

The following document is an example Income Share Agreement for illustrative purposes only and cannot be used to establish Membership at Insight. For an official agreement that can be used to establish commitment to Insight, prospective Fellows must receive acceptance into Insight and complete the Income Share Agreement application through the Meratas website.

INCOME SHARE AGREEMENT

This Income Share Agreement (“**Agreement**” or “**ISA**”), outlines an arrangement for funding between Meratas (“**Company**”) and FELLOW NAME (“**Recipient**”). In this Agreement, Recipient may also be referred to as “**you**” and “**your**”; and the Company (together with the Platform Manager, Program Manager, and any of its or their successors, assigns, agents or designees) may also be referred to as “**we**,” “**our**” and “**us**”.

This Agreement outlines your financial obligation to share a portion of your future income with Company in exchange for the ISA Amount, which will be credited towards your admission into the Program.

This Agreement is in addition to any Program specific terms and/or materials (“Membership Guidelines”) provided to you by Insight. In the event of a direct conflict between the terms of this Agreement, and the Membership Guidelines, the Membership Guidelines shall apply.

For good and valuable consideration, we and you hereby agree as follows:

1. Definitions.

“**Business Day**” means Monday through Friday, *except for* federal holidays.

“**Contract Term**” means the period you have payment obligations under this Agreement. The Contract Term commences on the Effective Date and will expire at the earliest of: (i) Early Termination pursuant to Section 3 (ii) once you satisfy your Required Payments or reach the Payment Cap; or (iii) expiration of the Payment Window. Notwithstanding the previous sentence, your obligations pursuant to Section 4 to make timely payments, and pursuant to Sections 6, 7 and 8 to provide income documentation and to provide for income reconciliation, and the provisions of any section that by its terms are intended to survive expiration of this Agreement, including but not limited to Sections 13 and 15, shall remain in full force and effect after expiration of the term of this Agreement.

“**Customer Portal**” means the online account portal hosted by Meratas Inc. (the “**Platform Manager**”) and available at: <https://app.meratas.com/login>. Through the Customer Portal you may access copies of this Agreement, account related documentation and information about your payment terms, including payment authorizations. You may also use the Customer Portal to update your information, upload required documents and share information related to this Agreement.

“**Designated Account**” means a bank account designated by you for our use in verifying your identity and Earned Income.

“**Earned Income**” means your total wages and compensation, from any Relevant Role, as reported or required to be reported for income tax purposes. Earned Income shall not include: (i) the income of your children; (ii) any amount paid to you under title II or XVI of the Social Security Act or under a State program funded title IV under such Act; (iii) any amount received by you under the Child Nutrition Act of 1966; (iv) Employer benefits such as: equity, benefits, expense reimbursements, or Employer 401K contributions; or (v) income from dividends, interest or capital gains.

“**Effective Date**” means the date this Agreement is accepted and countersigned by Company.

“**Income Documentation**” means the documentation and records that prove what money you are being paid. This can include, for your relevant Earned Income, pay stubs, bank records or statements, deposit records, state and federal tax forms such as Form W-2, Form 1099 or other verifiable sources acceptable to us.

“**Income Share**” means the percentage of your Earned Income you will pay during the Contract Term. Your Income Share is twelve percent (12%).

“ISA Amount” means \$24,000, which represents the cash price associated with the Program.

“Minimum Threshold” (or **“Floor”**) means your gross, pre-tax, annual Earned Income of *less than* \$100,000 (equivalent to \$8,333.34 on a monthly gross pre-tax basis).

“Monthly Payment” means the dollar amount you will pay us on a monthly basis. This is calculated by taking your monthly Earned Income and multiplying it by the Income Share. If your monthly Earned Income changes, your Monthly Payments will also change proportionately as long as you timely update your Earned Income through your Customer Portal.

“Payment Cap” (or **“Ceiling”**) means the maximum amount you might pay under this Agreement, not including any fees and collection costs. Your maximum Payment Cap is \$39,000.

“Payment Window” means 48 months, and represents the maximum period of your payment obligations under this Agreement. Your Payment Window begins counting down on the month of your first Monthly Payment. At the end of the Payment Window, your payment obligations will terminate, irrespective of how many payments you made.

“Program” means the Insight Fellows Program, as described in Section 2 below.

“Program Manager” means a company, as designated by us or the Platform Manager, to assist with the collection of your payments, account communications and reconciliation of your Monthly Payments, among other things. One or more Program Managers may be designated by us during the term of your Agreement. The initial Program Manager is inProsper LLC.

“Relevant Role” means a role that aligns to the field of your Program, whether in a full-time, part-time or consulting capacity. “Relevant Role” does not include roles such as an Uber or Lyft driver.

“Required Payments” means the number of Monthly Payments you are required to make whenever your Earned Income is *greater than* the Minimum Threshold (calculated on a per month basis). You have up to 24 Required Payments.

2. Insight Fellows Program

Company agrees to provide you with access to the Program, in exchange for which, you agree to pay Company the Income Share during the Contract Term, subject to the terms of this Agreement. The Insight Fellows Program, or Program, is a seven-week professional training program that commences membership. The Program includes:

- Guidance from industry professionals throughout the creation of a project that serves as a portfolio piece to show hiring teams.
- Personally matching with companies, where you will be introduced to their relevant hiring team(s). Insight will help you prepare for any presentations and help you optimize your chances of being asked to interview.
- Interview preparation, including general preparation for relevant roles, as well as individual preparation and mock interviews for each company you interview with, tailored to your personal experience and skills.
- Receiving individual guidance in the negotiation of final employment terms once companies have made their offers to you.
- Access to financial assistance in the form of need-based and diversity-based scholarships to reduce the barriers to participating

Additionally, all Insight members receive lifetime membership benefits including:

- Exclusive access to our online platform, which includes real-time chat with other members, topic-specific discussion channels, a members directory, and an events page.
- Invitations to industry-focused events for Insight members only. These events focus on connecting members together and helping members grow further in their careers.
- Career coaching, mentoring, interview preparation and connections to new job opportunities to help you throughout your career.
- Access to a professional network of friends and acquaintances who are recognized as some of the top data scientists and engineers in the industry.

The Program does not guarantee employment, achieving any level of income, or benefits that will satisfy your professional requirements or aspirations; however, this Agreement will be terminated if you do not achieve the three conditions described below in Section 3. If you achieve the three conditions described below in Section 3, you are obligated to pay Company the Income Share as stated above during the Contract Term.

3. Cancellation, Insight Guarantee and Early Termination.

Cancellation.

You have a right to cancel this Agreement, without penalty, within 3 Business Days from the Effective Date (the “**Cancellation Period**”). If you cancel during the Cancellation Period this Agreement will be terminated at no cost to you, you will be withdrawn from the Program, and you will not have any further obligations. You may not cancel this Agreement after expiration of the Cancellation Period unless pursuant to the Insight Guarantee or the Early Termination provisions of this Section 3.

Insight Guarantee

You will be entitled to a cancellation of your Income Share Agreement if you do not meet the following employment criteria:

1. You accept an offer for a position that earns at least \$100,000 USD annually.
2. The accepted offer is dated on or before April 30, 2021.
3. The accepted offer is for employment within the field that is relevant to your Program.

Please refer to your Membership Guidelines, a copy of which is attached hereto as Exhibit A, for more details on the foregoing criteria and the Company’s cancellation procedures.

Early Termination.

You may terminate your ISA early at any time by paying us: (i) the applicable Payment Cap in effect for such period (ii) *less* all previously paid Monthly Payments, (iii) *plus* any outstanding fees (if any).

4. Monthly Payments and Payment Deferment.

Payment Due Date:

Monthly Payments are due on the first Business Day of each month.

When do your Monthly Payments begin:

Unless you are entitled to cancellation pursuant to the Insight Guarantee, your monthly payments will not begin until: (i) your monthly Earned Income meets or exceeds your monthly Minimum Threshold; *and* (ii) you have completed (or withdrawn from) the Program. Unless your Program offers you an extended grace period, your first Monthly Payment will be due on the first Business Day of the next month after items (i) and (ii) above have occurred.

Your Initial Monthly Payment:

Following your withdrawal or completion of the Program, your initial Monthly Payment will be calculated based on your Income Documentation, which you must provide by uploading to the Customer Portal. If you fail to timely provide us with your Income Documentation, we will assume that your Earned Income matches the average full-time income for occupations directly related to your Program and begin your payments at such amount.

Calculating your Monthly Payment:

Your Monthly Payment is calculated as: (A) your Income Share *multiplied by* (B) your monthly gross (pre-tax) Earned Income. All payments shall be applied first to fees, if any, and then to the Monthly Payment as due.

Changes to your Monthly Payment:

Your Monthly Payments may be adjusted if there are changes to your Earned Income. You must notify us of any changes in your Earned Income and you may be required to submit documentation evidencing those changes for the change to take effect.

At least once a year, by April 30th, you must provide us with your most current Income Documentation so that Monthly Payments may be re-assessed.

We may independently verify your relevant Earned Income through third party sources, including credit reporting agencies, payroll providers or other wage verification services, and may automatically adjust your Monthly Payment in accordance with

those changes. We may also impose an estimated Monthly Payment if you fail to verify your Earned Income as required under this Agreement. For more information, please refer to the “Income Verification” provisions included in this Agreement.

You may request we review the amount of your Monthly Payment each month. If you timely provide all required Income Documentation by the 15th of the month, then your change request (once approved) will be processed for the following month’s Required Payment. If you fail to provide all required Income Documentation prior to the 15th of a calendar month, then your change request (once approved) will be processed for the subsequent next full month’s Required Payment.

How can you defer (pause) your Monthly Payments:

When your monthly Earned Income is *less than* your monthly Minimum Threshold, your Monthly Payment will be zero (\$0.00) so long that you timely update your Income Documentation through the Customer Portal. Once your Income Documentation has been verified, you will be placed into Deferment status for the following month after which all requested Income Documentation has been reviewed and verified.

To be eligible for payment deferment, your account must be current and in good standing at the commencement of any requested deferment period.

What are your obligations during deferment:

During deferment, you must provide us with updated Income Documentation on a monthly basis, and as requested to maintain your eligibility for deferment. You must notify us within five Business Days if your monthly Earned Income increases to above the monthly Minimum Threshold.

Making your final Payment:

Your Monthly Payments will end upon the earliest to occur of: (i) you make all your Required Payments; (ii) you have cumulatively paid an amount equal to the applicable Payment Cap (plus any required fees); or (iii) you reach the end of your Payment Window. If you make all required payments on time during your Contract Term, you will not owe anything at the end of your Contract Term even if your total payments are less than the ISA Amount.

5. Making Your Payments.

How do you make payments?

Your Monthly Payments and related servicing communications will be handled by the Program Manager. The Program Manager may require you to set up a Designated Account that can be integrated with your Customer Portal. You may make your Monthly Payments by automatic ACH payments or other methods approved by the Program Manager.

Automatic ACH Payment.

You may voluntarily enroll in automatic ACH payments (“AutoPay”) during the application process or at a later time. Additional disclosures will be provided at the time of enrollment. By enrolling in AutoPay, you authorize the Program Manager to debit, on each due date, the Monthly Payments, including any fees, and amounts owed due to underpayment. You have the right at any time to revoke your prior authorization for electronic funds transfers, by providing written notice of such revocation (to be signed and uploaded to your Customer Portal) at least three (3) Business Days’ prior to a scheduled payment.

Manual Electronic Payments.

You may choose to manually make electronic payments. By choosing this method, you will be required to authorize the Program Manager to debit your bank account or debit card for a stated amount each time you want to make a payment.

Why you need to establish a Designated Account.

This Agreement requires you to share Earned Income and related information with us. We rely on information derived from your Designated Account activity to determine your Monthly Payment amount and to make appropriate adjustments based on your Earned Income. Therefore, you agree to establish and maintain during the Contract Term a bank account with a financial institution that allows us to view your account information and permits integration of that account with the Program Manager as necessary to permit tracking of your Earned Income, monitor account activity and balances, and perform reconciliations.

If you refuse or fail to establish a Designated Account or to permit integration with the Program Manager’s platform, you will still be obligated to make Monthly Payments and satisfy the terms of this Agreement.

Are you required to use the Designated Account?

Yes. While you are free to maintain other banks accounts, you agree to deposit all your Earned Income from any and all sources directly into your Designated Account during the Contract Term.

Payment Reminders.

You may receive electronic payment reminders and/or account statements. You will take all necessary steps to ensure that you can receive and access emails and text messages related to your Monthly Payments and this Agreement. If you do not receive a payment reminder or statement, your Monthly Payment will still be due on your regularly scheduled monthly due date.

Late Payment Fees.

Please refer to the ISA Disclosure Statement that accompanies this Agreement for a break down of any Fees you may be subject to.

6. Account Reconciliation.

What is account reconciliation?

We reserve the right to review your account periodically to ensure that your Monthly Payments are accurate. To accomplish this, we will verify your Monthly Payment amounts by reviewing the Income Documentation provided to us through the Customer Portal, including tax records. We may also use sources that are provided to us through independent means to reconcile your account.

When do we reconcile your payments?

- **Annual Reconciliation.** At a minimum, once per year, we may review your account to assess if you have either underpaid or overpaid your Monthly Payments through review of your Income Documentation, including any tax returns provided to us.
- **Periodic Reconciliation.** We may conduct a periodic review of your account to assess if you have either underpaid or overpaid your Monthly Payments.

What if you underpaid your account?

If you underpaid or failed to remit required Monthly Payments when due, we will notify you of the outstanding past due amount and any accrued late charges, which may include, subject to applicable law, a fixed monthly underpayment fee which shall not exceed \$500.00 per month, until such time as the discrepancy has been corrected. We will split that amount in up to six equal payments and include that additional amount with subsequent Monthly Payments. If you are not required to make a Monthly Payment, you are still obligated to make a payment for the amount of the underpayment. If there are less than six required Monthly Payments remaining in your ISA Term, the outstanding amount will be applied evenly over the remaining months of this Agreement in addition to your Monthly Payments. If this Agreement has terminated and we determine that you underpaid, we will bill you for, and you agree to pay, the past due amount.

If you underpaid an amount under \$250, we will apply that amount to your next Monthly Payment.

What if you overpaid your account?

If you overpaid, we will notify you of the overpayment and reduce your next Monthly Payment(s) by the amount of the overpayment. If we discover an overpayment after this Agreement has been satisfied, we will refund the excess amount to you after a final accounting is performed.

We reserve the right to address any over- or underpayment in a different manner.

7. Income Verification.

How do we verify your employment and income?

You will inform us of your relevant employer, job title, and Earned Income at least every **two months (and every month while in deferment)**, by uploading current Income Documentation to the Customer Portal. You agree to inform us of any changes in these items upon our request and further agree to confirm any changes to your Earned Income (including salary changes or periodic bonuses) within 5 Business Days of such change.

An ISA is a cooperative agreement that requires you to provide accurate information regarding your post-graduate income. Therefore, you will also be asked to, and you shall, consent to disclose otherwise confidential or protected information about your income to us for the sole purpose of correctly administering your ISA payments.

- **Independent Income Verification.** We may confirm your Earned Income independently using a number of sources including references provided to us, past and present employers, credit reporting agencies, payroll providers or other wage verification services. We may automatically adjust your Monthly Payments based on the information we obtain from those independent databases.
- **Income Documentation.** In order to verify your Earned Income, we will collect the following items to ensure you are always paying the proper amount under this Agreement:
 - Prior to your first Monthly Payment: A pay stub, letter from your employer, self-employment contract, consulting agreement, or other verifiable source. This is used to calculate your *initial* Monthly Payment.
 - By April 30 each year: A year-end pay stub, Form W-2, Form 1099, or Schedule K-1 for all sources of Earned Income and validation of the dates of your employment (showing prior year's earnings). This is used for account reconciliation.
 - Every time your income changes: A pay stub, letter from your employer, or other verifiable source (showing *current* earnings). This is used to re-calculate your Monthly Payments.
 - Upon Request: A completed and signed IRS Form 4506-T (or any successor form), designating us as the recipient of your tax return information for returns covering any and all months of your payment obligation, dated not earlier than 30 days before the date you provide it to us.

What happens if you cease communications or fail to provide Income Documentation?

If you fail to update your employment and income every two months (or once a month while in deferment), or fail to provide documentation to verify your employment and/or income upon our request, we may take the following actions:

- **Estimation of Monthly Payment.** We may assume that your Earned Income is equivalent to the average full-time income for occupations related to your Program. We will assess your Monthly Payment based on that estimated Earned Income amount and begin charging you for that amount.
- **Independent Verification of Monthly Payment.** We may attempt to independently verify your Earned Income through third party sources, including your references, past and present employers, credit reporting agencies, payroll providers or other wage verification services. If we verify your Earned Income, we will assess your Monthly Payment and begin charging you for that amount.
- **Review of Monthly Payment.** You may request that we reconsider any estimated or independently verified Monthly Payment. We may require you to submit Income Documentation in support of your review request.

8. Notice of Material Changes.

You agree to notify us by updating your Customer Portal within five (5) Business Days of any change in your:

- primary residence, phone number or email, or any other material change to information previously provided;
- employment status, including both terminations of employment and any new employment;
- monthly Earned Income;
- joint filing tax status (so we may exclude earnings of your spouse from the calculation of your Earned Income);
- Designated Account for purposes of Earned Income verification; and
- Deferment status.

9. Default and Remedies.

Unless expressly prohibited by law, you will be in default of this Agreement if:

- You do not make any scheduled Monthly Payment in full when it is due under this Agreement;
- You fail to report any change to your income and/or employment;
- You fail to affirm your income and employment every two months (and every month while in deferment);
- You file or become the subject of a bankruptcy or insolvency proceeding;
- You are unable to repay your obligations;

- You provided inaccurate, untrue, or incomplete information, or made false or misleading statements in your application; or
- You do not comply with any term of this Agreement.

Our remedies upon your default.

If you are in default, we will have all of the rights and remedies available at law or in equity, in addition to the specific rights and remedies set forth in this Agreement. We may exercise any, some or all of our rights and remedies, in our sole discretion including initiating reasonable collection efforts or imposing a default income share that is higher than the current rate (including reimbursement of the fee of any collection agency, which may be based on a percentage at a maximum of 35% of the amount owed, and all costs and expenses, including reasonable attorney fees incurred during collection efforts) to the extent permitted by applicable law.

If you are in default, we may require you to pay immediately the entire remaining balance of the ISA Amount, plus any fees and costs of collection, in full. Subject to the requirements of applicable law, we may do this without giving you any advance notice of presentment, acceleration or intent to accelerate.

Upon the occurrence of your default, we may assign our interest in and to this Agreement to a third-party, thereby vesting in such third-party all rights, powers and privileges of Company hereunder. Any delay in exercising any of these rights shall not constitute a waiver of such rights.

10. Truthfulness of Application.

By applying for an ISA, you represent and warrant that:

- all information provided in connection with your application is true and accurate and you have not provided any false, misleading or deceptive statements or omissions of fact;
- you have never been convicted of a felony or of any crime involving dishonesty or breach of trust under any federal or state statute, rule or regulation;
- you are not contemplating bankruptcy and you have not consulted with an attorney regarding bankruptcy in the past six months;
- you are at least 19 years of age and the age of majority in your state of current residence;
- during the Contract Term, you will not conceal, defer or transfer any of your Earned Income for the purpose (whether directly, indirectly, incidental or intentional) of avoiding/reducing your payment obligations hereunder;
- you will timely and fully provide all information and documentation as required or requested under this Agreement, and such information shall be true, complete and accurate in all respects;
- you will keep accurate records relating to your Earned Income; and you will retain copies of such information for one full year following the end of the Contract Term;
- you are currently, or will be by the time of the Program’s completion, legally permitted to work in the United States;
- you have filed all federal tax returns and reports as required by law, they are true and correct in all material respects, and you have paid all federal taxes and other assessments due; and
- you agree that you have not, and will not, enter into additional income-share agreements with us or any other person or entity that, in the aggregate, exceed twenty percent (20%) of your Earned Income.

11. Tax Treatment.

You agree and acknowledge that the federal, state and local income tax consequences of this Agreement are not certain, and that we have not provided you with any tax advice or assurance of specific consequences.

You agree and acknowledge that you have had an opportunity to consult with your own trusted advisor about the tax consequences of entering into this Agreement and the benefits of participating in the Program.

12. Consent to Contact.

You understand and agree that the Company, Platform Manager, Program Manager, and/or their designated agents or designees (including external collections agencies, where not prohibited by applicable law), may: (i) contact you for any lawful reason, including for the collection of amounts owed; (ii) monitor and/or record any of your phone conversations with us; and (iii) communicate and deliver any documents or notices related to this Agreement by electronic means. No such contact will be deemed unsolicited. You

agree to receive such documents or notices by electronic delivery and to participate through an on-line or electronic system established and maintained by us or a third party designated by us.

The Company, Platform Manager, Program Manager, and/or their designated agents or designees (including external collections agencies) may use automated telephone dialing, text messaging systems and electronic mail to provide messages to you about payment due dates, missed payments and other important information. The telephone messages may be played by a machine automatically when the telephone is answered, whether answered by you or someone else. These messages may also be recorded in your voicemail. You give us your permission to call or send a text message to any telephone number you provide us now or in the future and to play pre-recorded messages or send text messages with information about this Agreement over the phone. You agree that we will not be liable to you for any such calls or electronic communications, even if information is communicated to an unintended recipient. You understand that, when you receive such calls or electronic communications, you may incur a charge from the company that provides you with telecommunications, wireless and/or internet services. You agree that we have no liability for such charges.

You may contact us at any time to ask that we not contact you using any one or more methods or technologies described above.

13. Data.

You hereby consent to our, the Platform Manager's and Program Manager'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 and related systems and technologies; (b) to use the Data to improve and enhance any platform used by us, the Platform Manager or Program Manager, or for other development, diagnostic, and corrective purposes in connection with this Agreement or any other business of any of the foregoing entities; and (c) to disclose such information and data solely in aggregate or other de-identified form in connection with any legitimate business activity.

14. Consent to Income Verification; Credit Reporting.

You authorize each of the Company, the Platform Manager, Program Manager and/or their designated agents or designees to obtain your credit report, verify the information that you provide to us, and gather additional information that may help us assess and understand your performance under this Agreement. You understand and agree that we may verify your information (including employment and income verification) using a number of sources, including but not limited to consumer reporting agencies, third party databases, your past, present or prospective employers and any personal referrals you provide to us. You also understand and agree that we may obtain a credit report and gather additional information, including from the sources described above, in connection with the review or collection of your Agreement. If you ask, you will be informed whether or not we obtained a credit report and, if so, the name and address of the consumer reporting agency that furnished the report. You consent to our sharing of your information with our affiliates and financing parties, which we will do using reasonable data security procedures. You authorize us to report information about this Agreement to credit bureaus. Although this Agreement is not "a loan or other debt or credit instrument," 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 defaults under this Agreement may be reflected in your credit report.

15. Arbitration and Class Action Waiver.

As the exclusive means of initiating adversarial proceedings to resolve any dispute arising out of this Agreement, and whether involving the Company, Platform Manager, and/or Program Manager (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.

If AAA is completely unavailable, and if you and we cannot agree on a substitute, then either you or we 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 \$10,000 or less, you may choose whether the arbitration will be conducted: (i) solely on the basis of documents submitted to the arbitrator; or (ii) through a non-personal appearance based telephone hearing.

NO CLASS ACTION. RECIPIENT MAY ONLY BRING CLAIMS 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.

NO JURY TRIAL. TO THE MAXIMUM EXTENT PERMITTED BY LAW, YOU AND WE WAIVE ALL RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHTS UNDER THIS AGREEMENT OR UNDER ANY AGREEMENT, INSTRUMENT OR OTHER DOCUMENT CONTEMPLATED HEREBY OR RELATED HERETO AND IN ANY ACTION DIRECTLY OR INDIRECTLY RELATED TO OR CONNECTED WITH THE ISA PROVIDED FOR HEREIN, OR ANY CONDUCT RELATING TO THE ADMINISTRATION OR ENFORCEMENT OF SUCH ISA (INCLUDING WHETHER BY OR AGAINST THE PLATFORM MANAGER OR PROGRAM MANAGER) OR ARISING FROM THE RELATIONSHIP OF ANY OF THE PARTIES REFERENCED HEREIN. YOU ACKNOWLEDGE THAT THIS WAIVER MAY DEPRIVE YOU OF AN IMPORTANT RIGHT AND THAT SUCH WAIVER HAS KNOWINGLY BEEN AGREED TO BY YOU.

16. General Provisions.

Governing Law. This Agreement is governed by the laws of New York and, only to the extent required by applicable law, the laws of the jurisdiction where you reside, and not the conflicts of law principles of any jurisdiction.

Severability / Survival of Agreement. Except as otherwise provided herein and to the extent not prohibited by law, if any provision of this Agreement is held to be invalid or unenforceable, such determination shall not affect the validity or enforceability of the remaining provisions of this Agreement. If this entire Agreement is held invalid or unenforceable then you agree to modify this Agreement as necessary to make the Agreement enforceable.

Delay of enforcement and waiver. We will not lose any of our rights if we delay or choose not to take any action for any reason. We may waive our rights without notifying you.

Waiver of ISA Due to Death or Total and Permanent Disability. We will waive your remaining obligations under this Agreement upon your death or if you become totally and permanently disabled. If applicable, you or your estate must provide us with any tuition refund, which we will apply to the ISA Amount. If you would like to assert a waiver based on total and permanent disability, you will need to submit an application accompanied by a physician's statement and such other information or documentation that we may require, showing that you are unable to work in any occupation due to a condition that began or deteriorated after the Effective Date and that the disability is expected to be permanent. If we approve your disability waiver application, such waiver will only be effective as of the date of the completed and approved application.

Assignment. Except as provided by applicable law, we may sell, assign or transfer this Agreement in whole or in part without your permission and without prior notice to you. Any assignee or assignees will take our place under this Agreement. If you pay us or the Program Manager after we notify you that we have transferred this Agreement, we can return the payment to you, forward the payment to the assignee, or handle it in any other way that we deem reasonable. You do not have the authorization to assign this Agreement, and any attempt to do so will be considered null and void.

Notices. Any notice required or permitted to be given under this Agreement shall be in writing and sent via electronic mail to you or through the Customer Portal. Any notices from you to us shall be in writing and uploaded to the Customer Portal.

Limitation of Liability. In no event shall Company, Platform Manager or Program Manager be liable to you for any lost profits or special, exemplary, consequential or punitive damages.

Entire Agreement. This Agreement, along with your Insight Offer Letter, sets forth the entire agreement and understanding of you and us 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. Only to the extent as necessary to comply with developing federal or state laws as may be applicable to ISAs, we may amend this Agreement by providing you notice via the customer portal or to your address as designated therein.

17. Marital Property.

If you are married or get married and file your taxes jointly with your spouse, you agree to provide evidence of your individual Earned Income so that we can exclude your spouse's income from your Monthly Payment. If you are married and live in Wisconsin on the date you sign this Agreement or during the Contract Term, your signature on this Agreement confirms that any financial

obligation incurred as a result of this Agreement 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 Agreement or during the Contract Term, you agree to hold your Earned Income in a separate bank account from your spouse.

18. Execution; Electronic Signature.

You and we agree that electronic signatures are intended to authenticate this writing and to have the same force and effect as manual signatures. "**Electronic signature**" means any electronic sound, symbol, or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record pursuant to the New York Electronic Signatures and Records Act (N.Y. State Tech. §§ 301-309) as amended from time to time. Execution may be completed in counterparts, which together constitute a single agreement. Any copy of this Agreement (including a copy printed from an electronic image) shall have the same legal effect as an original.

19. Notice to Recipient.

- **Do not sign this Agreement before you read it or if it contains any blank spaces.**
- **You are entitled to an exact and completely filled-in copy of this Agreement. Keep it to protect your legal rights.**
- **This Agreement is covered by federal and state laws and you may have rights under such laws.**
- **By signing below, you acknowledge that you have read this entire Agreement carefully and agree to its terms.**

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

The following document is an example Income Share Agreement for illustrative purposes only and cannot be used to establish Membership at Insight. For an official agreement that can be used to establish commitment to Insight, prospective Fellows must receive acceptance into Insight and complete the Income Share Agreement application through the Meratas website.

COMPANY:

Meratas

RECIPIENT:

FELLOW NAME

By: _____ **VOID – EXAMPLE ONLY** _____

By: _____ **VOID – EXAMPLE ONLY** _____

Name:

Title: Authorized Signatory

Date:

Date:

EXHIBIT A MEMBERSHIP GUIDELINES

[to be attached]