

JURNA EARNINGS BASED FUNDING AGREEMENT

This Earnings Based Funding (“EBF”) Agreement (“Agreement”) is made and entered into by and between [Obligor Name] (“Obligor”, “you”, or “your”) and BrandEmPower, dba Jurna (collectively, the “Company”, “we”, “us”, or “our”) effective as of the date of this Agreement (the “Effective Date”). You may cancel this Agreement, without penalty, at any time until midnight of the third business day following the date on which you receive the Disclosures from us by emailing the Company at info@myjurna.com (or such other email address as Company may provide to you).

THIS IS A LEGAL CONTRACT. READ IT CAREFULLY BEFORE SIGNING. BY ENTERING INTO THIS AGREEMENT, YOU AGREE THAT IN RETURN FOR FUNDING TO BE ADVANCED TO MARSHALL UNIVERSITY ON YOUR BEHALF TO COVER COSTS OF ATTENDANCE INCURRED BY YOU, YOU WILL PAY A PORTION OF YOUR EARNED INCOME TO COMPANY IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THIS AGREEMENT. UNLIKE A TRADITIONAL FIXED-PAYMENT STUDENT LOAN, THIS EBF AGREEMENT IS DESIGNED SO THAT THE AMOUNT YOU PAY IS ALIGNED TO AND CALCULATED BASED UPON YOUR INCOME AFTER YOU LEAVE SCHOOL.

THIS AGREEMENT INCLUDES AN ARBITRATION PROVISION (SEC. 21). UNLESS YOU PROPERLY REJECT THE ARBITRATION PROVISION, IT WILL HAVE A SUBSTANTIAL EFFECT ON YOUR RIGHTS IN THE EVENT OF A DISPUTE WITH US. FOR EXAMPLE, IF WE ELECT TO REQUIRE YOU TO ARBITRATE ANY CLAIM, YOU WILL NOT HAVE THE RIGHT TO A JURY TRIAL OR THE RIGHT TO PARTICIPATE IN A CLASS ACTION IN COURT OR IN ARBITRATION. THE ARBITRATION PROVISION DOES NOT APPLY IF, AS OF THE AGREEMENT DATE, YOU ARE A MEMBER OF THE ARMED FORCES OR A DEPENDENT OF SUCH MEMBER COVERED BY THE FEDERAL MILITARY LENDING ACT.

In consideration of the funding advanced to Marshall University on your behalf, and subject to all of the terms, covenants, promises, and conditions contained in this Agreement, you and Company agree as follows:

1. DEFINITIONS. For purposes of this Agreement:

“Company Platform” means the proprietary cloud-based computing platform used by the Company or its service provider for the application, processing and payment functions contemplated by this Agreement.

“Deferral Period” means the 90-day period beginning on the first calendar date on which you cease to be enrolled at the School on a full-time basis as determined by the School, whether due to graduation, withdrawal, or other change in enrollment status.

“Disclosures” means the Final Disclosure that we will provide to you pursuant to the Truth-in-Lending Act prior to disbursing funds to School.

“Early Completion Clause” refers to Section 3(i).

“Earned Income” means your total wages, compensation and gross income from employment or self-employment, as reported or required to be reported for income tax purposes. For example, for U.S. individual taxpayers for the 2025 tax year, this includes the sum of all wages reported on IRS Form W-2 and included on IRS Form 1040, line 1a and any self-employment income reported on IRS Schedule C and IRS Schedule 1 line 3, and any other similar income regardless of where reported as determined Company. For later tax years, Earned Income includes equivalent information reported or required to be reported on the same or any successor IRS forms. Earned Income also includes your pro rata share of net income retained by any legal entity based on your ownership interest and your active participation in such entity or entities. Earned Income is limited to amounts described in this definition and does not include, for instance (w) income earned solely by your spouse or dependents (if any) as demonstrated by you to Company's satisfaction; (x) inheritance; (y) state or federal benefits; or (z) alimony or child support income. At its discretion, Company may estimate your Earned Income using documentation other than your U.S. federal income tax return, provided that the documentation is from another verifiable source acceptable to Company. All references in this Agreement to income tax returns of, reporting or required reporting by, forms applicable to, or obligations of or to a U.S. taxpayer include substantial equivalents with respect to a non-U.S. taxpayer. For purposes of this agreement, community property laws are disregarded and all Earned Income is treated as separate income.

“EBF Percentage” refers to the percentage shown in the Disclosures that is used to calculate your Monthly Payment amount.

“Employer” means any Person for which you provide services, either as an employee or as an independent contractor and, for U.S. taxpayers, includes any Person required by IRS regulation to provide you with a Form W-2 or a 1099-MISC.

“EBF Amount” means the amount we advance to School under this Agreement to cover costs of attendance incurred by you set forth in the Disclosures.

“Lower Income Cutoff” means the amount set forth in the Disclosures that represents the amount of gross Earned Income (expressed as an annualized amount) above which you are required to make Monthly Payments under this Agreement.

“Monthly Earned Income” means the amount of Earned Income you receive in each calendar month during the Payment Window. Your Monthly Earned Income will be based on total Earned Income received by you from all sources.

“Monthly Payment” means, in any Qualified Income-Earning Month, the amount of your Qualified Monthly Earned Income times your EBF Percentage.

“Payment Window” refers to the 240 month period during which you have a contingent obligation to make Monthly Payments, as provided under this Agreement. Your payment window begins on the first calendar day following the last day of the Deferral Period.

“Person” means any individual, partnership, corporation, limited liability company, trust or unincorporated association, joint venture or other entity or governmental body.

“Qualified Income-Earning Month” means a calendar month in which your Monthly Earned Income equals or exceeds one-twelfth the Lower Income Cutoff.

“Qualified Monthly Earned Income” means your Monthly Earned Income in any Qualified Income-Earning Month, but cannot exceed one-twelfth of the Upper Income Cutoff.

“Reconciliation” has the meaning given in Section 4.

“School” means Marshall University.

“Upper Income Cutoff” means the amount set forth in Disclosures which represents the amount of gross Earned Income (expressed as an annual amount) above which the EBF Percentage is not applied when we calculate your Monthly Payment amount.

2. RIGHTS AND OBLIGATIONS UNDER THIS AGREEMENT.

You agree to pay us either 60 or 120 Monthly Payments, depending on your selections of percentage of your future income and the time period you committed to, subject to reconciliation and your obligation to make additional payment(s) for any underreported Earned Income, as described in this Agreement, in addition to all other amounts due under this Agreement. However, if either (a) we determine in our sole discretion that you qualify under the Early Completion Clause, as provided in Section 3(i), or (b) the Payment Window shown in the Disclosures fully elapses, your obligation to make Monthly Payments will end immediately.

3. MAKING PAYMENTS.

a. Payments. Your Payment Window will begin on the first calendar day following the last day of the Deferral Period. During the Payment Window, you will be obligated to make Monthly Payments in each month that follows a Qualified Income Earning Month or as otherwise provided under this Agreement. Monthly Payments will be due by the last day of the month following each Qualified Income Earning Month. You may at any time extinguish your payment obligations under this Agreement by paying an amount equal to the amount required to qualify for the Early Completion Clause, as provided in Section 3(i). You may

contact us at any time to obtain a precise statement of the payment amount required to extinguish your payment obligation

b. Reporting of all Earned Income. During the Deferral Period and for the duration of the Payment Window, you agree to use the Company Platform to communicate: (i) all employment positions you accept including, if requested, a description of the business and products or services provided by each Employer and the nature of your position with each Employer; (ii) your base salary for each employment position; and (iii) your projected annual gross Earned Income, including, for example, reasonably expected increases to your base salary or bonuses. You further agree during the Payment Window to update through the Company Platform any changes in your projected annual gross Earned Income within thirty (30) days of any event giving rise to such change. We may, but are not required to, accept information about Earned Income from you by phone, text, email, and or in writing. We may update information displayed in the Company Platform on your behalf and you are responsible for confirming the accuracy of information on the platform.

c. Monthly Payment Based on Projected Earned Income. Monthly Payments shall be based on Earned Income recorded in the Company Platform, which can be updated by you and or us. Based on the projected Earned Income recorded in the platform, subject to Reconciliation as provided below, you shall pay Company a Monthly Payment for each month in which you have Qualified Monthly Earned Income.

d. Methods of Payment. The preferred method is for you to may make payments by direct deposit arranged with your Employer, whereby your Employer withholds your payment from your paycheck and pays it directly to Company. If your employer can not, or will not, withhold your payment and make it directly, you can make payments by ACH electronic funds transfers Any other method of payment will incur a penalty.

e. Servicing Fee. We reserve the right to impose a penalty not to exceed 3.0% of the amount of each payment that you make using a method of payment other than direct deposit arranged with your Employer.

i. If you make a payment via ACH, you will incur a Servicing Fee not to exceed 0.5% of the amount of such payment.

f. Set Up and Maintenance of Designated Bank Account. If your employer does not withhold your payments and send them directly to us, you agree that, prior to receiving any Earned Income, you have or will establish a bank account with a financial institution designated in writing with us ("Designated Bank Account"). If for any reason you would like to change your Designated Bank Account to another bank (e.g., a change in your employment or address), you agree to give us prior notice of the requested change and such details for the proposed replacement account as we may reasonably request.

g. Deposit of all Earned Income into Designated Bank Account. You agree that during the entire Payment Window you shall deposit all Earned Income, other than any Earned Income that you arrange through an Employer to be paid to us directly, into your Designated Bank Account. At your discretion, you may deposit all other forms of income other than Earned Income, if any, into a separate bank account other than your Designated Bank Account.

h. Survival of Obligations. Expiration of the Payment Window only terminates your obligation to make Monthly Payments from Qualified Monthly Earned Income. However, it does not terminate this Agreement or any continuing obligations you may have to Company pursuant to this Agreement, including but not limited to the obligation to make additional payments if we determined that you failed to report or underreported your Earned Income.

i. Late Payments. If any Monthly Payment is not received in full within 10 days of its scheduled due date, you will be charged a late fee equal to 5% of the past due Monthly Payment, not to exceed \$30.

j. Early Completion Clause. Your payment obligation is satisfied under this Early Completion Clause if after any payment you would have paid off a loan with an annual percentage rate ("APR") of 9% as calculated in accordance with the actuarial method under the assumption that such loan (1) was made in an amount equal to the EBF Amount;

(2) was made on the same date the EBF Amount was disbursed to the School; and (3) was repaid using the same payment amounts and timing of payments. This Early Completion Clause ensures that under the terms of this Agreement you are not required to pay a higher cost of financing than what you would be required to pay if you obtained a loan for a similar amount with an APR equal to 9%, so long as no default has occurred.

k. Application of Payments. We will apply payments in any manner we choose, subject to applicable law, but will generally apply any payment you make in the following order: (1) to any fees due, including any Servicing Fee(s), late payment fee(s), or late document fee(s) due; (2) to any Monthly Payment(s) due; and (3) to future Monthly Payment(s). You may request that we apply a specific payment in a different manner, but we retain full discretion to honor any such request.

4. RECONCILIATION. From time to time during the Payment Window, and for a period of one (1) year following the end of the calendar year in which the Payment Window expires ("Reconciliation Period"), Company may examine and audit your records pertaining to your employment and Designated Bank Account(s) and to verify your Earned Income at any point or points during the Payment Window to ensure that you have properly reported or projected your Earned Income and to verify that we have properly calculated and deducted Monthly Payments and other payments owed under this Agreement ("Reconciliation"). You agree to cooperate with the Company in the Reconciliation process.

a. Confirmation of Earned Income and Employment. To permit us to perform Reconciliation, you agree to:

i. Complete and deliver to the Company an IRS Form 4506-C (IVES Request for Transcript of Tax Return), or any successor or equivalent form, at the beginning of every year during the Payment Window and the year following the end of the Payment Window to verify your Earned Income as reported to the IRS and/or any other tax authority; and

i. Provide such other documentation including, without limitation, pay stubs, Form W-2s, offer letters, and summaries of any non-written or oral non-cash consideration, equity, or deferred compensation arrangements as may be reasonably requested by the Company to verify your Earned Income.

If you do not provide Earned Income information or other documentation required for us to perform Reconciliation within thirty (30) days of our request, we may impose a late document fee not to exceed \$20.

b. Underreported Earned Income.

i. If a Reconciliation shows that your Monthly Earned Income for any month was more than the amount of income you reported for such month, any additional amounts payable to us will be subject to recapture pursuant to clause (ii) below.

ii. If at any time during the Payment Window, whether intentionally or unintentionally, you underreport your Earned Income (resulting in one or more deferred Monthly Payments, or one or more payments lower than the Monthly Payments than Company is entitled to receive under this Agreement) you will owe the difference between the amount you paid and the amount you were required to pay under this Agreement. We will tell you the amount of the underpayment (with information regarding our calculation). You agree to pay the total amount of the underpayment within sixty (60) days of us providing such notice via the Company Platform or other means, or within thirty (30) days of receiving such notice begin paying amounts greater than the Monthly Payments equal to an amount determined by us and agree to continue regularly paying such amounts until the discrepancy has been corrected.

iii. If you underreported your Earned Income for a period covered by a Reconciliation, but the Reconciliation shows or you claim that your Monthly Earned Income for any month in which you made a Monthly Payment was less than the amount of Qualified Monthly Earned Income on which such Monthly Payment was calculated, such Monthly Payment will not be reduced or otherwise refunded unless you can demonstrate with documentation reasonably satisfactory to Company that such payment was the result of a manifest error.

c. Overreported Earned Income.

i. If at any time during the Payment Window, for any reason, you overreport your Earned Income, resulting in larger Monthly Payments than Company is entitled to receive under this Agreement, you may notify us of this and provide any documentation that we may reasonably request to verify your claim of overpayment. If, after Reconciliation, we agree that you overreported your Earned Income, we will correct the error by (1) refunding the amount of the overpayment to your Designated Bank Account in a single payment or by equal payments over a period not to exceed 6 months; or (2) any another method to which you and we agree in writing.

ii. If the Payment Window ends prior to correction of any overage in payments, as determined by Reconciliation, Company shall pay you the balance of any remaining overpayment within thirty (30) days of completion of the Reconciliation process or, if you have fully cooperated with the Reconciliation process, within sixty (60) days of the end of the Payment Window, whichever is earlier.

d. Extension of Time for Reconciliation. If you should file for an extension of the time to file your federal income tax returns or if you fail to provide us with the requested tax information, Employer information or Earned Income information or you do not otherwise reasonably cooperate with us for purposes of Reconciliation, then the Reconciliation Period following the end of the calendar year in which the Payment Window expires shall be extended for a period of time equal to the period of time that you failed to provide the requested information or you obtained by filing the extension. It is the intent of this provision that the running of the one (1) year period following the end of the calendar year in which the Payment Window expires shall be extended so that the Company has a full and reasonable opportunity to perform Reconciliation and so that you may not benefit from obtaining an extension or from your failure to cooperate.

5. ADDITIONAL PROVISIONS AFFECTING PAYMENTS.

a. Limit on Other Earnings Based Funding Agreements. You agree that you have not and will not enter into additional earnings based funding agreements or similar arrangements with any Company or any other person that, in the aggregate, obligate you to pay a total percentage exceeding 12% of your Earned Income.

b. International Work. If you move out of the United States during your Payment Window, you agree to continue to report Earned Income and to continue paying your EBF Percentage of Qualified Monthly Earned Income. You shall not be in breach of this Agreement solely by virtue of moving outside the United States, but if you do, you must continue to make the Monthly Payments and comply with all other obligations under this Agreement.

c. Obligation in Event of Withdrawal or Separation. In the event of your withdrawal or other separation from the School, to the extent that some of your earnings based funding has not been fully expended, you may be entitled to a pro rata reduction in your EBF Percentage or the length of the Payment Window, in accordance with applicable Company policy or as required by applicable law. You agree to give Company prompt notice of your withdrawal from the School and the effective date of your withdrawal.

6. REVIEW OF YOUR TAX RETURNS. For the tax year in which your Payment Window begins through the tax year in which your Payment Window ends, you agree to file timely your U.S. federal income tax returns and to timely file any state, local, or other tax returns by their respective due dates. You agree to notify us of any extension you seek for filing federal income tax returns. Notwithstanding the requirement in section 4.a. to deliver to us Form 4506-C at the beginning of every year, if necessary to audit or validate deferment eligibility, upon request, you agree to complete, sign and deliver to us another Form 4506-C (IVES Request for Transcript of Tax Return) (or any similar form we may request) for the tax year in which your Payment Window begins through the tax year in which your Payment Window ends. You agree to perform any similar requirements or procedures for any non-U.S. country's taxing authority, as applicable.

7. TAX REPORTING. Company urges you to consult with your own tax advisors, to ascertain the appropriate manner in which to report participation in this Agreement for tax purposes. The Company makes no representations regarding the tax implications of entering into this Agreement and any tax consequences related thereto.

8. COVENANTS AND REPRESENTATIONS OF OBLIGOR. By entering into this Agreement, you represent, warrant and promise to the Company as follows:

- a. that you are entering into this Agreement in good faith, with the intention to obtain full-time employment and to pay us by making Monthly Payments when due;
- b. that all the information you have provided to Company in connection with entering into this Agreement is true and accurate and that you have not provided any false, misleading or deceptive statements or omissions of fact;
- c. that you are not contemplating bankruptcy, and you have not consulted with an attorney regarding bankruptcy in the past six months;
- d. that you are a U.S. citizen;
- e. that you are a resident of West Virginia;
- f. that you are in good academic standing at School, meeting satisfactory academic progress towards a Bachelor's degree, and will be in your final year of your degree program at School;
- g. as of the Effective Date, you have no adverse conditions or impediments that would preclude full-time employment;
- h. during the Payment Window, you will timely report to Company any changes in your Employment status;
- i. during the Payment Window, you will not conceal, divert, defer or transfer any of your Earned Income (including but not limited to any non-cash consideration, equity or deferred compensation rights granted to you) for the purpose of avoiding or reducing your Monthly Payment obligation or otherwise;
- j. that you will timely and fully provide all information and documentation required under the terms and conditions of this Agreement or as reasonably requested by Company, and that such information or documentation shall be true, complete, and accurate;
- k. that during the Payment Window you will file all federal, state or local tax returns and reports as required by law, which shall be true and correct in all material respects, that you will report all of your Earned Income on such returns, and that you shall pay all federal, state or local taxes and other assessments when due;
- l. that you shall keep accurate records relating to your Earned Income for each year of your Payment Window, including all W-2s, pay stubs, and any invoices or payments relating to self-employment services you provide; and

m. that you will retain all such records for a period of at least one (1) year following the date you fulfill all your payment obligations under this Agreement.

9. COVENANTS AND REPRESENTATIONS OF COMPANY. Company represents, warrants and promises as follows:

a. Confidentiality. Company agrees that all non-public employment or financial information of Obligor and any non-public records or information provided to us pursuant to this Agreement is personal and confidential information. Company agrees not to use personal or financial information concerning you or your Employer for any purposes other than (i) as expressly authorized herein or as separately agreed to by you, (ii) as incidental to performance of this Agreement, or (iii) to enforce its rights under this Agreement.

b. Security. Company shall use and maintain commercially reasonable security controls in order to prevent any unauthorized access to or use your personal and confidential information.

10. BREACH AND REMEDIES.

a. Breach. Without prejudice to Company's other rights and remedies hereunder, and subject to applicable law, Company may deem you to be in breach under this Agreement upon any of: (i) your failure to make any Monthly Payment as required under this Agreement; (ii) your failure to report or update your Earned Income within ninety (90) days of Company's request or as otherwise provided under this Agreement; (iii) your failure to provide us with a completed and executed IRS Form 4506-C, your social security number, or the name of your Employer(s) within ninety (90) days of Company's request; (iv) if your employer does not withhold your payments and pay Company directly, your failure to provide details of and confirm ownership of your Designated Bank Account within ninety (90) days of receiving written notice from us of such failure; (v) your failure to provide documentation including, without limitation, copies of your federal tax returns, pay stubs, Form W-2s, and offer letters, and summaries of any non-written or oral non-cash consideration, equity, or deferred compensation arrangements as may be reasonably requested by us, pursuant to this Agreement; or (vi) your violation of any other provision of this Agreement that impairs Company's rights, including but not limited to, the receipt of information that we deem, in our sole discretion, to be materially false, misleading, or deceptive.

b. Remedies upon Breach. Subject to applicable law (including any notice or cure rights provided under applicable law), upon breach by the Obligor, Company shall be entitled to collect the amount required under the Early Completion Clause in Section 3(i) (less Monthly Payments already made) as of the date the Obligor pays the amount due following breach; and, if applicable, any other amounts owed; (ii) enforce all legal rights and remedies in the collection of such amount(s) and related costs; or (iii) utilize any combination of these remedies.

c. Equitable Remedies. If Company concludes that money damages are not a sufficient remedy for any particular breach of this Agreement, then Company shall be entitled to seek an accounting, as well as injunctive or other equitable relief to the fullest extent permitted by applicable law. Such remedy shall be in addition to all other legal or equitable remedies available to Company.

11. NO CLASS ACTIONS. YOU ARE WAIVING YOUR RIGHT TO INITIATE OR PARTICIPATE IN A CLASS ACTION RELATED TO THIS AGREEMENT. THIS CLASS ACTION WAIVER DOES NOT APPLY IF YOU ARE A COVERED MEMBER OR A DEPENDENT OF A COVERED MEMBER UNDER THE FEDERAL MILITARY LENDING ACT AS OF THE EFFECTIVE DATE.

12. JURY TRIAL WAIVER. TO THE EXTENT PERMITTED BY LAW, YOU AND WE WAIVE ANY RIGHT TO TRIAL BY JURY. THIS WAIVER SHALL NOT AFFECT OR CHANGE THE ARBITRATION PROVISION. IT DOES NOT APPLY TO YOU IF YOU ARE A COVERED MEMBER OR A DEPENDENT OF A COVERED MEMBER UNDER THE FEDERAL MILITARY LENDING ACT AS OF THE EFFECTIVE DATE.

13. ELECTRONIC DELIVERY AND SIGNATURES; EXECUTION. We may decide to deliver any documents or notices related to this Agreement by electronic means. You agree to receive such documents or notices by electronic delivery to the email address provided Company, and to participate through an on-line or electronic system established and maintained by Company. You agree that this Agreement may be executed electronically, and, by electronically signing this Agreement, you further agree that it will be enforceable without your signature on a paper form. Any copy of this Agreement (including a copy

printed from an image of this Agreement that has been stored electronically) may be introduced into evidence in any legal proceeding.

14. NOTICES. Any written notices that you send us under this Agreement should be sent to us at [Insert Address] or, upon written notice to you, to any address that is later designated by us (the “Notice Address”). Any telephone calls that you make to us should be directed to [Insert Phone Number], or upon written notice to you, to any telephone number that is later designated by us (the “Notice Telephone Number”).

15. BANKRUPTCY. You represent that you have no current intent to make a bankruptcy filing and have not consulted with an attorney within the past 60 days regarding such a filing. Any communication with us that is required or permitted under the Federal Bankruptcy Code must be in writing, must include your name and the Agreement Date and must be sent to us at the Notice Address, [INSERT ATTENTION LINE IN ADDRESS, E.G., Attn: Bankruptcy].

16. AUTOMATIC REMINDERS. We may use automated telephone dialing, text messaging systems and electronic mail (“e-mail”) to provide messages to you about scheduled payments, missed payments and other important information regarding this Agreement or your relationship with us. The telephone messages may be played by a machine automatically when the telephone is answered, whether answered by you or someone else. These messages may also be recorded by your answering machine. You give us your permission to call or send a text message to any telephone number you have given us or you give to us in the future and to play pre-recorded messages or send text messages with information about the Agreement or your relationship with us over the phone. You also give us permission to communicate such information to you by e-mail. You understand that, when you receive such calls, texts, or e-mails, you may incur a charge from the company that provides you with telecommunications, wireless and/or internet services. You agree that we will not be liable to you for any fees, inconvenience, annoyance or loss of privacy in connection with such calls, texts, or e-mails. You understand that anyone with access to your telephone or e-mail account may listen to or read the messages, notwithstanding our efforts to communicate only with you. If a telephone number(s) you have provided to us changes, or if you cease to be the owner, subscriber or primary user of such telephone number(s), you agree to immediately give us notice of such facts so that we may update our records. You agree that this authorization constitutes a bargained-for exchange. To the

extent you have the right under applicable law to revoke this authorization, you agree you may do so by calling us at [Insert Phone Number] or by any other reasonable means.

17. CONSENT TO INCOME VERIFICATION; OBLIGOR INFORMATION USE.

a. You hereby consent to Company, including any of Company's service providers, managing and processing all aspects of this Agreement, including but not limited to monitoring your Earned Income in your Designated Bank Account, processing payments, and performing reconciliations. You further agree to cooperate with all requests made by Company in connection with your compliance with terms and conditions of this Agreement, including by providing information, documents, and authorizations, as requested from time to time.

b. You authorize Company to verify the information that you provide to the Company, and gather such additional information that Company reasonably determines to help assess and understand your ability to perform your obligations under this Agreement. You understand that Company may verify your information and obtain additional information using a number of sources, including but not limited to, third party databases, past and present employers, other school registrars, public sources, and personal references provided by you.

c. You authorize the Company and its agents to report information about this Agreement to credit bureaus. We may report information about your performance under this Agreement to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.

d. To the extent permitted by applicable law, you authorize the Company and its agents to use any and all information provided by you, and any data derived from such information, for any purpose, including, without limitation, creation of any additional products or services derived therefrom. You disclaim any proprietary or monetary interest in any such additional products or services. As consideration for this Agreement, you further agree the Company may release information in our records regarding you and your account to our employees, agents, assigns, representatives, and service vendors

performing work for us in connection with servicing or collecting your account. Without limitation, you also specifically authorize the Company's respective agents, assigns, representatives, and service vendors to release this same information to any vendors used by those entities to service or collect your account.

18. **CUSTOMER IDENTIFICATION POLICY.** To help the government fight the funding of terrorism and money laundering activities, we may obtain, verify, and record information identifying you. When you enter into this Agreement, we reserve the right to ask for your name, address, date of birth, social security number, and other information that will allow Company to identify you. We may also ask to see your driver's license or other identifying documents.

19. **DATA.** You hereby consent to Company's use of information or data (collectively, "Data") provided by or concerning you: (a) to collect and analyze the Data and any other data relating to the provision, use, and performance of this Agreement, the Company Platform and related systems and technologies; (b) to use the Data to improve and enhance the Company Platform or for other development, diagnostic, and corrective purposes in connection with this Agreement or any other business of Company; and (c) to disclose such information and data solely in aggregate or other de-identified form in connection with the Company's businesses. Company shall own any data derived from or based upon the Data in conjunction with the foregoing rights.

20. **Military Lending Act.** The Military Lending Act provides protections for certain members of the Armed Forces and their dependents (Covered Borrowers). The provisions of this section apply to Covered Borrowers. As described in regulations issued by the United States Department of Defense at 32 CFR 232.6(c)(3) pursuant to the Military Lending Act:

Federal law provides important protections to members of the Armed Forces and their dependents relating to extensions of consumer credit. In general, the cost of consumer credit to a member of the Armed Forces and his or her dependent may not exceed an Annual Percentage Rate of 36%. This rate must include, as applicable to the credit transaction or account: (a) the costs associated with credit insurance premiums; (b) fees for ancillary products sold in connection with the credit transaction; (c) any application fee

charged (other than certain application fees for specified credit transactions or accounts); and (d) any participation fee charged (other than certain participation fees for a credit card account).

Before signing this Agreement, in order to hear important disclosures and payment information about this Agreement, you may call [PHONE NUMBER].

The Arbitration Provision below does not apply to Covered Borrowers.

21. **ARBITRATION PROVISION.** Please read this Arbitration Provision carefully. In arbitration, the case is decided by a neutral arbitrator instead of a judge or jury and proceeds on an individual basis, without class or representative proceedings. If you do not wish to accept this Arbitration Provision, you must follow the instructions in subsection (k) to reject arbitration. This Arbitration Provision is binding except as set forth in subsection (l).

a. **Claims Subject to Arbitration:** Except as specified in subsection (b) below, any claim between you and us must be arbitrated if any party elects arbitration. This Arbitration Provision is intended to be broadly interpreted. It includes, but is not limited to:

- claims arising out of or relating to any aspect of the relationship between you and us, whether based in contract, tort, fraud, misrepresentation, or any other statutory, common law, or other legal theory;
- claims that arose before this Agreement, including, but not limited to, claims relating to advertising, marketing, or disclosures;
- claims relating to the retention, protection, use, or transfer of information about you or any of your accounts for any of our products or services;
- claims that are asserted as initial claims, counterclaims, cross-claims, or third-party claims;
- claims relating to communications with you or us, regardless of sender, concerning any of our products or services, including emails and automatically dialed calls and text messages; and
- claims that may arise after the termination of this Agreement.

In this Arbitration Provision only, references to “we” or “us” mean Company and any of its service providers, parents, subsidiaries, affiliates, predecessors, successors, assigns, and any third parties providing goods or services pursuant to or in connection with this Agreement. In this Arbitration Provision only, references to “you” mean the individual electronically signing or otherwise agreeing to this Agreement, any authorized or unauthorized beneficiaries of this Agreement, and your and their respective heirs, trustees, representatives, and agents. This Arbitration Provision does not preclude any party from bringing issues to the attention of federal, state, or local agencies. This Agreement evidences a transaction in interstate commerce, and thus the Federal Arbitration Act governs the interpretation and enforcement of this Arbitration Provision. This Arbitration Provision shall survive termination of this Agreement or the bankruptcy of any party. This Arbitration Provision supersedes any other arbitration agreement that governs claims arising out of or relating to any aspect of the relationship between you and us.

b. Claims Not Subject to Arbitration: You and we agree that the following disputes or claims cannot be arbitrated:

- claims seeking only individualized relief asserted by you or us in small claims court, so long as the action remains in that court and is not removed or appealed to a court of general jurisdiction, in which case either party may elect arbitration;
- disputes over the scope and enforceability of this Arbitration Provision; and,
- claims for public injunctive relief under California law. In any action in California state or federal courts including a claim for public injunctive relief under California law, whether such a claim is correctly one for public injunctive relief or private injunctive relief shall be determined by a court and any adjudication of a claim for public injunctive relief shall be determined by a court, but any claims seeking monetary relief shall be arbitrated. In such cases the parties agree and will request that the court stay the request for public injunctive relief until the arbitration award pertaining to the individual monetary relief has been determined by an arbitrator and entered in court. In no event will an action for public injunctive relief be arbitrated; this provision will be deemed null and void in the event California law and/or federal law preempting California law changes to permit the waiver of a public injunctive relief claim in an arbitration provision.

c. Claim Notice; Meet and Confer: Informal efforts to resolve disputes can result in prompt and efficient resolutions. Before starting an arbitration or a lawsuit, the party seeking to commence a proceeding (the “Claimant”) must give the other party (the “Respondent”) written notice of the Claim (a “Claim Notice”). Claim Notice sent to us must be provided to us at [INSERT ADDRESS]. We may send a Claim Notice to you at any address we have for you in our records. The Claim Notice must explain in reasonable detail the nature of the Claim and include any supporting facts, the requested relief, the Claimant’s address and phone number, and the Claimant must sign it. A notice or letter stating that any amount you owe us is past due will serve as a Claim Notice.

The Claimant and Respondent must try to resolve the Claim on an individual basis and without filing an arbitration or a lawsuit for at least 30 days (the “Pre-Filing Period”). During the Pre-Filing Period, either party may request that the parties participate personally in a meeting (a “Meet-and-Confer”) which may occur in person, virtually, or by conference call to attempt in good faith to resolve the Claim. The Meet-and-Confer is limited to Claims between you and us. If you are represented by counsel, your counsel may also participate in the Meet-and-Confer. We may participate through any of our representatives.

The Claimant may not start an arbitration or lawsuit until the Claimant complies in full with this requirement. The Claim Notice shall not apply to claims that are asserted only as counterclaims. The statute of limitations for any Claim will be tolled for 60 days following service of a proper Claim Notice.

d. Commencing Arbitration: The arbitration will be administered by the American Arbitration Association (“AAA”). If the AAA is unavailable or unwilling to administer the arbitration, another arbitration provider shall be selected by the parties or by the court. Any party initiating an arbitration shall certify that the demand for arbitration complies with the requirements of Federal Rule of Civil Procedure 11(b) and that the party has complied with the requirements of subsection (c), above. A court will have authority to enforce this subsection (d), including the power to enjoin the filing or prosecution of an arbitration without the party first complying with subsection (c). The court also may enjoin the assessment or collection of arbitration fees incurred as a result of such arbitration. Further, unless prohibited by applicable law, the AAA shall not accept nor administer any arbitration unless the claimant has complied with subsection (c).

e. Arbitration Procedure: The arbitration will be governed by the AAA’s Consumer Arbitration Rules, as modified by this Arbitration Provision, and the Mass Arbitration Supplementary Rules shall apply if AAA’s definition of Mass Arbitration is met. The AAA rules are available online at www.adr.org. Except as provided in subsection (h) below, the arbitrator can award the same individualized remedies (including punitive and statutory

damages and statutory attorney's fees and costs) that a court could award. The arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based.

f. **Arbitration Fees and Decisions:** Unless it would conflict with law or make this Arbitration Provision invalid:

i. The AAA will decide each party's share of arbitration fees and costs for arbitration based on the law and its rules.

ii. A party is entitled to recover its reasonable attorney fees and costs, arbitrator compensation, and AAA administrative fees if the other party brings or defends a Claim for purposes of harassment or that is frivolous.

iii. The parties agree that the provisions Federal Rule of Civil Procedure 68 shall apply to any Claim and be enforced by the arbitrator.

g. **Minimum Recovery:** If you comply with the requirements of this Arbitration Provision and the arbitrator awards you an amount of money that exceeds the value of our last written settlement before the arbitrator issues the award, then we will pay you \$500 in lieu of any smaller award. In determining whether you are entitled to the minimum \$500 recovery, the arbitrator shall not consider amounts offered or awarded for attorneys' fees or costs. Any disputes as to recovery of the \$500 minimum recovery shall be resolved by the arbitrator and must be raised within 14 days of the arbitrator's ruling on the merits. Before the arbitrator has determined the amount, if any, to which you are entitled, you may not disclose the amount of any settlement offer to the arbitrator.

h. **Requirement of Individual Arbitration and Waiver of Class Action:** The arbitrator may award relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. **YOU AND WE AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR OUR INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, REPRESENTATIVE, OR PRIVATE ATTORNEY GENERAL PROCEEDING.**

i. **Mass Filing:** If a claim is part of a Mass Arbitration under the AAA's Mass Arbitration Supplementary Rules, the parties agree that the additional procedures in this subsection shall apply. The parties further acknowledge that electing to be part of a Mass Arbitration may delay the adjudication of a claim. If claims qualify as a Mass Arbitration, counsel for the parties shall each select 10 claims from each side (20 claims total) to proceed in individual arbitrations as part of a staged process ("Stage One"). After Stage One is complete, the parties shall promptly engage in a global mediation. If the remaining claims are not resolved after the global mediation, counsel for each side shall select 50 claims

(100 claims total) to proceed in individual arbitrations (“Stage Two”). After Stage Two is complete, the parties shall promptly engage in a second global mediation regarding the remaining claims. If the remaining claims are not resolved, the AAA shall administer the remaining claims in concurrent batches of 50 Claims, with each batch assigned to one arbitrator, who shall conduct individual arbitrations.

j. Appeals: Except for: (a) Federal Arbitration Act appeal rights; and (b) Claims involving more than \$50,000 (including Claims for an order where compliance could cost more than \$50,000), the arbitrator’s award will be final and binding. For Claims involving more than \$50,000, either party may appeal the award to a three-person panel selected per this Clause. The panel will revisit from the start any part of the initial award either party has appealed. The panel’s decision will be final and binding except for any FAA appeal right. Any appropriate court may enter judgment upon the arbitrator’s (or panel’s) award.

k. Right to Reject Arbitration Provision: If you do not wish to arbitrate, you must send a rejection notice to [INSERT ADDRESS] by certified mail (“Rejection Notice”). To be valid, a Rejection Notice must: (i) include your name and a statement that you are rejecting the arbitration provision in this Agreement; and (ii) be sent within thirty (30) days after the date you agree to this Agreement. If a Rejection Notice complies with these requirements, this arbitration provision will not apply to you with respect to any claims that you or we commence after receiving your Rejection Notice. Rejecting this Arbitration Provision will not affect your other rights or responsibilities under this Agreement, nor will it affect any other arbitration agreements between you and us, such as arbitration provisions in other contracts.

l. Exclusions: THIS ARBITRATION PROVISION DOES NOT APPLY IF: (1) YOU ARE A COVERED BORROWER UNDER THE MILITARY LENDING ACT (THE “MLA”) AND YOUR TRANSACTION IS SUBJECT TO THE MLA; OR (2) YOU SEND A REJECTION NOTICE.

Severability: If any part of this Arbitration Provision is held invalid, generally the rest of this Arbitration Provision will continue to apply. But, if a court rules that an arbitrator can decide a claim on a class or other representative basis and the ruling becomes final, only this subsection (m) will apply and the remainder of this Arbitration Provision will be void.

22. LIMITATION OF LIABILITY. COMPANY SHALL NOT BE LIABLE TO OBLIGOR FOR LOSS OF EMPLOYMENT, LOST INCOME OR PROFITS, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, INDIRECT, OR SPECIAL DAMAGES, EVEN IF ADVISED BY OBLIGOR OF THE POSSIBILITY OF SUCH DAMAGES. THE PROVISIONS OF THIS SECTION 21 SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

23. Entire Agreement. This Agreement is a final expression of the agreement between you and us and this Agreement may not be contradicted by evidence of any alleged oral agreement. The terms of this Agreement may not be changed except in a writing signed by you and us. No change shall release any party from liability unless otherwise expressly stated in writing. All of our rights are cumulative.

24. Changes to this Agreement. The terms of this Agreement may not be changed except in a writing signed by you and us. No change shall release any party from liability unless otherwise expressly stated in writing.

25. Assignment. We may transfer or assign this Agreement and/or any or all of our rights or obligations under this Agreement at any time without your consent; however, any such transfer or assignment of any of our rights, liabilities or obligations shall not result in any changes to your rights and obligations under this Agreement. You may not transfer or assign your obligations under this Agreement without our written consent.

26. Severability. Except as set forth in the Arbitration Provision above, if one or more provisions of this Agreement are held to be unenforceable under applicable law or the application thereof to any Person or circumstance shall be invalid or unenforceable to any extent, then (i) such provision shall be excluded from this Agreement to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable, (ii) the balance of this Agreement shall be interpreted as if such provision were so excluded and (iii) the remainder of this Agreement shall be enforceable in accordance with its terms.

27. Governing Law; Enforceability. Except as set forth in the Arbitration Provision above, this Agreement and all related disputes are governed by the laws of the State of West Virginia. Except as provided in the Arbitration Provision above, if any provision of this Agreement is determined to be void or unenforceable under any applicable law, rule or regulation, all other provisions of this Agreement will remain valid and enforceable. Our failure to exercise any of our rights under this Agreement will not be deemed to waive our rights to exercise such rights in the future.

THIS CONTRACT IS NOT PAYABLE IN INSTALLMENTS OF EQUAL AMOUNTS. YOUR PAYMENTS WILL CHANGE WITH INCREASES OR DECREASES TO YOUR INCOME.

ANY HOLDER OF THIS CONSUMER CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE OBLIGOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE OBLIGOR SHALL NOT EXCEED AMOUNTS PAID BY THE OBLIGOR HEREUNDER.

BY SIGNING BELOW, YOU ACKNOWLEDGE AND AGREE THAT THIS AGREEMENT IS ENTERED INTO VOLUNTARILY AND AS AN ARMS-LENGTH TRANSACTION. YOU FURTHER ACKNOWLEDGE AND AGREE WITH EACH OF THE FOLLOWING: (I) THAT YOU ARE OF LEGAL AGE TO EXECUTE THIS AGREEMENT; (II) THAT YOU HAVE HAD THE OPPORTUNITY TO READ THIS AGREEMENT AND TO REVIEW ITS TERMS AND CONDITIONS WITH YOUR LEGAL AND FINANCIAL ADVISORS OF YOUR CHOOSING; (III) THAT COMPANY IS NOT AN AGENT OR FIDUCIARY OR ADVISOR ACTING FOR YOUR BENEFIT OR IN YOUR FAVOR IN CONNECTION WITH THE EXECUTION OF THIS AGREEMENT; (IV) THAT COMPANY HAS NOT PROVIDED YOU WITH ANY LEGAL, ACCOUNTING, INVESTMENT, REGULATORY OR TAX ADVICE WITH RESPECT TO THIS AGREEMENT; (V) THAT YOU AUTHORIZE COMPANY TO OBTAIN AND SHARE YOUR CREDIT REPORT (UNLESS YOU OPT OUT); AND (VI) THAT COMPANY HAS NOT MADE ANY PROMISES OR ASSURANCES TO YOU THAT ARE NOT EXPRESSLY SET FORTH IN WRITING IN THIS AGREEMENT. YOU UNDERSTAND THAT, BY ENTERING INTO THIS AGREEMENT, YOU ARE IRREVOCABLY AGREEING TO SHARE A FIXED PORTION OF YOUR FUTURE EARNED INCOME IN CONSIDERATION OF RECEIVING FUNDING TO ATTEND SCHOOL, IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THIS AGREEMENT, INCLUDING THE ARBITRATION PROVISION AND THE DISCLOSURES. YOU UNDERSTAND THAT YOU HAVE A RIGHT TO CANCEL THIS AGREEMENT, WITHOUT PENALTY, UNTIL MIDNIGHT OF THE THIRD BUSINESS DAY FOLLOWING THE DATE ON WHICH YOU RECEIVE THE DISCLOSURES FROM US BY EMAILING THE COMPANY AT [EMAIL ADDRESS] (OR SUCH OTHER EMAIL ADDRESS AS COMPANY MAY PROVIDE TO YOU).

IN WITNESS WHEREOF, you and the Company have entered into this Agreement as of the Effective Date.

Company

By:

Date:

Name:

Title: [Title of Duly Authorized Signer] Obligor

By:

Date:

Name:

Address:

Email:

PARENT CONFIRMATION

While I have no obligation under this Agreement, I have read, understand and discussed the Agreement with the student Obligor named above.

Signed: _____

Parent or Guardian

Printed Name: _____

Dated: _____