

INCOME SHARE AGREEMENT APPROVAL DISCLOSURE

COMPANY: General Assembly Space, Inc.
915 Broadway, 3rd Floor
New York, NY 10010

ISA PROVIDER: Stride Funding Inc.
General questions: (214) 775-9960
Servicing questions: (855) 479-0490
support@stridefunding.com

STUDENT (OBLIGOR)	TRAINING COURSE	EDUCATIONAL INSTITUTION
[NAME] [ADDRESS]	[PROGRAM]	General Assembly Space, Inc. 915 Broadway, 3rd Floor New York, NY 10010

Income Share Agreement (“ISA”) Rates & Estimated Total Costs

Amount Financed	Income Share	Finance Charge	Total of Payments
\$[FUNDING]	10.0%	Up to 0.5x the Amount Financed	Up to 1.5x the Amount Financed
The total amount of money credited to your student account to fund your Training Course	The fixed percentage of your future Qualified Monthly Earned Income used to calculate your Monthly Payment	The maximum amount of financing cost this ISA could cost you beyond the Amount Financed	The maximum cumulative amount of all Monthly Payments this ISA could cost you

Key ISA Terms		Your Payment Term Ends Upon the Earliest of:			
Minimum Income Threshold	Grace Period	Maximum Monthly Payments	Multiple Payment Cap	Implied APR Cap	Maximum Payment Period
\$3,333.33 per month (\$40,000 / yr)	3 months	[LEN] payments	1.5x of the Amount Financed	[21% Implied APR]	[LEN*2] months
You are required to make Monthly Payments only when your Monthly Earned Income is at least this amount	The time after you complete the Training Course before the Payment Term begins, subject to early termination as defined in the Agreement	You will make Monthly Payments indexed to your income for this many months after the beginning of your Payment Term	Payments end if the cumulative total of all Monthly Payments reaches this amount	Payments end if the cumulative total of all Monthly Payments reaches an amount that at any point equals this Implied Annual Percentage Rate	Payments end this many months after the beginning of your Payment Term, no matter the amount of dollars or number of payments made to the Company ¹

Itemization of Amount Financed	Fees	Payments Change with Your Earned Income
<p>Paid to you: \$0.00</p> <p>Paid on your behalf: [FUNDING]</p> <p>• To General Assembly</p> <p>Total amount funded (=) [FUNDING]</p> <p><i>Remember: With an Income Share Agreement, the amount that you make in payments may be <u>more</u> or <u>less</u> than this Amount Financed.</i></p>	<ul style="list-style-type: none"> • Application Fee: No • Disbursement Fee: No • Origination Fee: No • Late Fee: \$10.00 • Returned Payment on Non-Sufficient Funds (NSF) Fee: \$20.00, or maximum permitted under state law, whichever is less • Failure to Provide Income Documentation Fee: \$30.00 	<p>In months when your Monthly Earned Income is below the Minimum Income Threshold, your Monthly Payment will be nothing: \$0.00.</p> <p>Otherwise, during the Payment Term, your Monthly Payment will be equal to your Income Share multiplied by your Qualified Monthly Earned Income for that month. Unlike traditional fixed payment installment loans, your Monthly Payments will vary with your Earned Income.</p>

¹ Your Maximum Payment Period is inclusive of any months where Monthly Payments are made as well as any months that are Deferred Months; this will only be extended if you receive Forbearance, which will extend your Maximum Payment Period on a one-for-one basis.

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Estimated Payment Schedule & Examples

What will your payments look like under this ISA?

The total amount you will pay for this Income Share Agreement will vary depending on your future Earned Income. Subject to the other terms outlined in this Disclosure and in your Income Share Agreement, **you will repay a fixed 10% share of your Earned Income during the Payment Term**, provided you earn at least the Minimum Income Threshold and have not yet paid an aggregate amount equal to the Multiple Payment Cap or that would cause your Implied Annual Percentage Rate to equal the Implied APR Cap.

To help illustrate how much you might pay under this Income Share Agreement we have provided the tables below showing the total ISA payments at different levels of Earned Income, assuming you have received the maximum available Amount Financed of \$15,950. ***For simplicity, the chart assumes that your Earned Income is consistent throughout the entire Payment Term and that you will receive the maximum available Amount Financed for a Catalyst ISA of \$15,950. Your total payments may be less than estimated here if your certified Amount Financed is less than the maximum available Amount Financed.*** **PLEASE REVIEW YOUR FINAL DISCLOSURE FOR TOTAL PAYMENTS APPLICABLE TO YOUR FINAL CERTIFIED AMOUNT FINANCED.**

Average Earned Income throughout entire Payment Term.		Estimated Monthly Payment scenarios based on different levels of Earned Income, assuming an Income Share of 10% and Amount Financed of \$15,950.			Cost of Financing	
Annual Earned Income	Monthly Earned Income	Monthly Payments	Total Payments*	Total Monthly Payments Made*	Maximum Implied APR**	Implied Finance Charge
While enrolled		\$0.00	\$0.00	0	N/A	N/A
During Grace Period		\$0.00	\$0.00	0	N/A	N/A
<\$40,000	<\$3,333.33	\$0.00	\$0.00	0	0.0%	-\$15,950.00
\$40,000	\$3,333.33	\$333.33	\$15,999.84	48	0.1%	\$49.84
\$45,000	\$3,750.00	\$375.00	\$18,000.00	48	4.9%	\$2,050.00
\$50,000	\$4,166.67	\$416.67	\$20,000.16	48	9.6%	\$4,050.16
\$55,000	\$4,583.33	\$458.33	\$21,999.84	48	14.0%	\$6,049.84
\$60,000 ***	\$5,000.00	\$500.00	\$23,925.00	48	18.2%	\$7,975.00
\$70,000 ***	\$5,833.33	\$583.33	\$23,925.00	42	20.7%	\$7,975.00
\$80,000 ***	\$6,666.67	\$666.67	\$22,957.44	35	21.0%	\$7,007.44
\$90,000 ***	\$7,500.00	\$750.00	\$22,153.44	30	21.0%	\$6,203.44

* This assumes you have the same Earned Income from the first day of your Payment Term until the end of the Payment Term. Your income will likely change over time.

** This assumes you have the same Earned Income from the first day of your Payment Term until the end of the Payment Term, and that no deferrals or other pauses to payments occur. Your income will likely change over time.

*** In these scenarios, either the Multiple Payment Cap or Implied APR Cap was reached.

The illustration assumes an Amount Financed of \$15,950, an Income Share of 10.0%, a 1.5x Multiple Payment Cap of \$23,925, a 21% Implied APR Cap, and Monthly Payments tied to Earned Income over the Payment Term. **This presents values associated with the maximum Payment Term and Amount Financed allowed under a Catalyst ISA. You should review your Final Disclosure to confirm your applicable Amount Financed and Payment Term, and the specific potential Total Payments under your Agreement.** When your Monthly Earned Income is less than the Minimum Income Threshold of \$3,333.33 (equivalent to \$40,000/year), your account will be placed in a deferment status, and you will not be required to make payments. If your cumulative payments reach an amount that cause you to hit either the Multiple Payment Cap or the Implied APR Cap, then you make no further Monthly Payments, even if you have paid less than the Maximum Monthly Payments, and your account is closed in good standing. The total payments column assumes that your average Monthly Earned Income remains the same over the Payment Term. Your actual total payments may be higher or lower than the projected amount in this illustration since your Monthly Earned Income may fluctuate over time. Please see the below table for some possible income growth scenarios. Remember that your Monthly Earned Income will depend on many factors, including your occupation, industry, and the geography where you work.

How might my cumulative payments change based on my growth in Earned Income?

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Recognizing that your Earned Income is likely to grow over the Payment Term, we have also provided the table below highlighting maximum total payments over the Payment Term assuming different starting salaries and Earned Income growth rates. ***For simplicity, the chart assumes that you will receive the maximum available Amount Financed for a Catalyst ISA of \$15,950. Your total payments may be less than estimated here if your certified Amount Financed is less than the maximum available Amount Financed. PLEASE REVIEW YOUR FINAL DISCLOSURE FOR TOTAL PAYMENTS APPLICABLE TO YOUR FINAL CERTIFIED AMOUNT FINANCED.***

Illustrative initial Earned Income the first month after the Grace Period		Estimated total payment scenarios based on different levels of Earned Income and income growth rates. All scenarios assume an Income Share of 10%, Amount Financed of \$15,950, and 48-months of Monthly Payments.			
Annual Earned Income	Monthly Earned Income	0.0% Growth	2.5% Growth*	5.0% Growth*	7.5% Growth*
\$30,000	\$2,500.00	\$0.00	\$0.00	\$0.00	\$0.00
\$40,000	\$3,333.33	\$15,999.84	\$16,799.37	\$17,631.94	\$18,498.50
\$45,000	\$3,750.00	\$18,000.00	\$18,899.48	\$19,836.13	\$20,811.02
\$50,000	\$4,166.67	\$20,000.16	\$20,999.59	\$22,040.32	\$23,123.54
\$55,000	\$4,583.33	\$21,999.84	\$23,099.20	\$23,925.00 **	\$23,925.00 **
\$60,000	\$5,000.00	\$23,925.00 **	\$23,925.00 **	\$23,925.00 **	\$23,925.00 **
\$70,000	\$5,833.33	\$23,925.00 **	\$23,879.99 **	\$23,669.45 **	\$23,483.47 **
\$80,000	\$6,666.67	\$22,957.44 **	\$22,801.08 **	\$22,662.79 **	\$22,537.58 **
\$90,000	\$7,500.00	\$22,153.44 **	\$22,044.88 **	\$21,946.13 **	\$21,855.57 **

* This assumes that income grows consistently each month during the Payment Term at an amount that, when compounded monthly, equals the specified annual growth rate. Your Earned Income may grow on a less regular basis, or not at all, which will impact the amount you pay on a monthly basis.

** In these scenarios, either the Multiple Payment Cap or Implied APR Cap was reached.

Alternatives to an Income Share Agreement

The Training Course is **NOT** eligible for federal education loans. You should seek advice about your education financing options from a trusted advisor.

If you are interested in enrolling in your immersive GA course, but are not interested in the Income Share Agreement, you may be able to fund your Training Course through (but not limited to):

- Savings and other out-of-pocket contributions
- GI Bill benefits
- Employer sponsorship
- Installment Plan
- Private loans

Next Steps & Terms of Acceptance

You have 30 days from receipt of this disclosure to accept the terms of this Income Share Agreement

NOTE: Except for changes permitted by law, terms of the Income Share Agreement may not be changed by us during the period described above.

1. Find Out About Other Student Financing Options.

Contact General Assembly's team for more information by going to <https://generalassembly.ly/how-we-work/financing> or by contacting your General Assembly Admissions Producer directly.

2. You Have 30 Days from Receipt of this Disclosure to Accept This Offer.

The terms of this offer will not change except as required by law.

3. To accept the terms of this Income Share Agreement, you can:

Sign the attached Income Share Agreement and return it by mail to:

Stride Funding Inc.
PO Box 660675, PMB 70567
Dallas, Texas 75266

OR

Electronically sign your Income Share Agreement through our student portal available at **[CAMPUSDOOR LINK]**.

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Reference Notes

School Disbursement

General Assembly is planning to invest in your future success by funding your Training Course. Under this Income Share Agreement, subject to the completion of the Condition Precedent defined in Section 3 of the Income Share Agreement, we will directly credit your account for the Amount Financed, per the terms of the Agreement.

Your funding will only be credited to your student account, upon (i) General Assembly certifying your full-time enrollment in the Training Course, (ii) your requiring no less than \$5,000 under this Agreement, (iii) your completion of any Pre-Training Course Work assigned by General Assembly, (iv) your certifying that you will seek full-time employment upon completion of the Training Course, and fully and completely participate in the Employment Assistance Program upon the completion of the Training Course, AND (v) your successful integration of the Approved Bank Account with Processing Agent Platform.

To the extent that the Condition Precedent is not satisfied, or if you cancel this agreement in accordance with Section 4 of the Income Share Agreement, the funds will not be credited to your student account, and you will not be required to pay the Company any of your future Earned Income under this Agreement, although you may have rights and obligations under your Enrollment Agreement with General Assembly.

How do payments compare to what they might be under a traditional fixed payment installment loan?

Unlike traditional fixed payment installment loans, an ISA represents your obligation to make payments linked to a specific, fixed percentage of your Earned Income and does not give the Company any rights regarding your educational or employment pursuits. **The amount you will be required to pay under this ISA may be more or less than the Amount Financed you receive and will vary directly in proportion to your future Earned Income. The amount you will be required to pay under this ISA may be more or less than would be required under a traditional fixed payment installment loan.**

MONTHLY PAYMENTS WILL VARY DEPENDING ON YOUR EARNED INCOME, BUT WILL ALWAYS BE 10% OF YOUR EARNED INCOME UNDER THIS AGREEMENT, SUBJECT TO THE MINIMUM INCOME THRESHOLD. THE TOTAL YOU ULTIMATELY PAY MAY BE LESS THAN THE AMOUNT FINANCED, IT MAY BE MORE THAN THE AMOUNT FINANCED AND LESS THAN REPAYMENTS UNDER A COMPARABLE FIXED PAYMENT INSTALLMENT LOAN, IT MAY BE MORE THAN PAYMENTS UNDER A COMPARABLE FIXED PAYMENT INSTALLMENT LOAN AND LESS THAN THE MULTIPLE PAYMENT CAP OR IMPLIED APR CAP, OR IT MAY EQUAL THE MULTIPLE PAYMENT CAP OR IMPLIED APR CAP.

When are payments required?

Your Monthly Payments will begin after your Grace Period has ended and if your Monthly Earned Income is above the Minimum Income Threshold.

We will calculate your first Monthly Payment using a verifiable source of your Monthly Earned Income that you provide to us at least 30 days before the end of the Grace Period. If your Monthly Earned Income during a given month during the Payment Term is less than \$3,333.33, or if you are unemployed and can demonstrate that you are actively seeking employment, you have no obligation to make a Monthly Payment. You must contact our ISA Provider, Stride Funding, to let them know that your Monthly Earned Income is below \$3,333.33. **Do not stop making Monthly Payments without notifying us.**

Additionally, in months that your Monthly Earned Income is less than the Minimum Income Threshold and you do not make a Monthly Payment, the month does not count towards your required number of Maximum Monthly Payments, but the month does count towards the Maximum Payment Period.

What is your Earned Income under this ISA?

Please refer to definition of “Earned Income” in Section 1 of the Income Share Agreement for a full definition. The Company defines Earned Income as your total wages, compensation and gross income from self-employment reported or

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required to be reported on an income tax return. **For U.S. taxpayers this includes Line 1 (Wages, salaries, tips) of IRS Form 1040EZ OR the sum of the following lines from IRS Form 1040:**

- Line 7 (Wages, salaries, tips, etc.)
- Line 12 (Business income or loss), and
- Line 21 (Other income)

Earned Income also includes:

- Non-cash consideration received by you or deemed earned by you, directly or indirectly, such as contributions made to a deferred or equity compensation plan on your behalf
- Income and distributions received by you from your participation in any entity, and equity rights or deferred compensation during the Payment Term

The Company may, at its discretion, estimate your Earned Income using documentation other than your U.S. federal income tax return, provided that the documentation is another verifiable source acceptable to Company such as third party verification services. You are required to keep in touch with us and let us know if your Earned Income or financial situation changes. For example, if you change your bank account, move, change jobs, get a raise, or are between jobs, you will need to notify our ISA Provider, Stride Funding, of this change using your portal (stride.knowledgefinance.com) or by calling them at 855-479-0490 within five (5) business days of such change occurring.

How will we determine your Earned Income?

We will estimate your Earned Income using your tax returns, Form W-2s, Form 1099s, Schedule K-1s, employment agreements, offer letters, pay stubs, self-employment contracts, consulting agreements, and any other verifiable sources acceptable to the Company including third party verification services. **If you do not provide any documents to permit the Company to verify your Earned Income, as you have agreed to do under this Agreement, then the Company shall reserve the right to assume your Earned Income using third party verification services or other information available to the Company. Estimating your Earned Income from other sources including third party verification services may result in a Monthly Payment more or less than your obligation based on your verified Earned Income resulting in an underpayment or overpayment, subject to Reconciliation.** Under the Agreement, the Company will have the right to conduct a Reconciliation for up to one (1) year following the end of the calendar year of your Payment Term. During this time, we will inspect all relevant and verifiable documents and sources, to confirm your Earned Income during the Payment Term. **As a result of the Reconciliation, you may owe more or less money to the Company if it is determined that you earned more or less money than was originally reported.**

Reconciliation

Annually, we will perform a reconciliation process, requiring a copy of your tax return and your authorization to obtain a tax transcript (Currently, an IRS Form 4506). We will calculate your Earned Income, verify it against your tax return, and compare it to the amounts you reported and paid during the year. **If you underpaid during the year, you will have thirty (30) days from receipt of notice of such underpayment to pay the aggregate amount of the underpayment.**

If you overpaid during the year, we will apply the overpayment to your future Monthly Payment obligations, or you can elect to have the overpayment refunded to you. We will use your updated Earned Income information to set your new Monthly Payments thereafter. The amount of these Monthly Payments can be changed any time you provide updated Earned Income information that warrants a change.

If you do not provide us with income verification documentation under Subsections 6(b) and 7(a), and Section 13 of the Income Share Agreement, you will be in breach of this Agreement and will be charged a Fee of \$30.00.

Forbearance and Early Termination

Under certain circumstances, we may grant you a forbearance for specific hardships as defined in the Company's servicing policy. You can take up to a total of 6 months of forbearance, though a forbearance period cannot be longer than three continuous months at one time. During a forbearance, you will not be required to make Monthly Payments. **Months you are in forbearance will extend your Payment Term on a one-for-one basis.**

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You may terminate your Agreement at any time by making a payment equal to the (X) lesser of (A) the Multiple Payment Cap or (B) an amount that would cause your Implied Annual Percentage Rate to equal the Implied APR Cap, less (Y) the sum of all Monthly Payments already made at that time, plus (Z) any outstanding fees.

Optional Forbearance in the Case of Active-Duty Military Service

In the event that, at any point during the Payment Term you become enlisted in active-duty military service as defined in the U.S. federal statute Servicemembers Civil Relief Act (50 U.S.C. §§ 3901-4043), you shall be entitled to, at your sole discretion, either (i) continue your existing obligations under this Agreement as currently defined, or (ii) defer any payments while engaged in active-duty military service. Should you select to enter into an optional Forbearance under Subsection 10(d)(ii) of the Income Share Agreement, such months shall be in addition to the Maximum Payment Period.

Bankruptcy; Death; Disability

If you file for bankruptcy, you may still be required to pay back this Agreement. However, GA nor Stride intend to enforce its rights under the United States Bankruptcy Code in this way and shall at no time assert that this Agreement is non-dischargeable as a qualified student loan as set forth in 11 U.S.C. § 523(a)(8) or such other law that may, in the future, limit the dischargeability of income share agreements where such limitation on dischargeability is based upon the use of the income share agreement for educational expenses. We may seek the payment of any amounts that were due and unpaid as of the date of your bankruptcy filing.

We will waive what you owe under this Agreement, including any past due amounts, if you die or become disabled. If you would like to assert a waiver based on disability, you will need to provide documentation showing that you have been found to be permanently disabled by the Social Security Administration or other federal or state agency due to a condition that began or deteriorated after the Effective Date of the Income Share Agreement.

Privacy

Your privacy is important to General Assembly and Stride Funding. You have been provided with the Privacy Policy that sets forth how we use your information. The Privacy Policy is also available at [\[CAMPUSDOOR LINK\]](#).

Other important terms

- Under this Agreement, you are certifying that you will seek full-time employment in your field of study immediately following the completion of the Training Course and take all actions to remain employed in such capacity for the duration of the Payment Term, and that you will fully and completely participate in the Employment Assistance Program provided by the Company, and you will take all actions as required by the outcomes team to support your pursuit of full-time employment. **If you do not comply with these covenants, you will be considered in breach of the ISA.**
- You may cancel this Agreement within three days of signing and receiving the Final Disclosure for the reasons defined in Section 4 of the Agreement.
- If, for any reason, General Assembly refunds a portion of the Amount Financed, your Payment Term under this Agreement shall be reduced accordingly, to only reflect the cost of the reduced amount outstanding.
- **FOR VIRGINIA RESIDENTS:** Income Share Agreements are one tool that students use to finance their education. General Assembly provides assistance with eligibility for loans. For students who have existing private education loans, Virginia has a Student Loan Advocate to assist those who are struggling with repayment. You can contact the Student Loan Advocate at: State Council of Higher Education for Virginia, James Monroe Building, 10th Floor, 101 N. 14th Street, Richmond, VA 23219; studentloan@schev.edu; 804-786-2832. In addition, resources for prospective and current private education loan borrowers are available online at schev.edu/privateloan.

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For a full set of Terms and Conditions, you should consult your Income Share Agreement.

I acknowledge the receipt, understanding, and agreement of the above disclosures and understand that the Income Share Agreement below states and governs the full terms of the agreement.

Signature: _____

Name: _____

Date: _____

INCOME SHARE AGREEMENT

This Income Share Agreement ("ISA" or "Agreement") is made and entered into by and between [NAME] ("Obligor, "you", or "your"), and General Assembly Space, Inc., including any successors or assigns (collectively, the "Company"), effective as of the date approved by Company (the "Effective Date").

THIS IS A LEGAL CONTRACT. READ IT CAREFULLY BEFORE SIGNING. BY ENTERING INTO THIS AGREEMENT, YOU AGREE THAT IN RETURN FOR RECEIVING THE FUNDING FROM THE COMPANY TO FUND YOUR TRAINING COURSE, YOU WILL PAY A PORTION OF YOUR EARNED INCOME TO COMPANY IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THIS AGREEMENT. THIS AGREEMENT DOES NOT CONSTITUTE AN ASSIGNMENT OF WAGES. THE AMOUNT YOU MUST PAY UNDER THIS AGREEMENT IS NOT A FIXED AMOUNT. YOUR PAYMENT OBLIGATION IS CONTINGENT ON, AND SHALL VARY BASED ON, YOUR EARNED INCOME EACH YEAR, AS DESCRIBED IN THIS AGREEMENT.

In consideration of the Amount Financed provided on your behalf to support your Training Course, and subject to all of the terms, covenants, promises, and conditions contained in this Agreement, you and Company agree as follows:

1. KEY TERMS AND DEFINITIONS. For the purposes of this Agreement:

"Amount Financed" is the amount of money that Company will, subject to satisfaction of all Conditions Precedent, as defined herein, credit to your student account for your Training Course. It will be credited to your student account directly by General Assembly. Your Amount Financed for this Agreement is \$[FUNDING].

"Approved Bank Account" means a bank account established by you with any financial institution designated or approved by the Processing Agent, such approval not to be unreasonably withheld. The Approved Bank Account shall be required to permit an integration with the Processing Agent Platform as to permit the Company to exercise its rights under Subsection 6(f)(i), herein, solely with regard to income and employment verification. You are not required, though you are permitted, to enroll in automatic debiting for your Approved Bank Account under this Agreement.

"Business Day" means all days Monday through Friday, with the exception of any United States Federal Holidays.

"Company" means General Assembly Space, Inc., and its successors or assigns. All references to actions to be taken by the Company and / or notices to be provided by the Obligor to the Company, shall also be interpreted to include the Processing Agents.

"Derived Monthly Income" equals your annualized Earned Income for an entire calendar year divided by twelve (12).

"Deferred Month" means any month that your Monthly Earned Income does not exceed the Minimum Income Threshold.

"Disability" means a determination by the Social Security Administration or other federal or state agency that you are disabled.

"Earned Income" means your total wages, compensation and gross income from self-employment reported or required to be reported on an income tax return. On an annual basis, for U.S. taxpayers, this includes: (a) the sum of Line 7 (Wages, salaries, tips, etc.), Line 12 (Business income or loss), and Line 21 (Other income) of IRS Form 1040; or (b) Line 1 (Wages, salaries, tips) of IRS Form 1040EZ, as reported or required to be reported on U.S. federal income tax returns. Earned Income also includes any non-cash consideration received or deemed earned by you, directly or indirectly, including, but not limited to, contributions to qualified and non-qualified deferred and/or equity compensation plans, income and distributions from your active participation in any entity, and equity rights or deferred compensation generated or attributable to the current period of your employment. If you file tax returns jointly with your spouse, your Earned Income shall not include any income earned solely by your spouse, as demonstrated by you to Company's

satisfaction. For any non-U.S. taxpayers, Earned Income shall substantively mean the equivalent of the amount that would be calculated based on this definition if the taxpayer were a U.S. filer. At its discretion, Company may estimate your Earned Income using documentation or sources other than your U.S. federal income tax return, provided that the documentation is another verifiable source acceptable to Company. The Company will specifically be permitted to, amongst other sources, use third party income verification and employment verification services to estimate your Earned Income.

“Educational Institution” means General Assembly.

“Employer” means any Person for which you provide services, either as an employee or as an independent contractor, and includes any Person required by IRS regulation to provide you with a Form W–2 or 1099-MISC. To the extent you are self-employed, as defined by the Internal Revenue Service, you would also be considered to be your Employer for the purposes of this Agreement.

“Employment Assistance Program” means the Company’s outcomes participation program as defined in the General Assembly Catalog. Under the Employment Assistance Program you must, in addition to other requirements provided for in the General Assembly Catalog and defined by the outcomes team, meet the following requirements: (i) develop a current professional resume, (ii) create and manage a professional digital presence (GA Profile and LinkedIn); (iii) develop a professional project or portfolio; (iv) create a shareable way of tracking your job search; and (v) attend and participate in all outcomes programming.

“Enrollment Agreement” means the Enrollment Agreement you entered into with GA confirming your enrollment in the Training Course, subject to the terms and conditions defined therein.

“Final Disclosure” shall have the meaning set forth in Section 26(a), herein.

“Forbearance” means any period during the Payment Term where the Company grants you a temporary pause in Monthly Payments due to the occurrence of specific hardships as defined in the Company’s servicing policy, or due to your election of such optional forbearance under Subsection 10(d), herein. With the exception of an optional forbearance under Subsection 10(d), herein, you may be eligible for up to a total of six (6) months of Forbearance, though a Forbearance period cannot be longer than three (3) continuous months at a time. During a Forbearance, you will not be required to make Monthly Payments. **Months you are in forbearance will extend your Maximum Payment Period on a one-for-one basis, and will not count towards your Maximum Monthly Payments.**

“Funding Date” means the date upon which the Company shall have credited your student account the full Amount Financed, in accordance with this Agreement.

“Grace Period” is the time between when you complete the Training Course and when the first Monthly Payment is due. **Your ISA has a Grace Period of three (3) months. The Grace Period will be terminated early and your Payment Term will immediately commence if you: (a) withdraw from the Training Course prior to completion; (b) are not reasonably and in good faith seeking employment; and/or (c) are not fully participating in the Employment Assistance Program.**

“Implied APR Cap” means **[21%]. If at any time during the Payment Term your cumulative total of all Monthly Payments reaches an amount that caused your Implied Annual Percentage Rate to equal [21%], then your Monthly Payments will immediately stop**, subject to your payment of any already owed and outstanding fees provided for herein.

[“Implied Annual Percentage Rate” reflects the cost of your Income Share Agreement as a yearly rate. The Implied Annual Percentage Rate will equal the monthly calculated internal rate of return for the initial Amount Financed paid on your behalf and all Monthly Payments actually paid by you under this Agreement.^{2]}

“Income Share” refers to a fixed percentage of your Qualified Monthly Earned Income that you will owe to the Company each month during the Payment Term, subject to your Qualified Monthly Earned Income being greater than or equal to the Minimum Income Threshold. **Your Income Share under this Agreement is 10%.**

² Pending Counsel sign off.

“ISA Provider” refers to Stride Funding Inc.

“Maximum Monthly Payments” means the maximum number of Monthly Payments that you will pay to the Company under this Agreement, regardless of the total amount paid, subject only to the Multiple Payment Cap, the Implied APR Cap, and the Maximum Payment Period. The Maximum Monthly Payments equals **[LEN]** Monthly Payments under this Agreement.

“Maximum Payment Period” means **[LENx2]** from the end of your Grace Period. The Maximum Payment Period will be inclusive of any months where Monthly Payments are made as well as any months that are Deferred Months. The Maximum Payment Period will only be extended if you receive relief under a Forbearance, which will extend your Maximum Payment Period on a one-for-one monthly basis. The term “Maximum Payment Period” as used in this Agreement includes any extensions due to Forbearance.

“Minimum Income Threshold” equals **\$3,333.33** in Earned Income, which is equivalent to **\$40,000** annually. This is the minimum amount of Monthly Earned Income you must earn to be required to make an Income Share payment to the Company in a given month during the Payment Term. If, in any month during the Payment Term, you make less than the Minimum Income Threshold then no monthly payment is due, and that month is treated as a Deferred Month under the Agreement.

“Monthly Earned Income” means the amount of Earned Income you receive during any month during the Payment Term. Monthly Earned Income will be based on total Earned Income received by you from all sources.

“Monthly Payment(s)” means the amount of your Qualified Monthly Earned Income times your Income Share.

“Multiple Payment Cap” means the maximum amount you will pay to the Company under this Agreement (excluding any fees provided for herein), regardless of your Earned Income, and irrespective of when such payments are made under this Agreement. For your ISA, **the Multiple Payment Cap equals the Amount Financed you received from the Company multiplied by 1.5x.**

“Payment Satisfaction” has the meaning defined in Section 2 of the Agreement hereof.

“Payment Term” refers the period during which you have a contingent obligation to make Monthly Payments, as provided under this Agreement. For the purposes of this Agreement, the Payment Term begins upon the end of your Grace Period. Your Payment Term will end upon Payment Satisfaction

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

“Prepayment Amount” means payment or payments made by you to Company that will extinguish your obligations under this Agreement prior to the end of the Payment Term. Prepayment Amount equals the (X) lesser of (A) the Multiple Payment Cap or (B) an amount that would cause your Implied Annual Percentage Rate to equal the Implied APR Cap, less (Y) the sum of all Monthly Payments already made at that time, plus (Z) any outstanding fees or other amounts that you may owe Company under this Agreement.

“Pre-Training Course Work” means the course work assigned by General Assembly to the Obligor prior to the beginning of the Training Course.

“Processing Agent” has the meaning ascribed in Section 5 of the Agreement hereof. As of the Effective Date of this Agreement, the Processing Agent shall specifically include the Company’s ISA Provider, Stride Funding Inc., and the ISA servicer, Knowledge Finance.

“Processing Agent Platform” means Company’s ability to securely connect to Obligor’s bank account and payroll provider system, for purposes of income and employment verification any Company approved interface provided, whether owned and / or operated by the Company or a third-party technology provider that the Company has designated to support ISA servicing under this Agreement.

“Qualified Income-Earning Month(s)” means a month in which your Monthly Earned Income exceeds the Minimum Income Threshold.

“Qualified Monthly Earned Income” means your Monthly Earned Income in any Qualified Income-Earning Month.

“Training Course” means the immersive course that you have enrolled in at General Assembly. For the purposes of this Agreement, Training Course refers to **[PROGRAM]**.

2. **RIGHTS AND OBLIGATIONS UNDER THIS AGREEMENT.** Subject to satisfaction of Condition Precedent, as defined in Section 3 herein, and all other terms and conditions of this Agreement, Company agrees to credit your student account the Amount Financed to support your Training Course. In return, you agree to pay the Company Monthly Payments in any month during the Payment Term where your Qualified Monthly Earned Income is above the Minimum Income Threshold. Your Payment Term will end upon Payment Satisfaction, which shall be defined as the earliest to occur of the following:
 - i. Your making a total number of Monthly Payments equal to the **Maximum Monthly Payments**; OR
 - ii. The sum of the amounts of your Monthly Payments (excluding any fees) equaling the lesser of the **Multiple Payment Cap** or an amount that would cause your Implied Annual Percentage Rate to equal the **Implied APR Cap**; OR
 - iii. The **Maximum Payment Period** ending, subject to any adjustments due to Forbearance.
3. **CONDITION PRECEDENT.** Notwithstanding anything to the contrary herein, the obligations of the Company to fund the Training Course under this Agreement are conditioned upon ALL of the following:
 - i. **Certification.** General Assembly certifying the Obligor’s full-time enrollment in the Training Course.
 - ii. **Minimum Amount Financed.** The Obligor requiring no less than \$5,000 under this Agreement.
 - iii. **Pre-Training Course Work.** The Obligor completing any Pre-Training Course Work assigned by General Assembly.
 - iv. **Certification of Job Search and Participation in Employment Assistance Program.** The Obligor certifying that they will seek full-time employment upon completion of the Training Course, and fully and completely participate in the Employment Assistance Program upon the completion of the Training Course.
 - v. **Approved Bank Account Integration.** The Obligor successfully integrating the Approved Bank Account with Processing Agent Platform.
 - vi. **Attending a repayment seminar hosted by GA.** The Obligor attending a repayment seminar hosted by GA during the Obligor’s enrollment in the Training Course.

The above references i through vi shall collectively be referred to as the “Condition Precedent”, herein. For the avoidance of doubt, to the extent the Company determines that the Condition Precedent has not been satisfied prior to the Funding Date, the Company shall notify the Obligor of its intent to cancel this Agreement, in accordance with Section 26(g), and within ten (10) Business Days of making such a determination. Upon delivery of notice to the Obligor, the Obligor shall be relieved of all obligations under this Agreement, except those specifically defined in Section 25. For the avoidance of doubt, any relief of obligations under this Section shall not affect those rights and obligations provided for under your Enrollment Agreement with General Assembly.

4. **RIGHTS OF OBLIGOR TO CANCEL.** Subject to the notice requirements detailed in this Section below, the Obligor shall have the right to cancel this Agreement at any time prior to the credit of the Amount Financed being applied to your student account by General Assembly, or, in the case of (iii) below, within three days of signing this Agreement, for the following reasons:
 - i. **Reduced need.** The Obligor no longer requires the Amount Financed due to alternative funding acquired through scholarships, gifts, grant, or other aid, and received by General Assembly on the Obligor’s behalf.
 - ii. **No longer pursuing Training Course.** The Obligor no longer intends to enroll in the Training Course.
 - iii. **No longer wishes to enter into the ISA.** The Obligor shall have three days from receipt of the Final Disclosure to cancel the Agreement for any reason or no reason.

The Obligor shall notify the Company of its intent to cancel this Agreement prior to the Funding Date, in accordance with Section 26(g). The Obligor should provide notice of its intent to cancel this Agreement as soon as reasonably possible upon making such a determination. Upon timely delivery of notice to the Company prior to the Funding Date, the Obligor shall be relieved of all obligations under this Agreement, except those specifically defined in Section 25. For the avoidance of doubt, any relief of obligations under this Section shall not affect those rights and obligations provided for under your Enrollment Agreement with General Assembly.

5. **PROCESSING AGENT.** You hereby consent to Company, or a company acting as the agent of Company, managing and processing all aspects of this Agreement, including but not limited to monitoring your Earned Income in your Approved 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.
6. **MAKING PAYMENTS FROM EARNED INCOME.**
 - a. **Payment Term.** Your Payment Term will start immediately upon the end of your Grace Period. However, your obligation to make Monthly Payments will occur only in Qualified Income-Earning Months, during the Payment Term, inclusive of any extensions thereto as provided for in Subsection 6(h), or as otherwise provided herein.
 - b. **Reporting of all Earned Income.** Upon completion of your Training Course and throughout the Payment Term, you agree to use the Processing Agent 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; (iii) your projected annual gross Earned Income, and (iv) any supporting documentation to substantiate (i) through (iii) of this Subsection. You further agree during the Payment Term to update through the Processing Agent Platform any changes in your projected annual gross Earned Income within five (5) business days of any event giving rise to such change. Once per year, the Company will also ask you to validate your projected Earned Income; if, within thirty (30) days of such request you fail to provide the Company with such validation, the Company will assume that your Earned Income for the upcoming year has increased by 8%, and you shall be thereafter responsible for payments of your Income Share in accordance with such projected Earned Income, until you provide other verifiable documentation to confirm your Earned Income with the Company.
 - c. **Monthly Payment Based on Projected Earned Income.** Based on the projected Earned Income you report to Company, subject to Reconciliation as provided below, you shall pay Company a Monthly Payment for each month in which you have Qualified Monthly Earned Income. If you do not provide any documents to the permit the Company to verify your Earned Income or to verify that you are unemployed but actively seeking full-time employment, as you have agreed to do under this Agreement, then the Company shall reserve the right to assume your Earned Income using other information available to the Company.
 - d. **Methods of Payment.** Prior to or upon commencement of the Payment Term, you agree to elect one of following options for recurring Monthly Payments and any other payment(s) owed under this Agreement:
 - i. electronic fund transfers from your Approved Bank Account; or
 - ii. check from Approved Bank Account.You agree to execute authorizations and any other documentation necessary for Company to implement your election.
 - e. **Approved Bank Account.**
 - i. **Set Up and Maintenance of Approved Bank Account.** You agree that, prior to receiving any Earned Income, you will establish an Approved Bank Account with a financial institution designated or approved by Company in writing, and also will permit integration of the Approved Bank Account with Processing Agent Platform as necessary to permit Company to track your Earned Income, monitor account activity and balances, perform Reconciliations and, if elected by you, process and withdraw your Monthly Payments from your Approved Bank Account. You further agree to provide details of the Approved Bank Account as Company may reasonably request from time to time. If, for any reason (e.g., a change in your employment or address), you would like to change

your Approved Bank Account, you agree to give Company prior notice of the requested change and such details for the proposed replacement account as Company may reasonably request. The proposed replacement account shall be subject to Company's prior approval. If at any time during the Payment Term you change the password to your Approved Bank Account or otherwise take any action that alters the ability of Company to access your Approved Bank Account, you agree to give Company prompt notice of the change and to comply with all requests of Company to integrate the new Approved Bank Account with the Processing Agent Platform.

- ii. **Right to Require Change of Approved Bank Account.** Notwithstanding the foregoing provision, and even if you already have an Approved Bank Account, you acknowledge that Company may require you during the Payment Term to open and maintain a new account with a financial institution designated by Company, and you agree that, upon notice from Company, that you will promptly open a new account with the designated financial institution and that such account shall then become your Approved Bank Account. You further agree to execute all documents required to open the new Approved Bank Account including, if applicable, authorization for automatic payments from the new Approved Bank Account. You also agree to authorize integration of the Approved Bank Account with the Processing Agent Platform to permit Company to monitor your Earned Income, among other things.

- f. **Deposit of all Earned Income into Approved Bank Account.** You agree that during the Payment Term you shall, for the purposes of permitting the Company to verify your earnings, deposit all Earned Income received by you from any and all sources directly into your Approved Bank Account. If you are employed, you agree to take all necessary steps within your control, to cause your Employer to arrange for the direct deposit of all of your Earned Income to your Approved Bank Account. Your refusal or failure to establish the Approved Bank Account or to permit integration with the Processing Agent Platform shall not relieve you of any of your obligations under this Agreement and may result in reporting of adverse remarks to appropriate credit bureaus.
- g. **Payment Deferrals and Extensions of Payment Term.** Company shall place your ISA in deferment status and you will not be required to make payments for any Deferred Months, until such time as your Monthly Earned Income exceeds, or is deemed to exceed the Minimum Income Threshold (as determined by Reconciliation, as described herein), at which time your obligation to make Monthly Payments shall be reinstated.
- h. **Survival of Obligations.** Expiration of the Payment Term only terminates obligation to make Monthly Payments from Qualified Monthly Earned Income. However, it does not terminate this ISA or any continuing obligations you may have to Company pursuant to this ISA or your Enrollment Agreement with the Company, including but not limited to the obligation to make additional payments if Company determines that you underreported your Earned Income or to the extent that payments originally owed under this Agreement were not made in full.

- 7. **RECONCILIATION.** From time to time during the Payment Term, and for a period of one (1) year following the end of the calendar year in which the Payment Term expires ("Reconciliation Period"), Company shall have the right to examine and audit your records pertaining to your employment and to verify your Earned Income at any point or points during the Payment Term to ensure that you have properly reported or projected your Earned Income and to verify that Company has properly calculated and deducted Monthly Payments and other payment owing hereunder ("Reconciliation"). You agree to cooperate with the Company in the Reconciliation process.

- a. **Confirmation of Earned Income and Employment.** To permit Company to perform Reconciliation, you agree that you shall, within thirty (30) days of request:
 - i. verify your Earned Income as reported to the IRS by completing and delivering to Company an IRS Form 4506-T or Form 4506T-EZ (or any successor form) or, at Company's option, provide Company with a true and accurate copy of your federal tax return as submitted to the IRS for any calendar year of the Payment Term;

- ii. validate that you have integrated your accounts into the Processing Agent Platform such that the Company may validate your employment and earnings via integration to your Approved Bank Account and / or payroll provider; and
 - iii. provide such other documentation including, without limitation, pay stubs, Form W-2s, Form 1099, Schedule K-1s, offer letters, self-employment contracts, consulting agreements, or other verifiable sources and summaries of any non-written or oral non-cash consideration, equity or deferred compensation arrangements as may be reasonably requested by Company.
- b. **Underreported Earned Income.**
 - i. If at any time during the Payment Term, whether intentionally or unintentionally, you fail to report, or underreport, your Earned Income, resulting in one or more deferred Monthly Payments, or one or more lower Monthly Payments than Company is entitled to receive under this Agreement, the Company shall give you notice within ten (10) business days of completion of the Reconciliation of the amount of the underpayment and reasonable documentation of the underpayment calculation. You agree to pay the Company the aggregate amount of the underpayment within thirty (30) days of receiving such notice. If you do not pay on time, Company may exercise its legal rights to collect such underpayment. In that case, you agree to pay Company's reasonable costs of collection, including attorney fees.
 - ii. If a Reconciliation shows that your Derived Monthly Income for any month was more than the amount of Monthly Earned Income you reported for such month, your Monthly Earned Income for that month shall be deemed to equal the Derived Monthly Income, and any additional amounts payable to us will be subject to recapture pursuant to clauses (i) or (ii) above, as the case may be.
- c. **Overreported Earned Income.**
 - i. If at any time during the Payment Term, for any reason, you overreport your Earned Income, resulting in larger Monthly Payments than Company is entitled to receive under this Agreement, you will have the right to notify Company of this and provide any documentation that Company may reasonably request to verify your claim of overpayment. If, after Reconciliation, Company agrees that you overreported your Earned Income, Company will correct the error by refunding the amount of the overpayment to your Approved Bank Account in a single payment or by equal payments over a period not to exceed thirty (30) days.
 - ii. If the Payment Term 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 the end of the Payment Term.
- 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, Employer or Earned Income information or you do not otherwise reasonably cooperate with us, for purposes of Reconciliation, then the Reconciliation Period shall be extended on a day-for-day basis for the period of time equal to the time you failed to provide the requested information or you obtained by filing the extension. It is the intent of this provision that the Reconciliation Period shall be extended so that the Company has a full and reasonable opportunity to perform Reconciliation and so that you may not benefit from your failure to comply with your obligations or obtaining an extension.

8. CAP ON PAYMENTS; PREPAYMENT AMOUNT.

- a. **Payment Cap.** The sum of all Monthly Payments you pay under this Agreement will not exceed the lesser of the Multiple Payment Cap or an amount that would cause your Implied Annual Percentage Rate to equal the Implied APR Cap.
- b. **Prepayment Amount.** You may at any time satisfy in full your financial obligations to the Company under this Agreement by paying an amount equal to the Prepayment Amount, which is calculated by subtracting your total payments from the lesser of the Multiple Payment Cap or an amount that would cause your

Implied Annual Percentage Rate to equal the Implied APR Cap, plus any unpaid fees (described in Section 9 below).

9. FEES. The following fees shall apply, subject to applicable law:

Fee type	Fee description	Fee amount
Late Payment Fee	A fee may be charged if you do not make any payment under this ISA on or before the 10 th day after the due date. Any payment received after 5:00 PM Eastern time on given date is deemed received on the next Business Day.	\$10
Returned Payment Fee	A fee charged if any payment is returned or fails due to non-sufficient funds ("NSF") in your account or for any other reason.	\$20, or the maximum permitted under state law, whichever is less
Income Documentation Fee	A fee charged if Obligor fails to timely provide required income verification documentation as provided for in Subsections 6(b) and 7(a), and Section 13, herein	\$30

10. ADDITIONAL PROVISIONS AFFECTING PAYMENTS.

- a. **Limit on Other Income Share Agreements.** You agree that you have not and will not enter into additional income share agreements or similar arrangements with Company or any other Person that, in the aggregate, obligate you to pay a total Income Share exceeding 20% of your Earned Income.
- b. **International Work.** If you move out of the United States during your Payment Term, you agree to continue to report Earned Income and to continue paying your Income Share of Qualified Monthly Earned Income. You shall not be in breach of this Agreement so long as you continue to make the required Monthly Payments.
- c. **Waiver of ISA Due to Death or Total and Permanent Disability.** We will waive what you owe under this Agreement, including any past due amounts, if you die or become disabled. If you would like to assert a waiver based on disability, you will need to provide documentation showing that you have been found to be permanently disabled by the Social Security Administration or other federal or state agency due to a condition that began or deteriorated after the Effective Date.
- d. **Optional Forbearance in the Case of Active-Duty Military Service.** In the event that, at any point during the Payment Term you become enlisted in active-duty military service as defined in the U.S. federal statute Servicemembers Civil Relief Act (50 U.S.C. §§ 3901-4043), you shall be entitled to, at your sole discretion, either (i) continue your existing obligations under this Agreement as currently defined, or (ii) defer any payments while engaged in active-duty military service. Should you select to enter into an optional Forbearance under Subsection 10(d)(ii) above, such months shall be in addition to the Maximum Payment Period, defined herein.
- e. **Obligation in Event of Withdrawal or Dismissal.** If, for any reason, you withdraw or are dismissed from the Training Course and would be eligible to receive a tuition refund based on state law or school policy, you will be entitled to a reduction in (i) the length of the Payment Term, and (ii) the Amount Financed, in accordance with the amount of tuition and fees still owed under your Enrollment Agreement with the Company. You agree to provide the Company prompt notice of your withdrawal from the Training Course and the effective date of your withdrawal.
- f. **Marriage.** If you are married or get married, you agree to document your income separately from your spouse's and to provide us with the necessary documentation to calculate your individual Earned Income. If you are married and live in Wisconsin on the date you sign this ISA or during the term hereof, your signature on this ISA confirms that any financial obligation incurred as a result of this ISA is being incurred in the interest of your marriage or family. If you are married and live in Texas on the date you sign this ISA

or during the term hereof, you agree to hold your Earned Income in a separate bank account from your spouse.

- 11. REVIEW OF YOUR TAX RETURNS.** For the tax year in which your Payment Term begins through the tax year in which your Payment Term (including any extensions) ends, you agree to file your U.S. federal income tax returns no later than April 15 of the following year, and to timely file any state or local tax returns by the due date. You agree to notify Company of any extension you seek for filing federal income tax returns. Moreover, upon request, you agree to sign and file IRS Form 4506-T or Form 4506T-EZ (or any successor form) within thirty (30) days of request, designating Company as the recipients of the transcripts of your tax returns covering any and all years of your Payment Term. You agree to perform any similar requirements or procedures for any other country's taxing authority, as applicable.
- 12. TAX REPORTING.** Upon the maturity or termination of this ISA, if the aggregate amount of cash you received from us is greater than the aggregate sum of the payments you made to us during your Payment Term, you may be required to recognize ordinary income equal to the difference between the amount of cash received from us and the sum of the payments you made to us. Company urges you to consult with your tax advisors about the potential consequences of such reporting.
- 13. 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 and with the intention to pay the Company the 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 or permanent resident or have a social security number and the legal right to work in the United States;
 - e. that you will fully and completely participate in the Employment Assistance Program provided by the Company, and will take all actions as required by the outcomes team to support your pursuit of full-time employment;
 - f. that you will make reasonable and good faith efforts to seek full-time employment immediately following completion of the Training Course and during all times during the Payment Term that you are not employed or that you have Earned Income less than the Minimum Income Threshold;
 - g. during the Payment Term, you will timely report to Company any changes in your Employment status;
 - h. during the Payment Term, 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;
 - i. 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 (including any assignee of Company) and/or Company, and that such information or documentation shall be true, complete, and accurate;
 - j. that during the Payment Term you will timely 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;
 - k. that you shall keep accurate records relating to your Earned Income for each year of your Payment Term, including all W-2s, Form 1099s, Schedule K-1s, pay stubs, and any invoices or payments relating to self-employment and consulting services you provide; and
 - l. that you will retain all such records for a period of at least two (2) years following the date you fulfill all your payment obligations under this Agreement.

Should you breach any of these covenants, the Company shall reserve the right to adjust the terms of this Agreement, as explicitly provided for in Section 15, herein.

14. 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 Company or its Processing Agents pursuant to this Agreement is personal and confidential information. Company and its Processing Agents agree not to, directly or indirectly, disclose, publish, cause to be disclosed or published, or 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, (iii) to enforce its rights under this Agreement, or (iv) as permitted by Sections 19 and 21 hereof.
- b. **Security.** Company and its Processing Agents shall use and maintain commercially reasonable security controls so as to prevent any unauthorized access to or use any personal and confidential information of Obligor.

15. 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 within ninety (90) days of the due date; (ii) your failure to provide documentation of your Earned Income within ninety (90) days of the due date; (iii) your failure to provide Company with a completed and executed IRS Form 4506-T, your social security number, or the name of your Employer(s) within ninety (90) days of Company's request; (iv) your failure to provide details of and confirm ownership of your Approved Bank Account within ninety (90) days of receiving written notice from Processing Agent or Company of such failure; (v) your failure to provide documentation including, without limitation, copies of your federal tax returns, pay stubs, Form W-2s, Form 1099s, Schedule K-1s, offer letters, self-employment contracts, consulting agreements, or other verifiable sources, and summaries of any non-cash consideration, equity, or deferred compensation arrangements as may be reasonably requested by Company, pursuant to this Agreement; (vi) your failure to attend a required repayment seminar hosted by GA during your enrollment in the Training Course; or (vi) your violation of any other provision, representation, or covenant in this Agreement that impairs Company's rights, including but not limited to, the receipt of information that Company deems, in its 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, including if you do not fully and completely participate in the Employment Assistance Program and/or make reasonable and good faith efforts to seek full-time employment, and subject to Section 22 hereof, Company shall be entitled to: (i) immediately collect the difference between the Amount Financed and the sum of Monthly Payments already made by you under this Agreement; (ii) collect the amount that the Company would have been owed if the Obligor had paid the Company the monthly Income Share multiplied by the Earned Income for each month during the Payment Term; (iii) enforce all legal rights and remedies in the collection of such amount and related fees (including any rights available to Company to garnish wages or set off any federal or state tax refund); or (iv) utilize any combination of these remedies. Notwithstanding the forgoing, you agree to pay Company's costs of collection to the extent permitted by applicable law, including reasonable attorney fees, collection fees charged by a taxing authority for tax refund set-off, and any other fees or costs (including Company's fees and costs due to your bankruptcy or insolvency, if applicable).
- 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.

16. RETAINED RIGHTS. No breach or the termination of this Agreement will affect the validity of any of your accrued obligations owing to Company under this Agreement. Notwithstanding termination of the Payment Term, Company

shall retain all rights to enforce your obligations under this Agreement, including the right to receive the full amount of your Income Share owing hereunder based on your Earned Income during the Payment Term.

17. ELECTRONIC DELIVERY. Company and its Processing Agents 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 to the Company or its Processing Agents, and to participate through an on-line or electronic system established and maintained by Company or its Processing Agents.

18. PERMITTED COMMUNICATIONS. Company and its Processing Agents may use an automatic dialer to place calls or send text messages, or use electronic mail, to communicate with you about payment due dates, missed payments, and other important information, and may use an artificial or prerecorded voice in connection with such communications. You hereby consent to such communications at any telephone number or email address that you provide Company or Processing Agents, now or in the future. To the maximum extent allowable by law, you agree that Company and/or Processing Agents will not be liable to you for any such communications, even if information is communicated to an unintended recipient. You understand that, when you receive such communications, you may incur a charge from your wireless or internet service providers. You agree that Company and/or Processing Agents shall have no liability for such charges. You also agree that Company and Processing Agents, may record any telephone conversations with you.

You may withdraw your consent to receive emails or telephone calls or text messages using an automatic dialer or an artificial or prerecorded voice by sending notice by email to support@stridefunding.com (or such other email address as the Company may provide to you from time to time) or by submitting a secure message via stride.knowledgefinance.com. The notice must include (i) your name and address, (ii) your cellular telephone number(s), and (iii) your account number, if applicable; and shall expressly state that you are revoking your consent under this Agreement for Company to email or place calls and send text messages to you using an automatic dialer or artificial or prerecorded voice.

19. CONSENT TO CREDIT AND INCOME VERIFICATION; CREDIT REPORTING; OBLIGOR INFORMATION.

- a. In connection with the provision of the Amount Financed for the Training Course defined herein, and by entering into this Agreement, you authorize Company and/or Processing Agents to obtain your credit report, verify the information that you provide to the Company and/or Processing Agents, and gather such additional information that Company and/or Processing Agents reasonably determines necessary to help assess and understand your ability to perform your obligations under this Agreement. You understand that Company or Processing Agents may verify your information and obtain additional information using a number of sources, including but not limited to, consumer reporting agencies, third party databases, past and present employers, other school registrars, public sources, and personal references provided by you. Upon your request, you will be notified whether or not Company obtained you credit report and, if so, the name and address of the consumer reporting agency that furnished the report. You further authorize Company to share your credit report and information therein with its assigns or affiliates (including but not limited to its parents, investors, and lenders), which Company will do using reasonable data security procedures.
- b. You authorize the Company and Processing Agents (including, but not limited to, Company) to report information about this Agreement to credit bureaus. We may inform credit bureaus about your positive payment behavior when you make payments as agreed. However, this also means that late payments, missed payments, or other breaches of this Agreement may be reflected in your credit report. As of the Effective Date hereof, the Company is not reporting your behaviors under this Agreement to credit reporting agencies. If, at any point during this Agreement, a credit reporting agency accepts reporting of consumer behaviors under income share agreements such as this Agreement, it is the Company's intent to report your behaviors under this Agreement to the credit reporting agencies.
- c. You authorize the Company and Processing 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.
- d. **CALIFORNIA RESIDENTS:** You have the right to prohibit the use of information contained in your credit file in connection with transactions not initiated by you. You may exercise this right by notifying the consumer

credit reporting agency. If the Company or Processing Agents takes any adverse action as defined by Section 1785.3 of the California Civil Code and the adverse action is based, in whole or in part, on any information contained in a consumer credit report, you have the right to obtain within 60 days a free copy of your consumer credit report from the consumer reporting agency who furnished the Company or Processing Agents with your consumer credit report and from any other consumer credit reporting agency which compiles and maintains files on consumers on a nationwide basis. You have the right as described in Section 1785.16 of the California Civil Code to dispute the accuracy or completeness of any information in the consumer credit report furnished by the consumer credit reporting agency. As required by California law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations.

- e. **NEW YORK RESIDENTS:** You understand and agree that Company and Processing Agents may obtain a consumer credit report in connection with this Agreement and in connection with any updates, renewals, or extensions for any credit as a result. If you ask, you will be informed whether or not such a report was obtained and, if so, the name and address of the agency that furnished the report. You also understand and agree that we may obtain a consumer credit report in connection with the review or collection of any debt made to you as a result of this Agreement or for other legitimate purposes related thereto. If any debit incurred on your account is ever in default, that fact may become a part of your credit record.

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

21. DATA. You hereby consent to Company and Processing Agent'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 Processing Agent Platform and related systems and technologies; (b) to use the Data to improve and enhance the Processing Agent Platform or for other development, diagnostic, and corrective purposes in connection with this Agreement or any other business of Company; (c) to share the anonymized Data with our servicing and employer partners for the purposes of helping you or other students obtain employment; (d) to use the Data for the creation of any additional products or services derived therefrom; and (e) to disclose such information and data solely in aggregate or other de-identified form in connection with Company's businesses. Company and Processing Agents shall own any data derived from or based upon the Data in conjunction with the foregoing rights.

22. NOTICE AND CURE. Prior to initiating any legal action or other proceeding regarding any past, present or future claim, dispute, or controversy, Company or Obligor may have against the other, regardless of the legal theory on which it is based, arising out of, relating to or occurring in connection with this Agreement (a "Claim"), the party asserting the Claim shall give the other party written notice of the Claim and a reasonable opportunity, not less than thirty (30) days, to resolve the Claim. The notice must explain the nature of the Claim and the relief demanded by the party asserting it. If Company is asserting the Claim, Company will send such notice to you at your address appearing in our records or, if you are known to be represented by an attorney, to your attorney at his or her office address. The party asserting the Claim must reasonably cooperate in providing any information about the Claim that the other party reasonably requests. The provisions of this Section shall survive termination of this Agreement.

23. ARBITRATION OF CLAIMS AGAINST COMPANY. Except as expressly provided below, and to the extent permitted by law, Obligor agrees that any Claim against the Company shall be submitted to and resolved by binding arbitration under the Federal Arbitration Act ("FAA"), 9 U.S.C. §§1 *et seq.*, before the American Arbitration Association ("AAA") under its Consumer Arbitration Rules then in effect (the "AAA Rules", available online at www.adr.org). If the AAA is unable to serve as administrator and Company and Obligor cannot agree on a replacement, a court with jurisdiction will select the administrator or arbitrator. This means that any Claim you have shall be resolved by a neutral third-party arbitrator, and not by a judge or a jury, and you hereby knowingly and voluntarily waive the right to trial on such Claim by any court of law or equity. For purposes of this Arbitration Agreement: (a) the term "Claim" has the broadest possible meaning, and includes initial claims, counterclaims, crossclaims and third-party claims. It includes

disputes based upon contract, tort, consumer rights, fraud and other intentional torts, constitution, statute, regulation, ordinance, common law and equity (including any claim for injunctive or declaratory relief). For purposes of this Arbitration Agreement; (b) the term "Company" includes: (i) the Company; (ii) any assignee of this Agreement; (iii) any assignee, agent, designee or servicer of the Company (including, but not limited to, Company); (iv) the officers, directors, employees, affiliates, subsidiaries, and parents of all of the foregoing; and (v) any Person named as a co-defendant with Company in a Claim asserted by Obligor, such as servicers and debt collectors. Notwithstanding the foregoing, if a Claim that Obligor wishes to assert against Company is cognizable in a small claims court (or your state's equivalent court) with jurisdiction over the Claim and the parties, Obligor or Company may pursue such Claim in such court; provided, however, that if the Claim is transferred, removed, or appealed to a different court, it shall then be resolved by arbitration, as provided herein. Moreover, any dispute concerning the validity or enforceability of this Arbitration Agreement must be decided by a court; any dispute concerning the validity or enforceability of this Agreement is for the arbitrator.

Any arbitration hearing that you attend will take place before a single arbitrator and shall be held in the same city as the U.S. District Court closest to your address. If you cannot obtain a waiver of the AAA's or arbitrator's filing, administrative, hearing and/or other fees, Company will consider in good faith any request by you for Company to bear such fees. Each party will bear the expense of its own attorneys, experts and witnesses, regardless of which party prevails, unless applicable law or this Agreement provides a right to recover any of those fees from the other party.

The arbitrator shall follow applicable substantive law to the extent consistent with the FAA, applicable statutes of limitation and privilege rules that would apply in a court proceeding, but subject to any limitations as may be set forth in this Agreement.

This Arbitration Agreement shall survive the termination of this Agreement, your fulfillment of your obligations under this Agreement, and bankruptcy or insolvency by either party (to the extent permitted by applicable law). In the event of any conflict or inconsistency between this Arbitration Agreement and the administrator's rules or other provisions of this Agreement, this Arbitration Agreement will govern.

CLASS ACTION WAIVER: TO THE EXTENT PERMITTED BY LAW, IF A CLAIM IS ARBITRATED, OBLIGOR WILL NOT HAVE THE RIGHT TO PARTICIPATE IN A CLASS ACTION, A PRIVATE ATTORNEY GENERAL ACTION, OR OTHER REPRESENTATIVE ACTION IN COURT OR IN ARBITRATION, EITHER AS A CLASS REPRESENTATIVE OR CLASS MEMBER. Further, unless both Obligor and Company agree otherwise in writing, the arbitrator may not join or consolidate Claims with claims of any other Persons. The arbitrator shall have no authority to conduct any class, private attorney general, or other representative proceeding, and shall award declaratory or injunctive relief only to the extent necessary to provide relief warranted by the Claim. If a determination is made in a proceeding involving Company and Obligor that the class action waiver is invalid or unenforceable, only this sentence of this Arbitration Agreement will remain in force and the remainder of this Arbitration Agreement shall be null and void, provided, that the determination concerning the class action waiver shall be subject to appeal.

RIGHT TO REJECT: You may reject this Arbitration Agreement by emailing a rejection notice to Company at support@stridefunding.com (or such other email address as Company may provide to you from time to time) within thirty (30) days after the Effective Date. Any rejection notice must include: (i) your name and address; (ii) your cellular telephone number(s); (iii) your account number, if applicable; and shall state that you are rejecting the Arbitration Agreement in this Agreement. Any rejection of this Arbitration Agreement will not affect any other provisions of, or your obligations under, this Agreement.

24. LIMITATION OF LIABILITY. EXCEPT TO THE EXTENT CAUSED BY THE WILLFUL MISCONDUCT OF COMPANY, 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 SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

25. SURVIVAL OF CERTAIN PROVISIONS. Notwithstanding anything to the contrary in this Agreement, the provisions of Sections 1 (Key Terms and Definitions), 3 (Condition Precedent), 4 (Rights of Obligor to Cancel), 5 (Processing Agent), 7

(Reconciliation), 12 (Tax Reporting), 13 (Covenants and Representations of Obligor), 15 (Breach and Remedies), 16 (Retained Rights), 17 (Electronic Delivery), 18 (Permitted Communications), 22 (Notice and Cure), 23 (Arbitration of Claims Against Company), 24 (Limitation of Liability), 25 (Survival of Certain Provision), and 26 (General Provisions) shall survive termination of this Agreement, your fulfillment of your obligations under this Agreement, and bankruptcy or insolvency of either party (to the extent permitted by applicable law).

26. GENERAL PROVISIONS.

- a. **Entire Agreement.** This Agreement, inclusive of the Income Share Agreement (ISA) Approval Disclosure and Final Disclosure, sets forth the entire agreement and understanding of the Parties relating to the subject matter herein and supersedes all prior or contemporaneous discussions, understandings and agreements, whether oral or written, between you and us relating to the subject matter hereof. In the event of any inconsistency between this document and the Final Disclosure, or between the Final Disclosure and the other Disclosures, the Final Disclosure controls.
- b. **Amendments.** This Agreement cannot be modified or amended except with the written consent of both Parties.
- c. **No Waivers.** No delay or failure on the part of either Party to require performance of any provision of this Agreement shall constitute a waiver of that provision as to that or any other instance.
- d. **Successors and Assigns.** Company (and any Person that acquires a majority interest of the equity of Company or substantially all of its assets), may sell or assign this Agreement or any of our rights, economic benefits, or obligations under this Agreement, to any Person without your permission or consent. However, you may not assign this Agreement, whether voluntarily or by operation of law, or any of your rights, economic benefits (including but not limited to the Training Course), or obligations under this Agreement, except with Company's prior written consent and any such attempted assignment without our consent shall be null and void. Except as otherwise provided in this Agreement, this Agreement, and the rights and obligations of the parties hereunder, will be binding upon and inure to the benefit of their respective successors, assigns, heirs, executors, administrators and legal representatives.
- e. **Severability.** Except as set forth in the in Section 23 (Arbitration of Claims Against Company), 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.
- f. **Governing Law.** The validity, interpretation, construction and performance of this Agreement, all acts and transactions pursuant to this Agreement, and the rights and obligations of the Parties under this Agreement shall be governed by, construed, and interpreted in accordance with the laws of the State of Delaware, without giving effect to principles of conflicts of law.
- g. **Notices.** Any notice, consent, demand or request required or permitted to be given under this Agreement shall be in writing and, except as otherwise provided, shall be deemed sufficient: (i) when sent by email from you to Company, at support@stridefunding.com or to such other email address as Company may provide to you from time to time, and (ii) when sent by Company to you via email at the email address you last provided to Company.
- h. **Execution; Electronic Transactions.** This Agreement may be executed electronically or manually. Execution may be completed in counterparts (including both counterparts that are executed on paper and counterparts that are electronic records and executed electronically), which together shall constitute a single agreement. Any copy of this Agreement (including a copy printed from an image of this Agreement that has been stored electronically) shall have the same legal effect as an original.
- i. **NOTICE YOU MAY ASSERT AGAINST THE HOLDER OF THE INCOME SHARE AGREEMENT YOU SIGNED IN ORDER TO FINANCE THE COST OF THE TRAINING COURSE ALL OF THE CLAIMS AND DEFENSES THAT YOU COULD ASSERT AGAINST GENERAL ASSEMBLY, UP TO THE AMOUNT YOU HAVE ALREADY PAID UNDER THE INCOME SHARE AGREEMENT.**

- j. **Notice to Obligor: (1) Do not sign this agreement before you read it or if it contains any blank spaces to be filled in. (2) You are entitled to a completely filled-in copy of this agreement. (3) You can prepay the full amount due under this agreement at any time. (4) If you desire to pay off in advance the full amount due, the amount which is outstanding will be furnished upon request.**

[CONTINUED ON NEXT PAGE]

VERIFICATION OF REVIEW AND INDEPENDENT DECISION TO ENTER INTO ISA

BY SIGNING BELOW, OBLIGOR ACKNOWLEDGES AND AGREES THAT THIS AGREEMENT IS ENTERED INTO VOLUNTARILY AND AS AN ARMS-LENGTH TRANSACTION. OBLIGOR FURTHER ACKNOWLEDGES AND AGREES WITH EACH OF THE FOLLOWING: (I) THAT I AM OF LEGAL AGE TO EXECUTE THIS AGREEMENT; (II) THAT I HAVE HAD THE OPPORTUNITY TO READ THIS AGREEMENT AND TO REVIEW ITS TERMS AND CONDITIONS WITH MY LEGAL AND FINANCIAL ADVISORS OF MY CHOOSING; (III) THAT COMPANY IS NOT AN AGENT OR FIDUCIARY OR ADVISOR ACTING FOR MY BENEFIT OR IN MY FAVOR IN CONNECTION WITH THE EXECUTION OF THIS AGREEMENT; (IV) THAT COMPANY HAS NOT PROVIDED ME WITH ANY LEGAL, ACCOUNTING, INVESTMENT, REGULATORY OR TAX ADVICE WITH RESPECT TO THIS AGREEMENT; AND (V) THAT COMPANY HAS NOT MADE ANY PROMISES OR ASSURANCES TO ME THAT ARE NOT EXPRESSLY SET FORTH IN WRITING IN THIS AGREEMENT. I UNDERSTAND THAT, BY ENTERING INTO THIS THIS AGREEMENT, I AM AGREEING TO SHARE A FIXED PORTION OF MY FUTURE EARNED INCOME IN CONSIDERATION OF RECEIVING THE AMOUNT FINANCED TO SUPPORT MY TRAINING COURSE, IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THIS AGREEMENT.

IN WITNESS WHEREOF, the parties have entered into this Income Share Agreement as of the Effective Date.

I ACKNOWLEDGE THAT I HAVE RECEIVED A LEGIBLE COPY OF THIS AGREEMENT.

Signature: _____

APPROVED BY: _____

Name: _____

Company: GENERAL ASSEMBLY SPACE, INC.

School: General Assembly

Name: [GA SIGNER NAME]

Program: [Program]

Title: [TITLE]

Expected Completion Date: [DATE]

Date: [DATE]

INCOME SHARE AGREEMENT APPLICATION & SOLICITATION DISCLOSURE

COMPANY:

General Assembly Space, Inc.
915 Broadway, 3rd Floor
New York, NY 10010

ISA PROVIDER:

Stride Funding Inc.
(214) 775-9960
support@stridefunding.com

The following provides information about the Income Share Agreement ("ISA") offered by General Assembly Space, Inc. ("GA"). If approved, you will enroll in your immersive course with GA after making an initial deposit of only \$250, or adding the application fee to your ISA agreement. All other tuition expenses for your program will be paid for by GA, and in return, you agree to make future payments to GA calculated based on your Earned Income as defined in the ISA.

Payment Terms & Fees

Available funding \$5,000 to \$15,950 <i>Amount of funds you could receive if approved</i>	Your Income Share is the fixed percentage of your future Qualified Monthly Earned Income you will owe in return for the funding you receive. <u>IT IS NOT AN INTEREST RATE OR AN ANNUAL PERCENTAGE RATE.</u> It is not affected by your credit history, nor is it affected by the presence or lack thereof of a co-signer. Your Income Share is fixed at 10.0%. This is the percentage of your Qualified Monthly Earned Income that you will pay each month during the Payment Term, subject to the Minimum Income Threshold. <u>This percentage is a fixed percentage; however, your Monthly Payments will vary with your Earned Income.</u>
Income Share 10.0% <i>The percentage of Earned Income used to calculate your Monthly Payments</i>	Your Monthly Payments will vary based on the amount of your Earned Income. The total amount you will pay <u>may be more or less</u> than your Amount Financed. The total amount you will pay <u>may be more or less</u> than you would pay with a traditional fixed payment installment loan.
Minimum Income Threshold \$3,333.33 per month (equivalent of \$40,000 per year) <i>Minimum Earned Income below which no Monthly Payment is owed</i>	The maximum you will pay is the lesser of: (1) 1.5x of the Funding Amount (the "Multiple Payment Cap") over the Payment Term, regardless of your Earned Income OR (2) an amount that would cause your Implied Annual Percentage Rate to equal 18% at any point during the Payment Term (the "Implied APR Cap"). You may also pay the lesser of the Multiple Payment Cap or the Implied APR Cap (less any payments made to date plus any outstanding fees) in order to extinguish your obligations before the Payment Term ends.

Your ISA Ends Upon the Earliest to Occur of:			
Maximum Monthly Payments	Multiple Payment Cap	Implied APR Cap	Maximum Payment Period
15 to 48 payments	1.5x of the Amount Financed	21% Implied APR	30 to 96 months
You will make Monthly Payments indexed to your income for this many months after the beginning of your Payment Term	Payments end if the cumulative total of all Monthly Payments reaches this amount	Payments end if the cumulative total of all Monthly Payments reaches an amount that at any point equals this Implied Annual Percentage Rate	Payments end this many months after the beginning of your Payment Term, no matter the amount of dollars or number of payments made to the Company ¹

Fees	
<ul style="list-style-type: none">• Application Fee: No• Disbursement Fee: No• Origination Fee: No• Late Fee: \$10.00	<ul style="list-style-type: none">• Returned Payment on Non-Sufficient Funds (NSF) Fee: \$20.00, or maximum permitted under state law, whichever is less• Failure to Provide Income Documentation Fee: \$30.00

¹ Your Maximum Payment Period is inclusive of any months where Monthly Payments are made as well as any months that are Deferred Months; this will only be extended if you receive Forbearance, which will extend your Maximum Payment Period on a one-for-one basis.

INCOME SHARE AGREEMENT APPLICATION & SOLICITATION DISCLOSURE

Estimated Payment Schedule & Examples

The total amount you will pay for this Income Share Agreement will vary depending on your future gross Earned Income. This example provides estimates based upon different Earned Income scenarios. Subject to the other terms outlined in this Disclosure and in your Income Share Agreement, you will repay a fixed 10% share of your Earned Income during the Payment Term, provided you earn at least the Minimum Income Threshold and have not yet paid an aggregate amount equal to the Payment Cap.

To help illustrate how much you might pay under this Income Share Agreement we have provided the table below showing the total ISA payments at different levels of Earned Income, assuming an Income Share of 10% and a Funding Amount of \$15,950. ***For simplicity, the chart assumes that your Earned Income is consistent throughout the entire Payment Term. Your total payments may be different than those estimated here depending on your Income Share percentage and Amount Financed. REVIEW YOUR FINAL DISCLOSURE FOR TOTAL PAYMENTS APPLICABLE TO YOUR ISA.***

Average Earned Income throughout entire Payment Term.		Estimated Monthly Payment scenarios based on different levels of Earned Income, assuming an Income Share of 10% and Amount Financed of \$15,950.			Cost of Financing	
Annual Earned Income	Monthly Earned Income	Monthly Payments	Total Payments*	Total Monthly Payments Made*	Maximum Implied APR**	Implied Finance Charge
While enrolled		\$0.00	\$0.00	0	N/A	N/A
During Grace Period		\$0.00	\$0.00	0	N/A	N/A
<\$40,000	<\$3,333.33	\$0.00	\$0.00	0	0.0%	-\$15,950.00
\$40,000	\$3,333.33	\$333.33	\$15,999.84	48	0.1%	\$49.84
\$45,000	\$3,750.00	\$375.00	\$18,000.00	48	4.9%	\$2,050.00
\$50,000	\$4,166.67	\$416.67	\$20,000.16	48	9.6%	\$4,050.16
\$55,000	\$4,583.33	\$458.33	\$21,999.84	48	14.0%	\$6,049.84
\$60,000 ***	\$5,000.00	\$500.00	\$23,925.00	48	18.2%	\$7,975.00
\$70,000 ***	\$5,833.33	\$583.33	\$23,925.00	42	20.7%	\$7,975.00
\$80,000 ***	\$6,666.67	\$666.67	\$22,957.44	35	21.0%	\$7,007.44
\$90,000 ***	\$7,500.00	\$750.00	\$22,153.44	30	21.0%	\$6,203.44

* This assumes you have the same Earned Income from the first day of your Payment Term until the end of the Payment Term. Your income will likely change over time.

** This assumes you have the same Earned Income from the first day of your Payment Term until the end of the Payment Term, and that no deferrals or other pauses to payments occur. Your income will likely change over time.

*** In these scenarios, either the Multiple Payment Cap or Implied APR Cap was reached.

When your monthly Earned Income is less than the Minimum Income Threshold of \$3,333.33 (equivalent to \$40,000 per year), your account will be placed in a deferment status, and you will not be required to make payments. If your cumulative payments reach the lesser of the Multiple Payment Cap or the Implied APR Cap, then you make no further Monthly Payments, even if you have paid less than the Maximum Monthly Payments, and your account is closed in good standing. **Total Payments column assumes that your Earned Income remains the same over the Payment Term. Your actual total payments may be higher or lower than the projected amount in this illustration since your Earned Income may fluctuate over time.** Remember that your earned income will depend on many factors, including your occupation, industry, and the area of the country in which you work.

Alternatives to an ISA

The Training Course is NOT eligible for federal education loans. You should seek advice about your education financing options from a trusted advisor.

If you are interested in enrolling in your immersive GA course, but are not interested in the Income Share Agreement, you may be able to fund your Training Course through (but not limited to):

INCOME SHARE AGREEMENT APPLICATION & SOLICITATION DISCLOSURE

- Savings and other out-of-pocket contributions
- GI Bill benefits
- Employer sponsorship
- Installment Plan
- Private fixed payment installment loans

Next Steps

1. Find Out About Other Student Financing Options.

Contact General Assembly's team for more information by going to <https://generalassemb.ly/how-we-work/financing> or by contacting your General Assembly Enrollment Advisor directly.

2. To Apply for this ISA, Complete the Application.

If you are approved for this ISA, the ISA terms will be available for 30 days (terms will not change during this period, except as permitted by law).

Reference Notes

Eligibility Criteria

- You must be enrolled or accepted in one of the following immersive Training Courses offered by GA:
 - Software Engineering Immersive
 - User Experience Design Immersive
 - Data Science Immersive
- You must be enrolled or accepted in a GA Training Course in one of the following eligible locations: Atlanta, Austin, Boston, Chicago, Dallas, Denver, Houston, Los Angeles, New York, Phoenix, Salt Lake City, San Diego, San Francisco, Seattle, Washington, DC, or Remote/Online.
- You must attend a repayment seminar hosted by GA and Stride during your enrollment period.
- You must securely connect your bank account(s) to the Stride platform for purposes of income and employment verification.
- You must be a U.S. citizen or permanent resident.
- You must have a social security number (or equivalent).
- You must be at least the age of majority at the time of the application based on your current state of residence.
- Your total obligations under all private income-based agreements with us or another person must not require you to pay an aggregate income share exceeding twenty (20) percent of your Earned Income in any given month. Loans with income-driven repayment plans, including federal student loans, will not be considered private income-based agreements; however, we strongly encourage you to consider how other student loan obligations might impact your monthly finances before you enter into this ISA.

Monthly Payments, Reconciliation, and Early Termination

- Your Monthly Payments equal your Income Share times the amount of your Qualified Monthly Earned Income. We calculate your initial payments using your pay stub, letter from your employer, self-employment contract, consulting agreement, or other verifiable source acceptable to us. We re-calculate your Monthly Payments any time your Earned Income changes, based on information you provide us such as an updated pay stub. We also re-calculate your Monthly Payments once per year upon your filing income tax returns with the IRS. **If you do not to provide documentation, we will assume your Earned Income has increased by eight (8) percent and adjust your Monthly Payments accordingly.**
- Each year we reconcile over- or under-payments made in the prior calendar year using copies of your year-end pay stub, Form W-2, Form 1099, Schedule K-1, self-employment contract, consulting agreement, or similar source and validation of the dates of your employment (due on or before April 30), all of which must reflect each source of your Earned Income. You must reimburse us for any under-payments, and we will credit your account for any overpayments (or refund the excess amount if your payment term has ended). Each year we also obtain your

INCOME SHARE AGREEMENT APPLICATION & SOLICITATION DISCLOSURE

authorization to request your tax return information from the IRS or other similar taxing authority on or before April 30 of each year of your payment term, on or before April 30 following the end of your payment term, and at any time we request it during any and all months of your Payment Term.

- **You may extinguish your obligations under your ISA before the Payment Term ends by paying an amount equal to the lesser of: (1) the Multiple Payment Cap OR (2) the Implied APR Cap, with either reduced by the sum of all Monthly Payments already made at that time, plus any outstanding fees.**

Payment Status

- You begin making Monthly Payments on the first day of the month following the earlier of: (i) your withdrawal or dismissal from your Training Course, or (ii) after the termination of your Grace Period, upon your completion of the Training Course, whichever comes first, subject to the Minimum Income Threshold.
- Your Grace Period is the time between when you complete the Training Course and when the first Monthly Payment is due. Your ISA has a Grace Period of three (3) months. The Grace Period will be terminated early and your Payment Term may immediately commence if you : (a) withdraw from the Training Course prior to completion; (b) are not reasonably and in good faith seeking employment; and/or (c) you are not fully participating in the Employment Assistance Program..
- We will calculate your first Monthly Payment using a verifiable source of your Earned Income that you provide to us no less than 30 days before the beginning of your Payment Term.
- After you leave the program, your account will be placed in a deferment status and you will not owe payments if you can demonstrate that you: (i) earn less than \$3,333.33/month (equivalent to \$40,000/year) or (ii) are unemployed but can provide evidence sufficient to demonstrate you are actively seeking employment.
- You must contact Stride or its Processing Agent to let us know that your monthly Earned Income is below \$3,333.33; **do not stop making Monthly Payments without notifying us.**

Forbearance and Early Termination

- Under certain circumstances, we may grant you a forbearance for specific hardships as defined in the Company's servicing policy. You can take up to a total of 6 months of forbearance, though a forbearance period cannot be longer than three continuous months at one time. During a forbearance, you will not be required to make Monthly Payments. **Months you are in forbearance will extend your Payment Term on a one-for-one basis.**
- You may terminate your Agreement at any time by making a payment equal to the lesser of the Multiple Payment Cap or the Implied APR Cap, with either reduced by the sum of all Monthly Payments already made at that time, plus any outstanding fees.

Optional Forbearance in the Case of Active-Duty Military Service

- In the event that, at any point during the Payment Term you become enlisted in active-duty military service as defined in the U.S. federal statute Servicemembers Civil Relief Act (50 U.S.C. §§ 3901-4043), you shall be entitled to, at your sole discretion, either (i) continue your existing obligations under this Agreement as currently defined, or (ii) defer any payments while engaged in active-duty military service. Should you select to enter into an optional Forbearance under Subsection 10(d)(ii) of the Income Share Agreement, such months shall be in addition to the Maximum Payment Period.

Bankruptcy; Death; Disability

- If you file for bankruptcy, you may still be required to pay back this Agreement. However, GA nor Stride intend to enforce its rights under the United States Bankruptcy Code in this way and shall at no time assert that this Agreement is non-dischargeable as a qualified student loan as set forth in 11 U.S.C. § 523(a)(8) or such other law that may, in the future, limit the dischargeability of income share agreements where such limitation on dischargeability is based upon the use of the income share agreement for educational expenses.
- We will waive what you owe under this Agreement, including any past due amounts, if you die or become disabled. If you would like to assert a waiver based on disability, you will need to provide documentation showing that you have been found to be permanently disabled by the Social Security Administration or other federal or state agency due to a condition that began or deteriorated after the Effective Date.

INCOME SHARE AGREEMENT APPLICATION & SOLICITATION DISCLOSURE

Other important terms

- Under the ISA, you are certifying that you will seek full-time employment in your field of study immediately following the completion of the Training Course and take all actions to remain employed in such capacity for the duration of the Payment Term, and that you will fully and completely participate in the Employment Assistance Program provided by the Company, and you will take all actions as required by the outcomes team to support your pursuit of full-time employment. **If you do not comply with these covenants, you will be considered in breach of the ISA.**
- **FOR VIRGINIA RESIDENTS:** Income Share Agreements are one tool that students use to finance their education. General Assembly provides assistance with eligibility for traditional fixed payment installment loans or income share agreements. For students who have existing private education loans, Virginia has a Student Loan Advocate to assist those who are struggling with repayment. You can contact the Student Loan Advocate at: State Council of Higher Education for Virginia, James Monroe Building, 10th Floor, 101 N. 14th Street, Richmond, VA 23219; studentloan@schev.edu; 804-786-2832. In addition, resources for prospective and current private education loan borrowers are available online at schev.edu/privateloan.

More information about ISA eligibility, payment calculations, repayment, deferral, or forbearance options is available in your Income Share Agreement application, in your Income Share Agreement, at <https://www.stridefunding.com/generalassembly>, or by calling us at (214) 775-9960.

GA will enforce the terms of its ISAs to the fullest extent allowed by law.