



Yoll LLC

## **STUDENT ENROLLMENT SERVICE AGREEMENT**

**THIS STUDENT ENROLLMENT SERVICE AGREEMENT** (the “*Agreement*”) is made effective as of Feb 13, 2022 (the “*Effective Date*”), by and between **YOLL LLC** (hereinafter “*Yoll Academy*”), located at 10400 Eaton Place, Ste 227, Fairfax, VA, 22030 and Elshad Shahverdi (hereinafter “*Student*”), located at 6276 Sablewood place, Ottawa, Ontario, K1C7M5, Canada (collectively referred to herein as the “*Parties*,” and individually as a “*Party*”).

### **RECITALS**

**WHEREAS**, Yoll Academy possesses professional expertise in the fields of information technology teaching and mentorship; and

**WHEREAS**, Student desires to engage Yoll Academy and Yoll Academy accepts the engagement to perform certain professional information technology teaching and mentorship services for Student in accordance with the terms and conditions set forth in this Agreement.

**WHEREAS**, Student warrants that the information provided in **EXHIBIT B** (“*Personal Information*”) is true and accurate as of the Effective Date of this Agreement, and that Student shall update any such information with Yoll Academy should any information contained in **EXHIBIT B** change during the effective term of this Agreement.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements set forth herein, Yoll Academy and Student agree as follows:

1. **PURPOSE OF TEACHING ENGAGEMENT**. Student hereby retains the information technology teaching and mentorship services of Yoll Academy for the purpose of learning certain information technology skills and knowledge to be utilized in a professional position within the information technology field.
2. **DESCRIPTION OF THE SERVICES**. Yoll Academy will provide certain information technology teaching and mentorship services for Student as provided in “**EXHIBIT A**” (collectively the “*Services*” or the “*Program*”).
3. **TERMS/SCHEDULING**. The Services will be completed timely in accordance with the schedule set forth on “**EXHIBIT A**.”
4. **COMPENSATION OF YOLL ACADEMY**. In consideration for the Services, Student shall pay Yoll Academy in accordance with the payment schedule and terms set forth on “**EXHIBIT A**.”
5. **INTELLECTUAL PROPERTY RIGHTS**. Yoll Academy retains all ownership rights to the materials provided to Student during the term of this Agreement. The materials that Student is provided by Yoll Academy are for Student’s use only and with a single-user license. Student is not authorized to share, copy, distribute, or otherwise disseminate any materials received from Yoll Academy electronically or otherwise without Yoll Academy’s prior written consent. All intellectual property shall remain the sole property of Yoll Academy, and no license to sell or distribute Yoll Academy’s materials is hereby granted or implied. Student agrees not to reproduce, duplicate, copy, sell, trade, resell or exploit for any commercial or personal purposes any materials provided by Yoll Academy to Student without Yoll Academy’s prior written consent.
6. **ASSUMPTION OF RISK**. Student acknowledges that Student takes full responsibility for the Student’s wellbeing and all decisions made before, during and after the Services provided by Yoll Academy. All information and the Services provided to Student are made available to Student as business tools for Student’s own use and for informational and educational purposes only. Student accepts full responsibility for its choices, actions and results,



and expressly assumes the risk of the Services for Student's use, or non-use, of the information provided to Student. Student also acknowledges and understands that Student expressly assumes all of the risks related to the Services provided by Yoll Academy to Student, whether or not such risks were created or exacerbated by Yoll Academy.

## **7. DISCLAIMER OF WARRANTIES.**

7.1 Notwithstanding anything to the contrary in this Agreement, Yoll Academy makes no and disclaims all warranties, express or implied, including the implied warranties of merchantability, fitness for a particular purpose with respect to the Services to the extent permitted by applicable law. Yoll Academy makes no representations or warranties as to the success of the Services for any purpose or use. Past results are in no way a guarantee of results for any current student of Yoll Academy. Student hereby acknowledges and agrees that it is not relying upon or has not relied upon any representations or warranty not included in this Agreement that may have been made by any person and acknowledges and agrees that Yoll Academy disclaims any such other representations and warranties.

7.2 Yoll Academy warrants that Yoll Academy shall comply with all applicable federal and state laws and regulations in the performance of the Services contemplated by this Agreement.

7.3 Yoll Academy is not responsible for any damages for information or Services provided even if Yoll Academy has been advised of the possibility of damages.

8. **INDEPENDENT CONTRACTOR STATUS.** Yoll Academy is an independent contractor with respect to its relationship to Student. Neither Yoll Academy nor Yoll Academy's employees are or shall be deemed for any purpose to be employees of Student. Student shall not be responsible to Yoll Academy, Yoll Academy's employees, or any governing body for any payroll taxes related to the performance of the Services.

9. **LIMITATION OF LIABILITY.** Under no circumstances shall Yoll Academy be liable to Student or any third-party for indirect, incidental, consequential, special and/or exemplary damages (even if that party has been advised of the possibility of such damages), arising from the Services herein contemplated or any provision of this Agreement, such as, but not limited to, loss of revenue or anticipated profit or lost business, costs of delay or failure of delivery, or liabilities to third parties arising from any source. Yoll Academy's maximum liability hereunder shall be limited to the amount of fees paid by the Student to Yoll Academy for the prior month before any such claim arose. Yoll Academy shall be in no way responsible for any lost items and/or personal property of Student when or if Student attends any in-person portions of the Program.

10. **INDEMNITY.** Student shall indemnify and hold harmless Yoll Academy and its directors, officers, contractors, agents and affiliates from and against all allegations, claims, actions, suits, demands, damages, liabilities, obligations, losses, settlements, judgments, costs and expenses (including without limitation attorneys' fees and costs) which arise out of, relate to or result from any act or omission of Student with respect to the subject matter of this Agreement.

11. **NON-COMPETE COVENANT.** During the term of this Agreement and for a period of *two (2) years* after the training is completed Student shall not directly or indirectly, or otherwise own, control and/or participate in the ownership or control of any entity, business or enterprise that competes with Yoll Academy or become employed by or work with or for, in any capacity, whether as an employee, consultant or independent contractor, any entity, business or enterprise that competes with Yoll Academy. The terms of this non-compete covenant are intended to apply throughout the United States, and to all other geographic regions in which Yoll Academy conducts its business. For purposes of this section, a competing business, shall include, but not be limited to, any form of an information technology training program business operation.

12. **NON-DISCLOSURE COVENANT.** Student hereby agrees: (a) to hold the proprietary information of Yoll Academy in strict confidence and to take all reasonable precautions to protect such information (including, without



limitation, all precautions Yoll Academy employs with respect to its own confidential materials); (b) not to disclose any such proprietary information or any information derived therefrom to any third-party; (c) not to make any use whatsoever at any time of such proprietary information except to utilize such information in accordance with the Services provided by Yoll Academy to Student; and (d) not to copy in any way any such proprietary information. For purposes of this Agreement, “*proprietary information*” shall mean any data and/or information that is competitively sensitive material and/or not generally known to the public pertaining to the service offerings of Yoll Academy.

12.1 Students are *NOT* allowed to share and/or distribute in any manner any of the training resources provided by Yoll Academy to Student with anyone outside of Yoll Academy’s operations.

12.2 Any authentication information utilized by Student in connection with the Services of Yoll Academy shall not be shared with any other third individuals and/or entities. “*Authentication information*” includes, but is not limited to, login credentials to Webinars, login credentials to the learning platform and/or other platforms, etc.

13. **FRAUDULENT BEHAVIOR.** In Yoll Academy’s efforts to limit fraudulent behavior, Student agrees to adhere to the following policies:

13.1 Students may be requested to turn on their cameras on their computers and/or laptops during any lessons provided by Yoll Academy to Students if Student is attending an online lesson, and Student shall clearly be visible in the front area of the computer and/or laptop camera.

13.2 Student may keep his or her camera off during any online lesson, only if Yoll Academy and/or Yoll Academy’s instructor gives Student prior permission.

13.3 *Tracking of Student’s Use of Yoll Academy’s Teaching Services.* Yoll Academy may use and/or analyze Webinar and/or learning platform logs for the purpose of identifying any misuse of Yoll Academy’s services and/or the possible fraudulent behavior of a student.

13.4 ***Penalties for Violation of Yoll Academy’s Policies.*** Should Yoll Academy have reason to believe, in its sole discretion, that any Student is committing fraud on Yoll Academy and/or in any way misusing Yoll Academy’s Services, Yoll Academy may (a) remove the Student immediately from the Program and/or (b) require any additional individual and/or entity that benefitted from any such violative behavior to sign an agreement requiring the immediate payment of a full tuition payment in addition to a *thirty percent (30%)* penalty fee to be computed based upon the entire tuition payment amount. If any such third-party individual and/or entity refuses to pay such tuition and penalty fee, Student may be held financial responsible for the payment of any such additional tuition payment and fee.

14. **TERMINATION OF STUDENT’S PARTICIPATION IN THE PROGRAM.** Yoll Academy reserves the right to terminate Student’s participation in the Program, if, in the sole discretion of the Yoll Academy, Student (a) acts in a dishonest or deceitful way; (b) acts fraudulently and/or perpetrates a fraud; (c) behaves immorally; and/or (d) is physically violent in any manner whatsoever. Should Yoll Academy terminate Student’s participation in the Program for any of the herein mentioned reasons, Student shall receive no refund of any fees and/or payments made by Student to Yoll Academy.

15. **ASSIGNMENT.** This Agreement is not assignable, in whole or in part, by Student without the prior written consent of Yoll Academy. Any attempt to make such assignment shall be void.

16. **ATTORNEYS’ FEES.** In any legal action between the Parties concerning this Agreement, the prevailing Party shall be entitled to recover reasonable attorneys’ fees and costs.



17. **SEVERABILITY**. If any provision of this Agreement is held to be invalid, illegal or unenforceable, the remaining portions of this Agreement shall remain in full force and effect and construed so as to best effectuate the original intent and purpose of this Agreement.

18. **EQUITABLE REMEDIES**. Yoll Academy may be entitled to equitable relief, including injunction and specific performance, in the event of any breach of the provisions of this Agreement by Student or its representatives, in addition to all other remedies to them in accordance with the terms of this Agreement. Any remedy provided for in this Agreement is not intended to be exclusive of any other available remedy or remedies but shall be cumulative and shall be in addition to every other remedy given under this Agreement or existing at law or in equity or by statutes.

19. **GOVERNING LAW & FORUM**. This Agreement shall be construed in accordance with the laws of the *State of Virginia*, without regard to conflict of laws rules. Venue shall be in a court of competent jurisdiction in the *State of Virginia*, and both Parties expressly consent to jurisdiction in such courts.

20. **COMPLETE AGREEMENT & AMENDMENT**. This Agreement supersedes all prior agreements and understandings between the Parties for performance of the Services and constitutes the complete agreement and understanding between the Parties. The Parties may only amend this Agreement in a written document signed by both Parties.

**IN WITNESS WHEREOF**, the Parties have executed this *Academy Student Enrollment Service Agreement* as of the date first written above.

**YOLL LLC**  
*Yoll Academy*

**Elshad Shahverdi**  
*Student*

Signature: Elchin Aghabayov

Name (printed): Elchin Aghabayov

Title: Cofounder

Date: Feb 13, 2022

Signature: Shil  
Elshad (Feb 13, 2022 23:44 EST)

Name (printed): Elshad

Date: Feb 13, 2022



## EXHIBIT A

1. **INFORMATION TECHNOLOGY TEACHING SERVICES & METHOD (THE “SERVICES”).** Yoll Academy shall provide Student with information technology training for a total of 24 weeks (the “*Training Term*”). The Training Term shall include coursework concerning the following field: Automation Testing/SDET. The timelines and the program itself are approximate and are subject to change based upon the availability of Yoll Academy.

2. **DURATION OF THE TRAINING SERVICES.** This Agreement will begin on the *Effective Date* written above and shall continue until Yoll Academy has been paid fully in accordance with the terms herein.

### 3. TUITION EXPENSES & COMPENSATION OF YOLL ACADEMY .

3.1 Student’s total tuition expense shall be paid to Yoll Academy in two (2) parts for a total payment of ***Eight Thousand U.S. Dollars (\$8,000.00)*** (the “*Total Tuition Expense*”). The first part shall be paid during the Program, and the second part shall be paid after the Student obtains employment in the information technology field with the knowledge gained from Student’s participation in the Program with Yoll Academy.

3.2 **Registration Fee.** Student shall be required to submit a registration fee of ***One Hundred U.S. Dollars (\$100.00)*** to Yoll Academy at the conclusion of the free *four (4) week* trial period. Such registration fee shall be applied to Student’s Total Tuition Expense.

3.3 **First Part of Total Tuition Expense Payment.** Student’s first payment to Yoll Academy shall be in the amount of ***Four Thousand U.S. Dollars (\$4,000.00)*** (the “*First Payment*”). Once the Program begins, Student shall pay Yoll Academy ***Six Hundred and Fifty U.S. Dollars and Zero U.S. Cents (\$650.00)*** Per Month for a period of *six (6) months*. Such monthly payments shall be due each month on the day Student begins his or her training with Yoll Academy. Student can qualify for a one time discount if Student decides to make full payment of ***\$8000*** total during registration.

3.4 **Second Part of Total Tuition Expense Payment.** Student’s second payment to Yoll Academy shall be due within *sixty (60) days* of Student starting an IT related job, and this section shall be applicable at all times during Student’s enrollment in the Program and for a period of two (2) years after enrollment in the Program. The Student agrees to notify Yoll Academy with *seven (7) days* of Student receiving an employment offer letter. Student shall provide Yoll Academy with a copy of the applicable employment offer letter, and the Student’s written acceptance of such offer. Once such items are received by Yoll Academy, Yoll Academy shall issue an invoice of ***Four Thousand U.S. Dollars (\$4,000.00)*** to Student. Student shall pay Yoll Academy ***Two Thousand U.S. Dollars and Zero U.S. Cents (\$2000.00)*** Per Month for a period of *two (2) months*. Such monthly payments shall be due each month on the day Student begins his or her IT related job. For purposes of this section an “*IT related job*” shall include any job in the following industries: Software Development and/or Software Testing field in any industry. Any fees related to the additional services requested by the Student are not covered by this tuition payment.

3.5 **Bootcamp Prep Transfer.** If Student completed the Bootcamp Prep program previously and continues with the current Cohort, the already paid amount will be deducted from the ***Second Part of Total Tuition Expense Payment*** mentioned in section 3.4.

3.6 **Payment Method(s).** All payments mentioned herein shall be paid by Student to Yoll Academy via online payment, personal check, money order or certified check. There is a ***Seventy-Five U.S. Dollars (\$75.00)*** fee for returned checks. There will be an additional transaction service fee of 1.0% for any online payments. Yoll Academy reserves the right to end Student’s enrollment in the case of a delinquent account.



4. **WITHDRAWAL POLICY.** Student may withdraw from the Program at any time, but if student decides to withdraw, already paid amounts by Student are not refundable.

5. **LATE FEES.** A late charge of \$50 shall be added for any delinquent payment of Student. Furthermore, Student agrees to pay for any and all costs of collections, including any applicable collection agency fees, attorneys' fees and/or court costs incurred by Yoll Academy.

5.1 Should a Student's account be in arrears more than *ninety (90) days* at any given time, Yoll Academy shall have the right to accelerate the total unpaid balance of tuition and fees due under this Agreement. Furthermore, when any such Student account is in such arrears, Yoll Academy may direct such account to a collection agency and/or legal counsel in its attempt to collect upon any such Student's unpaid tuition and fees.

6. **STUDENT RESPONSIBILITIES.** Student acknowledges that success in any engagement between Student and Yoll Academy is predicated on the participation and availability of the Student. Student is solely responsible for creating and implementing its own decisions, choices, actions, and results arising out of or resulting from the teaching relationship contemplated herein. As such, Student agrees that Yoll Academy is not and will not be liable or responsible for any actions or inaction, or for any direct or indirect result of any services provided by Yoll Academy.

7. **IRS TAX FORM.** Student agrees that Student shall provide any and all tax forms to Yoll Academy for tax years in which Student is or was enrolled in the Program, and for the two subsequent years after Student's enrollment in the Program if requested by Yoll Academy. This will be used by Yoll Academy to verify, in its sole discretion, if Student has obtained employment in an IT related field, and to ascertain whether Student has fully complied with the terms of this Agreement. Student agrees to sign such IRS Form when and if required for Yoll Academy to obtain the Student's applicable tax return(s).

7.1 If Student refuses to supply the requested information to Yoll Academy in accordance with this Agreement, any tuition payments owed by Student to Yoll Academy as of the Student's date of refusal (if no response from Student, within *thirty (30) days* of Yoll Academy's request for compliance with this section) shall become immediately due in full, and Yoll Academy may direct such account to a collection agency and/or legal counsel in its attempt to collect upon any such Student's unpaid tuition and fees if the remaining tuition payment is not paid within *seven (7) days* of Yoll Academy's payment request to Student.



**EXHIBIT B**

**STUDENT PERSONAL INFORMATION**

Last Name: <b>Shahverdi</b>		
First Name: <b>Elshad</b>		
Middle Name:		
Street: <b>6276 sablewood place</b>		
City: <b>Ottawa</b>	State: <b>Ontario</b>	Zip: <b>K1C7M5</b>
Phone: <b>6473276464</b>		
Email: <b>elshad.shahverdi@gmail.com</b>		
Date of Birth: <b>03/25/1987</b>	SSN/SIN: <b>N/A</b>	
Emergency Contact Name: <b>Leyla</b>		
Emergency Contact Phone: <b>6472370621</b>		