

Viking Code School Deposit Agreement

This agreement is between Viking Code School (incorporated as Viking Education Inc) ("Viking") and the Participant ("You") as of Sept 22, 2016 and sets out the requirements for your course deposit for participating in the Viking Code School program.

Viking collects a non-refundable **\$2000** USD deposit. This is due when Participant accepts the offer in order to reserve Participant's place in the program.

The deposit is non-refundable because this place in the program represents one of a limited number and replacing it would result in significant difficulty and cost to Viking.

If Participant drops the course voluntarily or is dismissed for violating the standards laid out in the Enrollment Agreement, Viking will keep the deposit.

If Participant has a course fee obligation, Participant's deposit will be applied toward that fee when it is due.

The parties have executed this Agreement to be effective as of the date first set forth above.

Participant Signature:

PARTICIPANT NAME: Jonathan Popenuck

SIGNATURE: 
Jonathan Popenuck (Sep 26, 2016)

Viking Signature:

NAME: Erik S Trautman, CEO

SIGNATURE:

Viking Code School

Web Application Engineering Full Time Program

Enrollment Agreement

This agreement is between Viking Code School (incorporated as Viking Education Inc) ("Viking") and the Participant as of the date Sept 22, 2016 and sets out the terms and guidelines for participation in the Viking Code School program. Failure to adhere to these standards may result in dismissal from the program and forfeiture of Participant's deposit.

Deposit and Payment

Participant understands that participation in the program requires a deposit and that there is a fee associated with the program as well. Participant acknowledges that the obligation for this fee may extend beyond the term of participation in this program, as per the Deferred Fee Agreement.

Academic Standards

Participant understands that, in order to graduate from the program in good standing, they will need to hold to Viking's academic standards. Failing two of the periodic skills assessments during the program or failing to complete the required preparation work prior to beginning the program may result in dismissal from the program or failure to graduate in good standing.

Attendance

Participant understands that full participation in the program is required. Participant is expected to be present and available during published program hours unless the absence is excused in writing by a staff member (as it might be in cases of family emergency or severe technical difficulties). Having three or more unexcused absences might result in dismissal from the program or failure to graduate in good standing.

Standards of Conduct

Participant understands that, for this program to be successful for all participants, Viking needs to create a safe learning environment for everyone. Any behaviors that create a hostile learning environment for other participants are strictly forbidden and will result in immediate dismissal from the program. Specific policies relating to this clause may be updated from time to time and

at Viking's discretion as part of an official Code of Conduct. Participant will be notified of changes to this document by email.

Voluntary Program Withdrawal

Participant understands that, if they choose to withdraw from the program, Participant's access to program materials and tools may be immediately revoked, Participant will forfeit their deposit and may be responsible for providing all or part of the program fee, as per the Deferred Fee Agreement.

Involuntary Dismissal

Participant understands that, if they are in violation of any of the terms of this or other agreements, Viking may dismiss them from the program. In this case, Participant's access to program materials and tools will be immediately revoked, Participant may forfeit their deposit and may be responsible for providing all or part of the program fee, as per the Deferred Fee Agreement.

Discretionary Deferral

Participant understands that, if they are enrolled in a particular cohort and need to withdraw, Viking may, at their discretion, allow Participant to roll the enrollment forward into a future cohort.

Amendment

This agreement may only be amended by written agreement between Participant and Viking.

Web Portal and Program Materials

Participant understands that Viking will provide them with access to proprietary program materials during the program through the web portal. Access to the portal and the materials it contains, plus any associated code repositories, is granted or revoked at Viking's discretion. There is no partnership created between Participant and Viking through this access.

Program materials may include, but are not limited to, text files, demos, videos, projects, solutions and related materials. Participant understands that these represent proprietary copyrighted content and may not be shared outside the program unless Viking has explicitly made them public or granted Participant permission to do so in writing in advance. Any

derivative works produced directly from these materials are for personal use only unless exempted by Viking in advance in writing.

Career Services

Participant understands that individual job search assistance is available to participants and graduates in good standing during the program and the job search period. This assistance is provided on a best effort basis, requires Participant's ongoing participation, and does not come with any guarantee of employment of any kind. Participant specifically acknowledges that no representative of Viking's has guaranteed Participant employment in a particular job or salary range upon graduation.

The parties have executed this Agreement to be effective as of the date first set forth above.

Participant Signature:

PARTICIPANT NAME: Jonathan Popenuck

SIGNATURE: 
Jonathan Popenuck (Sep 26, 2016)

Viking Signature:

NAME: Erik S Trautman, CEO

SIGNATURE:

Viking Code School

Deferred Fee Agreement

This agreement is between Viking Education (incorporated as Viking Education Inc) ("Viking") and the Participant as of the date Sept 22, 2016 and sets out the rights and obligations concerning fees for participating in the Viking Code School ("The Program").

Viking Code School does not charge tuition. It provides training and placement services which Participant is responsible for paying for according to the terms of this agreement. The calculation and payment of Participant's total Fee Obligation for these services is deferred until Participant's Job Start Date. Participant's total Fee Obligation is a function of Participant's Eligible Income. Participant must meet the Deferred Fee Eligibility Requirements in order to qualify for the program.

Fee Obligation

Participant's Fee Obligation is **18%** of the Eligible Income from employment with Participant's first Eligible Position during the Job Search Period. The Fee Obligation is due according to the Fee Payment Schedule laid out in this agreement and subject to the clauses below.

Eligible Position

An Eligible Position is a full-time employment position either with a company in the technology field or in a technology role at a company in any field. This explicitly does not include freelance (contract) work, unpaid work, internships, or short-term work. Certain special cases like these may be covered separately under this agreement in the Special Cases section.

Notional Income

The Notional Income is the greater of Participant's offered or expected annual salary, inclusive of the value of any guaranteed bonuses, with Participant's first Eligible Position following Participant's enrollment with Viking Code School. This amount does not include bonuses offered for the sole purpose of relocation assistance or the monetary value of "perks" like health insurance or retirement plans.

Eligible Income

For all Notional Income amounts at or above \$50,000, the Eligible income is equal to the Notional Income.

Viking provides some fee forgiveness if Participant earns below certain thresholds, by reducing the Eligible Income, according to the following formula:

If the Notional Income amount is at or below \$30,000, Participant's Eligible Income is \$0.

If the Notional Income amount is between \$30,001 and \$50,000, Participant's Eligible Income will scale linearly from \$0 to \$50,000. For example:

If the Notional Income is \$30,000, the Eligible Income is \$0.

If the Notional Income is \$35,000, the Eligible income is \$8,750

If the Notional Income is \$40,000, the Eligible Income is \$20,000

If the Notional Income is \$45,000, the Eligible Income is \$33,750

If the Notional Income is \$50,000, the Eligible Income is \$50,000

Special Cases

Viking understands that it is sometimes beneficial to take certain forms of short-term employment as training or an on-ramp to full-time work. These positions, which include but are not limited to internships, contract-to-hire, temporary work, or anything with an expected duration of less than 90 days, are not considered Eligible Positions and will instead push back the Forgiveness Date by an amount equal to the time Participant is employed in that position. If Participant is then hired into an Eligible Position after completing this temporary work, Participant's fee obligation is calculated as normal based on this Eligible Position.

If Participant ceases Participant's job search during the Job Search Period prior to achieving employment with an Eligible Position, Participant forfeits their eligibility for the Deferred Fee Plan and incurs an immediate Fee Obligation of the Standard Fee.

If Participant incorporates a company, is granted 10% or more of the outstanding shares of a company (vesting over any period), or owns options (vested or otherwise) to purchase 10% or more of the outstanding shares of a company, Participant's Notional Income will be the greater of the fee laid out in the Notional Income section of this agreement or the Standard Fee. This amount is capped at twice the Standard Fee.

Participant will notify Viking in writing within 14 days of being covered by any of these cases.

Offer Date

The Offer Date is the date Participant receives an offer of employment at an Eligible Position which Participant later accepts.

Job Start Date

The Job Start Date is the first date Participant begins working at the Eligible Position.

Offer Acceptance Notification

Participant will notify Viking in writing within 14 days of Participant's acceptance of an offer of employment for an Eligible Position or any position which will affect Participant's Forgiveness Date. Participant will provide the details of this offer (see the "Offer Verification" section) so Viking can calculate Participant's Fee Obligation. Failure to notify Viking by the 15th day results in Participant incurring a \$100/day penalty starting from that point.

Training Period

The Training Period begins on the first day of Participant's cohort, **October 31st 2016**, and finishes on its official completion date 17 weeks later.

Forgiveness Date

The Forgiveness Date is 180 days after the completion of the Training Period and may be extended by other parts of this agreement.

Job Search Period

The Job Search Period begins on the first day of Participant's cohort and lasts until the Forgiveness Date.

Eligibility Requirements

The program is only available to eligible participants, as laid out in the Affirmation of Eligibility.

Fee Payment Schedule

Participant is obligated to pay the full Fee Obligation according to the following schedule. Participant's deposit will be applied towards the first payment of this obligation and any credit that results will be applied to successive following payments.

Participant owes the first payment on the first day of the month following the Job Start Date. If this date would occur less than 15 days after the Job Start Date, it will be changed to the first day of the following month instead. Additional payments are due on the 1st day of each month thereafter. Percentages are calculated out of the total Fee Obligation, such that the full obligation is paid off after the 6th payment:

Payment 1: 30%

Payment 2: 30%

Payment 3: 10%

Payment 4: 10%

Payment 5: 10%

Payment 6: 10%

Early Repayment

The Fee may be repaid early for no penalty or for a discount, as per Viking's discretion and by prior written agreement.

Late Fees

Starting on the day after Participant's first fee payment comes due and subsequently every 30 days thereafter, Participant will be assessed a 5% late-payment penalty on any due but unpaid balances. These penalties compound.

Fee Forgiveness

If Participant has reached the end of the Job Search Period while maintaining eligibility throughout it, has not accepted an offer of employment for an Eligible Position for which the Offer Date was within the Job Search Period period, has not entered a situation otherwise covered by the Special Cases in this agreement, and has signed a legally binding affirmation of these facts, Participant's Fee Obligation will be forgiven and Participant's deposit will be returned to Participant by check or another mutually agreed upon method via mail within 90 days.

Standard Fee

The Standard Fee amount is \$12,800.

Job Search Assistance Obligations

Viking's training and placement services are meant to help Participant gain employment during or following the training period. To ensure the greatest likelihood of Participant's success, Participant is required to actively participate in Viking's Job Search Assistance programs and maintain reasonable contact with Viking until Participant has accepted an Eligible Position or reached the Forgiveness Date. This includes abiding by the Job Search Agreement. Failure to meet the requirements here or in the Job Search Agreement is considered a violation of this agreement and will incur Penalties.

Eligible Geographies

Participant agrees to include positions located within Eligible Geographies in Participant's job search in order to have the best possible opportunity for success.

Eligible Geographies are any locations within reasonable daily commuting distance of the following areas:

San Francisco Bay Area (including San Jose and Oakland)
Los Angeles, CA (metro area)
New York, NY (metro area)
Boston, MA (metro area)
Washington, DC (metro area)
Chicago, IL (metro area)
Austin, TX
Portland, OR
Seattle, WA
Raleigh/Durham, NC
Denver, CO
Boulder, CO
Atlanta, GA

Viking may approve, at their discretion, other geographies in the future or make special cases in writing.

Offer Verification

Viking will need to verify the terms of Participant's Eligible Offer in order to calculate Participant's Fee Obligation. Participant may be required to provide proof including, but not limited to, documentation of the offer, contact information for a relevant party at the offering company with whom Viking can verify the terms of the offer, and possibly information on income accrued during the first full year of employment based on tax statements (W2) or pay stubs.

Viking may perform this verification when Participant notifies Viking of Participant's acceptance of an Eligible Offer or any time thereafter.

Withdrawal or Dismissal

Withdrawal or Dismissal from the program will conclude the Job Search Period as of the date the Participant leaves the program. Participant is still responsible for any fee obligation incurred through the acceptance of an offer of employment tendered prior to this date.

If Participant withdraws or is dismissed from the program, Participant is responsible for paying the greater of:

- A. A portion of the Standard Fee prorated over the time Participant has spent in the training period (rounded up to the nearest week), due within 30 days.
- B. Any fee obligation incurred through acceptance of an offer of employment tendered within the Job Search Period to date. This fee is payable by the schedule provided in this agreement. This is the same as if Participant had accepted the offer and not left the program.

Participant's deposit will be applied to these amounts. Viking may forgive some or all of these amounts at their discretion by prior written agreement. Late payment is subject to the standard Late Fees described in this agreement.

Penalties

If Participant violates the terms of this agreement or lose eligibility based on its terms, for instance by failing to provide adequate proof of Participant's income or eligibility for this plan, Participant is subject to penalties. These include, but are not limited to, payment within 14 days of 200% of the Standard Fee amount and any expenses and fees necessary to perform verification and recovery of these amounts.

Governing Law; Jurisdiction


- a. GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH THE LAW OF THE UNITED STATES STATE OF CALIFORNIA WITHOUT REFERENCE TO PRINCIPLES OF CONFLICTS OF LAW.
- b. SUBMISSION TO JURISDICTION. THE APPLICANT AND VIKING CODE SCHOOL IRREVOCABLY AND UNCONDITIONALLY SUBMIT, FOR THEMSELVES TO THE NONEXCLUSIVE JURISDICTION OF THE COURTS OF THE STATE OF CALIFORNIA, SAN FRANCISCO COUNTY, AND THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF CALIFORNIA AND ANY APPELLATE COURT FROM ANY THEREOF, IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR FOR RECOGNITION OR ENFORCEMENT OF ANY JUDGEMENT, AND EACH OF THE PARTIES HERETO IRREVOCABLY AND UNCONDITIONALLY AGREES THAT ALL CLAIMS IN RESPECT OF ANY SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN SUCH CALIFORNIA STATE COURT OR, TO THE FULLEST EXTENT PERMITTED BY THE APPLICABLE LAW, IN SUCH FEDERAL COURT. EACH OF THE PARTIES HERETO AGREES THAT A FINAL JUDGEMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGEMENT OR IN ANY OTHER MANNER PROVIDED BY LAW, EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH ACTION OR PROCEEDING IN ANY SUCH COURT.
- c. WAIVER OF JURY TRIAL. EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT (WHETHER BASED ON CONTRACT, TORT OR OTHER THEORY).

(Signature page follows)

The parties have executed this Agreement to be effective as of the date first set forth above.

Participant Signature:

PARTICIPANT NAME: Jonathan Popenuck

SIGNATURE: 
Jonathan Popenuck (Sep 26, 2016)

Viking Signature:

NAME: Erik S Trautman, CEO

SIGNATURE:

Viking Code School

Affirmation of Eligibility

This agreement is between Viking Code School (incorporated as Viking Education Inc) ("We", "Us") and the Applicant ("You") and is a binding affirmation of your eligibility for the Viking Code School ("The Program"). This agreement is dated Sept 22, 2016.

This agreement may be referred to as the "Eligibility Affirmation", "Affirmation of Eligibility", "Eligibility Agreement", or "Affirmation of Eligibility Agreement".

Eligibility

To be eligible for the Viking Code School, you:

1. Must be a citizen or permanent resident of the United States who can demonstrate eligibility to work in the US without any visa sponsorship of any kind.
2. Will need to complete a binding Job Search Agreement and the Deferred Fee Agreement.
3. Must either reside within reasonable commuting distance of an Eligible Geography (as defined in the Deferred Fee Agreement) or be willing to relocate to one in good faith for a job.

Verification of Eligibility

We may require you to provide documentation of your eligibility for The Program. This may include verification of your eligibility to work and your geographical location. Required documentation may include, but is not limited to: residential utility bills, state and federal identification (including driver's licence and passport), social security information, immigration documentation or prior tax and employment information.

This verification may be performed prior to your enrollment in the program or any time thereafter.

Governing Law; Jurisdiction

- a. GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH THE LAW OF THE STATE OF CALIFORNIA WITHOUT REFERENCE TO PRINCIPLES OF CONFLICTS OF LAW.
- b. SUBMISSION TO JURISDICTION. THE APPLICANT AND VIKING CODE SCHOOL IRREVOCABLY AND UNCONDITIONALLY SUBMIT, FOR THEMSELVES TO THE NONEXCLUSIVE JURISDICTION OF THE COURTS OF THE STATE OF CALIFORNIA, SAN FRANCISCO COUNTY, AND THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF CALIFORNIA AND ANY APPELLATE COURT FROM ANY THEREOF, IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR FOR RECOGNITION OR ENFORCEMENT OF ANY JUDGEMENT, AND EACH OF THE PARTIES HERETO IRREVOCABLY AND UNCONDITIONALLY AGREES THAT ALL CLAIMS IN RESPECT OF ANY SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN SUCH CALIFORNIA STATE COURT OR, TO THE FULLEST EXTENT PERMITTED BY THE APPLICABLE LAW, IN SUCH FEDERAL COURT. EACH OF THE PARTIES HERETO AGREES THAT A FINAL JUDGEMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGEMENT OR IN ANY OTHER MANNER PROVIDED BY LAW, EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH ACTION OR PROCEEDING IN ANY SUCH COURT.
- c. WAIVER OF JURY TRIAL. EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT (WHETHER BASED ON CONTRACT, TORT OR OTHER THEORY).

(Signature page follows)

Affirmation (check one):


☒ I hereby certify that I am eligible for the Viking Code School program according to ALL of the above terms

OR

☐ I have received special written excusal from one or more terms but certify that I am eligible according to all others presented above

The parties have executed this Agreement to be effective as of the date first set forth above.

Participant Signature:

PARTICIPANT NAME: Jonathan Popenuck
SIGNATURE: 
Jonathan Popenuck (Sep 26, 2016)

Viking Signature:

NAME: Erik S Trautman, CEO
SIGNATURE:

Viking Code School

Job Search Agreement

This agreement is between Viking Code School (incorporated as Viking Education Inc) ("Viking") and the Participant, as of the date Sept 22, 2016, and sets out the terms of Participant's job search during and following the Viking Code School program. Terms are defined in the Deferred Fee Agreement.

Participant agrees that, as a condition of eligibility for the Deferred Fee Plan, they will make a good-faith job search for an Eligible Position within at least one Eligible Geography during the full Job Search Period and will meet the participation criteria established by Viking's Career Services personnel, which may include, but is not limited to, keeping them updated on Participant's progress in a timely fashion, submitting a certain number of eligible job applications per week or otherwise providing measurable progress in Participant's job search. Participant acknowledges that this is a full time commitment which lasts for the duration of the Job Search Period.

Failure to comply with this agreement will result in fee obligations and/or penalties as described in the Deferred Fee Agreement.

The parties have executed this Agreement to be effective as of the date first set forth above.

Participant Signature:

PARTICIPANT NAME: Jonathan Popenuck

SIGNATURE: 
Jonathan Popenuck (Sep 26, 2016)

Viking Signature:

NAME: Erik S Trautman, CEO

SIGNATURE: