

This Agreement outlines Sabio Enterprises' ("Sabio") **Tuition Refund Guarantee (TRG)** offered in connection with payment of your Sabio tuition. If you have financed your tuition, you remain responsible for all loan terms, policies and processing, [except as outlined herein](#).

By signing, you acknowledge and agree that you have read, understand, and agree to the terms of the TRG and this Agreement, so please read it carefully.

TUITION REFUND GUARANTEE

Subject to the terms and conditions outlined in this Agreement, Sabio will refund any tuition payments to Sabio, minus any nonrefundable charges such as the registration fee and STRF payment, if you are not offered or been in employed in a position of Meaningful Employment as defined below, within 270 days of graduating from your Sabio program. The 270th day is known as the Termination Date. Based on your scheduled program graduation date, the Termination Date for TRG will be _____. If your graduation is delayed beyond the scheduled graduation date, the Termination Date will also be extended.

MEANINGFUL EMPLOYMENT

1. Employment offers must be received before the 270-day deadline; however, the official employment start date may be beyond the 270-day deadline.
2. Employment must be in a career supported by the completed program of study and using the skills and expertise in their job duties.
3. Employment must be a paid position, full-time with a minimum of 30 hours per week.
4. Employment positions can be contract jobs at least 6 months in length or with no defined end date.
5. Two separate contract or part-time positions totaling more than 30 hours per week will be considered a meaningful employment outcome OR any position or combination of positions where the annualized compensation exceeds \$50,000.

ELIGIBILITY

To be eligible for the TRG you must meet all the requirements of this section, as well as the following section "Career Commitment":

1. Be a citizen of the United States or a permanent resident of the United States.
2. Reside in the continental United States during training and while seeking employment.
3. Seek employment in the continental United States for in-person and/or remote positions for a period of 270 continuous days after graduating.
4. Pay the full amount of your Sabio tuition pursuant to your prescribed due dates through cash payments, be in good standing with a loan offered by an approved loan originator, or an approved combination of the two.¹
5. Receive a certificate of completion in a Sabio program in full-stack web development that indicates you have passed all courses in the training program. **Please note that if you withdraw or are withdrawn and do not receive a certificate of completion from**

¹ Students applying Veteran Benefits through the VET TEC program are also eligible; however, veteran students who do not obtain qualifying employment and become eligible for the refund will have funds returned to the VA, not the student.

Sabio you will not be eligible for the TRG.

6. Fully satisfy the Career Commitment set forth in the next section.
7. Not receive an offer(s) for, or otherwise obtain, Meaningful Employment. If you are offered or otherwise secure Meaningful Employment at any time after your official Sabio start date, you will not qualify for the TRG.
8. If you financed your tuition, you are in full compliance with the terms of your loan.
9. Not enroll in another full time educational program. Students are obligated to notify Sabio if they enroll in another full time educational program.
10. Students must notify Sabio of any full time employment undertaken during the 270-day employment search period.
11. Apply for the TRG within thirty (30) days of the Termination Date.

I UNDERSTAND THAT IF I FAIL TO MEET ANY OF THE TERMS LISTED ABOVE THAT I WILL NOT QUALIFY FOR THE TRG AND WILL NOT BE ELIGIBLE FOR REFUND OF MY TUITION.

CAREER COMMITMENT

During the 270 days following your graduation, you agree that you shall do each of the following tasks, pursuant to the instructions provided to you by Sabio, in order to qualify for the TRG:

Each week, I will:

1. Fully complete and submit applications/resumes to positions, in volume as defined per Career Services guidelines, that are related to my Sabio education and conduct one (1) follow up with at least twenty (20) applications via email, LinkedIn, text message, or phone call to each of these 20 selected employers.
 - “Easy Apply” buttons are acceptable
2. Make reasonable efforts to be available for any interview requests by a recruiter or hiring manager interviews.
 - Availability must include the hours of 9 AM through 5 PM in the student’s time zone Monday through Friday.
3. Post at least two (2) GitHub contributions to my public GitHub profile on approved repositories. These contributions should be merged into the repository’s main branch.
4. Provide documentary proof of my job search activity as required by the job application platform provided by Sabio or as otherwise reasonably requested by Sabio.
 - Job search criteria must be disclosed including keywords, and location
5. Report, in the manner required by Sabio, all job (salaried, hourly, contractor, or otherwise) offers, interviews, and other positions within three (3) business days. This obligation includes reporting job offers and positions (i) for roles related or unrelated to my Sabio education and (ii) regardless of amount.
6. Meet, as requested, with any member of Sabio to discuss my job search. I may cancel no more than two (2) of these meetings unless otherwise arranged and approved by Sabio in writing.
7. Respond to any and all communications (email or inquiry) from the Sabio career services team within two (2) business days with the information requested unless otherwise arranged and approved by Sabio in writing.

8. Attend The Data Structures and Algorithm workshops two (2) times per week for at least 1 hour each visit.
9. Meet two (2) times per week with my career services staff member for a 1 on 1 meeting
 - These meetings will take place between the hours of 9 AM to 5 PM in the student's time zone
10. Meet with my assigned technical mentor.
11. Attend a Career Services group meeting.
12. Attend two (2) accountability meetings with other graduates/mentors.
13. Log a total of 10 hours of "coding time" Monday through Friday each week.
 - Weekend coding hours are not counted towards this time.
 - "Coding time" as tracked by a Sabio developer productivity tool of choice used in training which tracks time one spends with "fingers on the keyboard"

SUBMITTING A TUITION REFUND REQUEST

If you believe you qualify for the TRG, you must submit your application no later than thirty (30) days after the Termination Date, pursuant to the instructions outlined below, or otherwise provided to you by Sabio. The request must be in the form required by Sabio but at a minimum shall include:

- Your name
- Certificate of completion
- Documentary proof that you have satisfied all eligibility requirements, including proof that you have complied with the Career Commitment. It is your burden to prove you qualify for the TRG. Sabio has no obligation to preserve any records related to your TRG qualification.
- If requested by Sabio, pay stubs from all positions, regardless of the nature of the position you have held in the previous eighteen (18) months.
- If requested by Sabio, your most recent tax return.
- A certification under penalty of perjury that you are eligible for the TRG.

Failure to submit all required information within the required thirty (30) day period following the Termination Date is grounds for denial of the TRG. It is your responsibility to provide all necessary documentation.

Sabio reserves the right to request additional documentation necessary to assess your eligibility. You shall provide any required documentation within five (5) business days of request or your TRG may be denied.

PROCESS IF TRG IS DENIED

If Sabio determines you have not met all eligibility requirements for the TRG, it will deny your request in writing. Sabio will consider all requests in good faith, but is not required to provide any reasoning on its decision to you. Any denial is final.

PROCESS IF TRG IS GRANTED

If Sabio determines you have met the eligibility requirements for the TRG, your tuition obligation to Sabio shall be forgiven.

To the extent you paid for some or all of your tuition through a cash payment to Sabio, Sabio will refund this amount to you without interest.

If you pay your tuition using funds from a third party loan other than an approved lender you will still receive a refund on tuition amounts but will remain responsible for any interest, fees, and/or other obligations on such third party loan. Sabio may elect to provide the refund directly to the third party loan provider.

To the extent you have financed your Sabio education through a loan with an approved lender, your loan will be canceled. No further payments shall be due on your loan. Any amounts paid to the lender by you for fees or interest shall not be refunded, and remain the responsibility of the student.

Please note the following:

You are solely responsible for any tax consequences of the TRG. Please consult your tax advisor for any questions.

In addition, if you accept the TRG, the following shall occur:

- You will lose all access to Sabio job search services.
- You will be removed from any tools, databases, communications systems, or other benefits provided to Sabio alumni.
- You will have no future access to Sabio curriculum or learning kits.

AUDIT RIGHT

For a period of one-year following the Termination Date, Sabio reserves the right to audit any records you have provided related to the TRG. You must therefore retain all documents related to your TRG for two (2) years following your Sabio graduation. You must also provide Sabio any information requested to substantiate your eligibility for a TRG, including but not limited to your tax returns so that Sabio can confirm your employment history.

If Sabio determines that you provided any false information it may revoke the grant of your TRG and you will be responsible for paying the program tuition and fees, including your loan plus any accrued interest, if applicable.

DISPUTE RESOLUTION

As the exclusive means of initiating adversarial proceedings to resolve any dispute arising out of or relating to this agreement, your Sabio tuition, or your payments to Sabio (other than any proceeding commenced by either party seeking an injunction, a restraining order, or any other equitable remedy or a proceeding commenced by either party in small claims court), either party may demand that the dispute be resolved by binding arbitration administered by the American Arbitration Association in accordance with its Consumer Arbitration Rules available at www.adr.org. If AAA is completely unavailable, and if you and Sabio cannot agree on a substitute, then either you or Sabio may request that a court appoint a substitute. The rules in this arbitration agreement will be followed if there is disagreement between the agreement and

the arbitration forum's procedures. Judgment on any award rendered in any such arbitration may be entered in any court having jurisdiction. This arbitration agreement is governed by the Federal Arbitration Act (FAA).

Any such arbitration must be conducted by one arbitrator. If the claim is for \$25,000 or less, you may choose whether the arbitration will be conducted (1) solely on the basis of documents submitted to the arbitrator or (2) through a non-personal appearance based telephone or virtual hearing.

NO CLASS ACTION

YOU AND SABIO MAY EACH BRING CLAIMS AGAINST THE OTHER ONLY IN AN INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. CLAIMS OF TWO OR MORE PERSONS MAY NOT BE JOINED OR CONSOLIDATED IN THE SAME ARBITRATION UNLESS THEY ARISE FROM THE SAME TRANSACTION.

JURY TRIAL

You and Sabio hereby waive your respective right to a trial by jury in any proceedings arising out of this agreement, your Sabio tuition, or your payments to Sabio.

VALID NOTICE

For a notice under this agreement to be valid, it must be in writing and delivered by email to financialservices@Sabio.la (in the case of an email message from you to Sabio) or to the most current email address in Sabio's records (in the case of an email message from Sabio to you).

If a party sending an email notice under this agreement receives a machine-generated message that delivery has failed, for that notice to be valid the sender must deliver to the intended recipient a tangible copy of that notice with end-to-end tracking and all fees prepaid to the address stated at the top of this agreement (in the case of delivery by you to Sabio) or to the most current address in Sabio's records (in the case of notice from Sabio to you).

Sabio may change this notice address by providing notice to you.

CHANGING YOUR CONTACT INFORMATION

You must notify Sabio no later than fifteen (15) days after change in your primary residence, your phone number, email address, or any other contact information you previously provided to Sabio.

GOVERNING LAW

THIS AGREEMENT, THE LEGAL RELATIONS BETWEEN AND AMONG THE PARTIES AND THE ADJUDICATION AND THE ENFORCEMENT THEREOF SHALL BE GOVERNED BY AND INTERPRETED AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA, WITHOUT REGARD TO THE CONFLICTS OF LAW PROVISIONS THEREOF TO THE EXTENT SUCH PRINCIPLES OR RULES WOULD REQUIRE OR PERMIT THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION.

ASSIGNMENT

Please read all pages. They are part of your contract. Revision Date: 03/18/2023.

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You may not assign (1) any discretion granted under this agreement, (2) any right to satisfy a condition under this agreement, (3) any remedy under this agreement, or (4) any obligation imposed under this agreement. Any purported assignment in violation of the previous sentence will be void.

Sabio may assign all or part of its interest in this agreement with or without notice. All of your rights and obligations under this agreement, including terms and payments will remain unchanged in the event of a transfer by Sabio.

SABIO'S LIABILITY IS LIMITED

The liability of Sabio under this agreement is limited to the aggregate of tuition paid or owed to Sabio under your Enrollment Agreement. Only the limitations legally applicable to you will apply to the maximum extent permitted by law.

ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between you and Sabio regarding the TRG. Prior communications verbal or written shall be of no further effect or evidentiary value.

SEVERABILITY/MODIFICATION OF UNENFORCEABLE PROVISIONS

You acknowledge that if a dispute between the parties arises out of this agreement, your Sabio tuition, or your payments to Sabio, you would want the court to interpret this agreement as follows:

- with respect to any provision that it holds to be unenforceable, by modifying that provision to the minimum extent necessary to make it enforceable or, if that modification is not permitted by law, by disregarding that provision;
- if an unenforceable provision is modified or disregarded in accordance with this section, by holding that the rest of the agreement will remain in effect as written;
- by holding that any unenforceable provision will remain as written in any circumstances other than those in which the provision is held to be unenforceable; and
- if modifying or disregarding the unenforceable provision would result in failure of an essential purpose of this agreement, by holding the entire agreement unenforceable.

By checking this box, I certify that the information I have submitted here is true and correct, and understand that if it is false, that is a violation of this Agreement.

I understand that this is a legally binding contract. I have read, understood, and agreed to my rights and responsibilities.

Student Name	Signature of Student	Date
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School Official Accepting Enrollment - Signature, Name, & Title	Date
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