

**AGREEMENT FOR COMPUTER TRAININGS AND JOB PLACEMENT**  
**FUTURE SPHERE CORPORATION**

This agreement made on the 15th day of February, 2020, for computer training and job placement between \_\_\_\_\_ (“Customer/ Student”) and **Future Sphere Corporation, located at 2807 Jackson Avenue Long Island City, N.Y. 11101** (“Trainer/ School and Job Placement Agent/ Broker”).

**1. SERVICES PROVIDED**

1.1 *Services*. Trainer agrees to provide students with computer training and job placement services at the fees described in Section 2.

1.2 *Control of Services*. Trainer shall determine the time, place, method, details, and means of performing the Services.

**2. SERVICE FEES**

2.1 *Tuition Fee*. The tuition fee shall be \$15,000.00 USD up front. The payment options are 1 of the 2 payment plans:

(i) \$15,000.00 in full payment payable to the school as a one (1) time payment.

**OR**

(ii) Deferred Tuition Payment Plan of the school in which 20% of the student’s annual gross base salary shall be payable to the school (such 20% is/equals to the student’s salary) until the tuition amount is fully paid off.

(a) *Tuition Payment and Calculation*. The student’s tuition payment shall be 20% of the annual gross salary after the remedy of the security deposit (percentage may be adjusted in the future). If the student’s annual gross salary is more than \$100,000.00 USD, then the calculation is based on \$100,000.00 USD.

(b) *Calculation Instructions*. The annual gross salary is calculated by the base salary offer and it does not include bonus or stock option(s) or any other form(s) of compensation. The annual base salary is also calculated pre-tax (not take-home pay).

(i) An \$80,000.00 USD annual gross salary equates to \$12,000.00 of tuition.

(c) *Calculation Examples*.

· Example: If student’s annual gross annual salary is \$120,000.00, then \$100,000.00 (adjusted capped gross annual salary)  $\times$  15% - \$4,000.00 (deposit) = \$11,000.00 tuition to be payable to the trainer/ job placement agent or broker upon accepting a job offer.

· Example: If student's annual gross salary is \$85,000.00, then \$85,000.00 (gross annual salary)  $\times$  15% - \$4,000.00 (deposit) = \$8,750.00 tuition to be payable to the trainer/ job placement agent or broker upon accepting a job offer.

2.2 *Security Deposit*. The security deposit shall be \$4,000.00 USD and paid to the trainer 15 days (including Saturday and Sunday) before the date of the first class. The security deposit may be remedied for the tuition payment.

### **3. PAYMENT TERMS, PAYMENT METHODS AND INTEREST**

3.1 *Payment Terms*. The default payment term(s) shall be a one time (1) payment of 15% of the student's salary to the trainer/ job placement agent or broker beginning on the month and date in which the student accepted the job offer OR the student may elect to enter the school's payment program(s) of 6 or 12 months in within 30 days of acceptance of the job offer if the student did not have the finance(s) to pay for the one time (1) payment.

(a) If the student elect to pay off the tuition's remaining balance in within the first (1<sup>st</sup>) month of employment, then the monthly tuition payment interest rate shall be 0%.

(b) If the student elect to pay off the tuition's remaining balance within six (6) months of employment, then the monthly tuition payment interest rate shall be 5%.

(c) If the student elect to pay off the tuition's remaining balance within twelve (12) months of employment, then the monthly tuition payment interest rate shall be 8%.

3.2 *Payment Methods and Service Fee(s)*.

(a) Cash Payment – No Service Fee(s) and/or Transaction Fee(s)

(b) Credit Card Payment – 3% Service Fee(s) and/or Transaction Fee(s)

(c) Checking Bank Accounts Transfer – 1% Service Fee(s) and/or Transaction Fee(s)

### **4. JOB PLACEMENT**

4.1 *Type of Job Placement*. There will only be programming related job placements provided by the job placement agent/ broker or trainer.

4.2 *Project Assignment(s)*. Any commercial/ non-commercial project(s) assigned to the student before graduation are expected to serve for the sole purposes of training and education. The student WILL NOT be paid to work on such project(s).

(a) The student is encouraged to take on external commercial project(s) on their own but the school does not assume any responsibility(ies) or take any part(s) in any commercial project(s)/ contract(s) that the student is involved in.

(b) We do not guarantee commercial/ non-commercial assignment(s) and/or project(s) to every student. The assignment(s) and/or project(s) will be assigned to the student based on individual skill(s) and merit(s).

## **5. RELEASE OF SECURITY DEPOSIT (IF NOT REMEDIED INTO TUITION PAYMENT)**

5.1 *Release/Return*. The security deposit shall be released/returned to the student if the student cannot find or obtain any job offer(s) within 395 days after graduation (Latest Release Date: June 30, 2021).

## **6. RETAINMENT OF SECURITY DEPOSIT**

6.1 *Dropout and Failures*. If the student dropped out and/or failed to meet the attendance requirement (2 classes or more), the security deposit will not be released/returned to the student.

6.2 *Good Faith*. If the student did not send out resumes in accordance with the request(s) of the teacher/ trainer/ job placement agent or broker, did not follow up with the job application(s) accordingly, and/or did not accept any one of the job offers, then the security deposit will not be released/returned to the student. In addition, if the student is found accepting or obtaining a job offer without immediate notification to the school, the student's security deposit (\$4,000.00 USD) shall be retained by the school and the school will initiate the collection process of the full tuition fee (\$15,000.00) in addition to the retained security deposit from the student.

6.3 *Extension*. If the student is placed in a contractor/internship/temporary position:

(a) The 12 months deposit return period automatically extends indefinitely.

(b) The school does not differentiate whether a contractor job/ internship job/ temporary position will be a full-time job or a part-time job; such acceptance shall be deemed as acceptance to an employment position but the contractor job's payment will not apply the full-time employment calculation term(s) however, the student is required to pay the full tuition amount of \$15,000.00 USD upon accepting such offers.

6.4 *Violation of Student Code of Conduct*. Violation of any Student Code of Conduct(s) shall result in the retainment of the full security deposit (\$4,000.00).

**Note 1:** Student should not be late or miss any interview. Lateness or missing any of the interview(s) shall be considered in violation of the Student Code of Conduct(s).

**Note 2:** See attachment(s) and/or rider(s) of the school for details.

## **7. SCHOOL TERMS**

7.1 *Admission Date*. Class(es) will begin on the 4th day of January, 2020.

7.2 *Graduation Date*. The graduation is expected to take place in late-May (May 31, 2020).

7.3 *Absences*. The student is expected to seek for assistance in the event of attendance absence(s).

## **8. Personal Identifiable Information (“PII”)**

8.1 *PII Disclosure*. The student agrees to share personal identifiable information (“PII”) with the school to facilitate the employment placement process. The PII includes but not limited to the following:

- (a) Current Phone Number
- (b) Current Email Address
- (c) Full Legal Name
- (d) Current Visa and/or Legal (Employment) Status
- (e) Current Salary
- (f) Social Security Number
- (g) Current Home Address

## **9. GENERAL MATTERS**

9.1 *Governing Law*. This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

9.2 *Modification*. No changes or waivers to this Agreement shall be binding unless made in writing and duly signed by authorized agents of both parties.

9.3 *Complete Agreement*. This Agreement and each Exhibit(s) and/or Rider(s) attached hereto set forth the entire understanding of the parties as to the subject matter therein and may not be modified except in a writing executed by authorized agents of both parties.

**IN WITNESS WHEREOF**, the parties hereto, each acting under due and proper authority, have executed this Agreement as of the date last written below.

**Student:**

**Trainer/ Job Placement Agent or Broker:**

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**Name:**

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**Company: Future Sphere Corporation**

**Title: Student**

**Title:**

**Date:**

**By (Name):**

**Date:**