

CANDIDATE OUTCOMES AGREEMENT

This agreement ("Agreement") is made between OUTCO, INC., also referred to as "we" or "us", and Ricardo Guzman, a participant in the training services provided by Outco, Inc., also referred to as "you." By signing this agreement, you acknowledge your understanding of the following:

1. **Program Description.** We will provide a five (5) week career development and training program to facilitate your job search ("Program") with the anticipation that you will receive an offer for a full-time or contract position (collectively "Qualifying Position"). We will continue to provide support for your job search for twelve (12) months from the program start date of December 17, 2018 ("Effective Date"). This support will continue until either the twelve (12) months have expired, or an offer for a Qualifying Position has been accepted.

2. **Cost of Program.** The cost for the Program is five-thousand dollars (\$5,000). The cost of the program is due within (5) days of execution of this Agreement.

a. The cost for the Program is refundable only if all of the following conditions apply: (i) resume services have not been completed; (ii) you accept an offer prior to the first day of the Program; and (iii) you did not receive *any* assistance from us in connection to such offer.

b. If you receive an offer on or before the Friday of the first week of the Program and (i) you completed the final round interview prior to the first day of the Program, and (ii) you did not receive *any* assistance from us in connection to such offer, you may withdraw from the Program and Outco will refund three-thousand five-hundred dollars (\$3500). If you do continue with the Program after the first week this refund will no longer apply.

3. **Required Attendance and Participation.**

a. You are required to attend Outco, Inc. training four (4) days a week for five (5) weeks. If you are unable to attend training for any reason, you must notify us immediately by sending an e-mail to outco.io/outcodersupport.

b. Required participation includes (i) attending the weekly Outco facilitated group checkin session ("Outcomes Class"), (ii) completing a weekly form detailing your job search progress ("Commitments Form"), and (iii) meeting two (2) times monthly every other week with your Outco assigned job search coach.

c. Outco, Inc. uses online task management software to monitor the status of your job applications. We will frequently monitor your account to track your progress. Accordingly, you are required to keep your job board in your account up-to-date with the current status of all job applications.

d. You are required to arrive to class prepared, including, but not limited to, watching any lecture videos and completing any homework assignments.

e. Each violation of the minimum attendance (i.e. no unexcused absences) and participation requirements outlined in this Agreement will result in a written warning. Upon issuance of a third written warning, Outco reserves the rights to dismiss you from the Program.

4. **Late Payment.** If you fail to pay the cost of the Program at the specified dates above, you must pay a late fee in the amount of ten percent (10%) of the amount due and owing, plus any fees and costs related to collection, including attorneys' fees.

5. **Confidentiality**. Outco, Inc.'s curriculum and materials are proprietary. By signing this Agreement, you acknowledge that you may not share or publish materials from this curriculum to anyone not currently attending or previously enrolled in the Program. In the event of unauthorized use or publishing of Outco, Inc.'s materials and curriculum, we will pursue all rights and remedies available to us under California law, including attorneys' fees.

6. **Resolution of Disputes**. This Agreement shall be governed in all respects by the laws of the State of California as they apply to agreements entered into and to be performed entirely within California between California residents, without regard to conflict of law provisions. You agree that any claim or dispute you may have with Outco, Inc. must be resolved by a court located in Santa Clara County, California, except as otherwise agreed by the parties. You agree to submit to the personal jurisdiction of the courts located within Santa Clara County, California for the purpose of litigating all such claims or disputes.

7. **Choice of Law**. This agreement shall in all respects be interpreted, enforced and governed by and under the laws of the State of California applicable to instruments, persons and transactions having legal contacts and relationships solely within the State of California.

8. **Mutuality**. The obligations of each of the parties to this Agreement are expressly conditioned upon the performance of the obligations of the other parties herein.

9. **Attorney Fees**. If there is litigation of any kind to enforce the provisions of this agreement, the prevailing party is entitled to recover from the defaulting party its reasonable attorneys' fees and costs incurred in connection with such litigation.

10. **Transferability**. The rights and obligations set forth in this Agreement are non-assignable and non-transferable unless otherwise agreed upon in a writing signed by all parties to this Agreement.

11. **Integration**. This Agreement supersedes all prior agreements and understandings of the parties with respect to the subject matter of this Agreement. This agreement cannot be modified except by a written document signed by all the parties.

12. **Invalidity of Any Provision**. If any provision, or any portion of a provision, of this Agreement is held to be illegal, invalid, or unenforceable by a court of competent jurisdiction under present or future laws effective during the term of this Agreement, the legality, validity, and enforceability of the remaining provisions shall not be affected.

Agreed By:

David Hopper

COO, Outco, Inc.



Signature

Date: 11 / 15 / 2018

Ricardo Guzman

Candidate Name



Candidate Signature

Date: 11/16/2018

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