total where a 10% discount is applied as consideration for Referall program.

OPTION 3: 3 Installments

- Upon signature of the Training Agreement, a deposit of \$1650 shall be paid within 14 following days and in any case before the start of the Training,
- the remainder of the Tuition Fee shall be paid in **2 equal installments** of 1650 USD each as from the following month and within the first 10 days of every month until the total amount of the Tuition Fee (\$4950) is complete.
- By credit card through an online payment processing platform, as indicated by the Training Organisation.
- By bank deposit or wire transfer. Bank charges and exchange costs incurred for payments in different currencies are not included in the Tuition Fee. **Such charges and costs shall be borne by the Trainee, in addition to the Tuition Fee.** In case of late installments payment (after the 10th of each month), a delay interest and a fixed compensation will

be charged.

Foreign students - Payment in USD

Wire Transfer in USD

BANK: BANCO SANTANDER CHILE

Bank Address: BANDERA 140, Santiago, 8340455, Región Metropolitana, Chile

SWIFT: BSCHCLRM

TRANSFER EXPENSES: OUR

Bank account number (USD): 5100555508

Company Name: BOOT CAMP CHILE SPA

ID/RUT: 77.303.387-0

Company Address: El Bosque Norte 107, Of 21 22, Comuna: LAS CONDES - Ciudad: SANTIAGO

Phone: 222067797

Postcode: 7550000

e-mail: finanzas-cl@lewagon.org

Please note that failing to make complete payment in due time in accordance with the payment schedule described here above may result in **the exclusion** of the Trainee from the Training and all related access to the platform.

Article 7: Code of conduct

By signing this Training Agreement, the Trainee undertakes to comply at all times with the provisions set forth in the **Code of conduct** disclosed in Exhibit A. Failure to do so will result in the termination of the Training for the Trainee.

Article 8: Change of session the Training's session

Change of session the Training's session at the request of the Trainee

A change of the Training's session may be granted at the request of the Trainee subject to the Training Organisation's approval.

No fee will be charged for any change of batch at the Trainee's initiative provided that it is made (a) within the first 2 weeks of the Training **and** (b) that it is the first change requested by the Trainee.

Should such a change be requested later than the deadline provided hereinabove or should it be requested more than once, the Trainee may still benefit from a change of Training subject to the Training Organisation's approval. In such a case, administrative fees amounting to 10% of the total price of the Training will be charged to the Trainee on top of the Tuition Fees.

Change of Training's session at the request of the Training Organisation

A change of session may be required by the Training Organisation in the following cases:

- (i) The Trainee missed two (2) consecutive days and/or more than three (3) days in total during the Training's session;
- (ii) The Trainee was late more than five (5) times during the Training's session;
- (iii) The Trainee does not obtain a sufficient score on the various quizzes taken during the Training's session.

In this case, the Trainee will be able to change session and will have to pay, in addition to the total price of the Training's session initially chosen, management fees corresponding to **10% of the total price of the Training's session**.

Changes of Training's session are only possible for the same course and on the same campus.

Article 9: Postponement, cancellation or interruption of the Training

Postponement or cancellation of the Training

The Training Organisation reserves the right to postpone or cancel the Training if the minimum quota of definitive registrations is not reached or in the event of force majeure. In the event that a Training session is postponed, the Trainee is immediately informed and automatically repositioned on the next organised Training session. In the event that the Trainee has already paid all or part of the price of the Training and does not wish to be repositioned, he/she may be reimbursed the amount paid within fourteen (14) days of the notification sent to the Training Organisation to this effect.

Interruption of the Training

Should the Training Organisation terminate the Training early, or should the Trainee quit the Training, this Training Agreement will be terminated in accordance with the following financial terms and conditions:

- In the event that the Training is terminated early by the Training Organisation due to a violation of the **Code of conduct**, the total amount of the Tuition Fee will remain due to the Training Organisation.
- In the event that the Training is terminated early by the Training Organisation for any other reason than a violation of the **Code of conduct**, the days of the Training effectively provided up to the date of termination will be due by the Trainee on a pro rata basis per day with reference to the total duration of the Training provided for in this Training Agreement. The Training Organization will proceed with the reimbursement of the amounts paid corresponding to the pro rata of the days not carried out, after deduction of the management fees corresponding to **10% of the total amount of the Training**.
- In the event that the Training is terminated by the Trainee for any reason other than a duly recognised case of force majeure, the total amount of the Tuition Fee will remain due to the Training Organisation.
- If the Trainee is prevented from attending the Training due to a duly recognised case of Force Majeure (1) , the Training Agreement shall be terminated at the date at which the event of force majeure is notified to the Training Organisation by written notice (the "Force Majeure Notification Date") at the following address:

Le Wagon Buenos Aires

Humboldt 1967, C1414CTU CABA

With a copy sent by email at the following address: finanzas-cl@lewagon.org. In such a case, the days of the Training effectively provided up to the Force Majeure Notification Date will be due by the Trainee on a pro rata basis per day with reference to the total duration of the Training provided for in this Training Agreement. The Training Organization will proceed with the reimbursement of the amounts paid corresponding to the pro rata of the days not carried out, after deduction of the management fees corresponding to **10% of the total amount of the Training**.

On the basis of this computation, as the case may be, the Training Organisation may refund the Trainee of the corresponding amount paid in excess within 30 (thirty) days as from the Force Majeure Notification Date.

The deposit paid by the Trainee to the Training Organisation will **not be reimbursed** in the event of any interruption for whatever reason, except if occurred during the cooling-off period.

No refund shall apply for any interruption, whatever the reason is, occurring after the end of fourth (4th) week of the Training.

(1) As the COVID pandemic is a known and ongoing global issue, this would not constitute a case of Force Majeure regardless of any changes to the format caused by COVID.

Article 10: Photo and video disclaimer

The Trainee gives Le Wagon permission to use images or videos of them made by the Training Organisation during the Training for purposes which may include advertising on social media. In the event the Trainee does not wish to have his/her image used by the Training Organisation, he/she shall inform the Training Organisation at his/her earliest convenience at the latest during the first week of the Training.

The Trainee's consent is valid for an indefinite period of time but can be withdrawn at any time by sending an email to privacy@lewagon.org. The Training Organisation shall then proceed to the withdrawal of the relevant image or video, it being specified that it may not apply to material already published depending on the publishing medium.

Article 11: Processing the information provided by the Trainee

11.1. Trainee's employment information and job reporting

By signing the Training Agreement, the Trainee undertakes to provide employment information to the Training Organisation and to respond to all enquiries concerning their work situation for up to 1 year after completion of the Training. This could notably include sharing information on employment contracts, start dates, salary information, job role and terms of employment. All information will be stored securely and remain confidential. It shall not be shared or disclosed to third parties (other than companies affiliated with the Training Organisation for data storage purposes or to governmental authorities of accreditation purposes) for any reason whatsoever without the Trainee's prior written consent.

The Training Organisation collects employment information for the purpose of publishing anonymised job reports in line with the tech industry standards and maximizing the employability of its alumni.

11.2. Information shared with partner companies

In order to facilitate the job search of trainees after their Training, the Training Organisation may share the Trainee's information with its partner companies, and in particular the Trainee's professional experience, diplomas, personal e-mail and links to their profiles on various professional networks.

The Trainee acknowledges that they have consented to the processing of personal information referred to in this article. If this is not the case, the Trainee may express their refusal by sending an email to marig@lewagon.org entitled "Refusal to share information with partner companies" and specifying their batch number.

Article 12: Language, Applicable law and election of jurisdiction

As the Training Agreement is drafted in English, the Parties acknowledge to fully understand English.

The Training Agreement and any claim, controversy or dispute arising under or related to this Training Agreement, if it cannot be settled amicably, shall be governed by and construed in accordance with the law of the Training Organisation's jurisdiction.

If it cannot be settled amicably in the first instance, any claim, controversy or dispute to which this Training Agreement and, as the case may be, the agreements resulting therefrom may give rise, concerning their validity, interpretation, execution, resolution, and consequences shall be submitted to the exclusive jurisdiction of the competent courts of the judicial district of Buenos Aires.

Article 12: Limitation of Liability

In no event will the Training Organisation, its shareholders, officers, directors, employees, or agents shall be liable for any indirect, incidental, ordinary, consequential, special, punitive, or exemplary damages, arising out of relating to this Training Agreement or in connection to the Training. This limitation of liability will apply regardless of the form of action, whether in contract, warranty, tort, negligence, strict liability, or under any other legal theory.

In any event, the total liability of the Training Organisation for claims by the Trainee or any other person arising under this Training Agreement shall be limited to the amount of fees paid by the Trainee hereunder.

Article 13: Electronic signature

This Training Agreement is drawn up and signed by each of the signatories electronically, under the aegis of the DocuSign platform, whose platform allows a digital copy of this Agreement to be delivered to each of the Parties.

Each of the Parties acknowledges that it has received all the information required for the electronic signature of this Training Agreement and that it has signed this Training Agreement electronically with full knowledge of the technology used and its terms and conditions, and therefore waives any claim and/or legal action challenging the reliability of this electronic signature system and/or its intention to enter into this Training Agreement in this respect.

Signed electronically on

For the Trainee

For the Training Organisation

A handwritten signature in black ink, featuring a large, stylized 'S' or 'Z' shape on the left, followed by a vertical line and a small flourish at the top right.

Exhibit A

CODE OF CONDUCT

Le Wagon Code of Conduct outlines our expectations regarding trainees' behavior towards their fellow trainees, trainers and the overall organization and Training.

Per the training agreement the trainees signed, all trainees are in fact bound by their contract to follow our Code of Conduct on a daily basis while attending the Training and after when using Le Wagon tools.

Any violation of this Code of Conduct may result in disciplinary actions including, as the case may be, exclusion from the Training and/or from accessing Le Wagon tools.

If you have a question or feel that a fellow trainee is not meeting the commitment outlined herein, we want to hear from you – do not stay silent. Contact your Batch Manager or any member of the staff of the Training Organization.

Attendance

- The Trainee shall not miss more than three (3) days (and not more than two (2) days in a row) throughout the Training unless stricter rules are provided by the campus/local regulations ; absence negatively impacts the learning experience of other trainees, disrupts group work and may jeopardize your public funding as the case may be.
- The Trainee shall be on time every day of the Training and be ready to start the session at the exact start time.
- Attending all sessions of the Training and watching online lectures ahead of the corresponding on-campus session is mandatory.
- Should the Trainee miss a session or full-day of the Training, the Trainee shall notify the Batch Manager or, as the case may be, the teacher in charge of that session by way of a written Slack message as soon as possible and, in any case, before the start of that session.
- The Training Organisation may exclude the Trainee from the Training who has not respected the conditions of absence set out above or who has been late more than 5 times.

Work ethic and academic conduct

- Following the Training Organisation's expectations for high standards in training, the Trainee shall demonstrate a strong work ethic and academic conduct by adopting a proactive attitude during lectures, completing daily challenges, quizzes, projects, and flashcards.
Please note that any wrongful attitude and/or repeated failure to complete daily challenges, quizzes, projects or flashcards may result in the Trainee's exclusion from the Training.
- The Trainee shall be friendly, collaborative, and open for communication to make the most of the Training Organisation's pair-programming and project-based learning approach. By doing so, the Trainee facilitates teamwork and allows other trainees to make the most of the Training.
- The Training Organisation highly encourages the Trainee to make the most of its teaching methodology by seeking assistance from teachers and teaching assistants through the ticketing system.
- The Trainee shall respect their fellow trainees, trainers and staff members at all times. This implies respecting their privacy, freedom of expression as well as any religious or other beliefs.
- The Training Organisation will not tolerate any form of discrimination, regardless of its manifestation. Likewise, the Training Organisation will not tolerate any form of sexual harassment, which can happen in any number of ways, including:
 - written or verbal comments of a sexual nature, such as remarks about a someone's appearance, questions about their sex life or offensive jokes;
 - displaying pornographic or explicit images;
 - slack or other messages with content of a sexual nature;
 - unwanted physical contact and touching;
 - sexual assault.

Health & safety

The Trainee shall not put any other trainees, trainers or staff member's safety at risk by acting recklessly or negligently.

Campus

- The Trainee shall treat the Training Organisation's property, whether material or intangible, with respect and care at all times.
- The Trainee shall keep the kitchen and other shared areas clean and tidy at all times, especially when events are running in the evening.
- Following the clean-desk policy, the Trainee shall remove all items from their workspace and place mugs/plates in the dishwasher.

Use of Le Wagon's WIFI network, pedagogical platforms and Slack® instant messaging system

- Trainees must accept and comply with the terms of use of the Le Wagon's pedagogical platforms and with Slack® instant messaging system used during and after the Training.
- Trainees are solely responsible for the information they publish on the pedagogical platforms and/or the instant messaging system and undertake to respect the proper use of said tools, in particular to maintain **personal and private use** of them.
- When using the Le Wagon WIFI network, trainees are required to make an appropriate use of it and to comply with all Training Organization policies, as well as the relevant laws and/or regulations relating to the appropriate use of technology.

Le Wagon© Intellectual Property

- All the elements constituting the platforms and/or the Training programme (texts, graphics, software, photographs, images, videos, slides, sounds, logos, trademarks, designs, and works, etc.) and the platforms and/or the Training programme themselves remain the exclusive property of the Le Wagon Group.
- The Trainee acknowledges that nothing contained herein shall be construed as granting or conferring any intellectual property rights in the proprietary information of Le Wagon.
- The Trainee acknowledges that, without the express prior written consent of Le Wagon, they are not entitled to reproduce, download or communicate to the public, whether for commercial purposes or not, the courses provided by Le Wagon and/or any courses material or other elements (texts, graphics, software, photographs, images, videos, slides, sounds, logos, trademarks, designs, ideas, and works, etc.) incorporated by the platforms and/or the Training and/or consolidate, whether for commercial purposes or not, all or part of these contents in a third party site or on any other kind of medium.
- Le Wagon reserves the right to exclude you from Le Wagon's pedagogical platforms and from Slack ® instant messaging system for any reason that poses a direct business risk and/or risk of infringement of the proprietary information of Le Wagon.