

Student: [Name]
[Address]
[Email address]



Bloom Institute of Technology
548 Market St STE 69148
San Francisco, CA 94101

INCOME SHARE AGREEMENT

This income share agreement is between BloomTech Inc. (“BloomTech”) and a student (“you”). You have previously completed an application to become a BloomTech student. Prior to or concurrently with signing this agreement, you and BloomTech are signing an enrollment agreement in which BloomTech accepts you as a student. Your entering into the enrollment agreement is a condition to BloomTech admitting you to the program of educational services outlined in your enrollment agreement. If you sign this agreement before signing an enrollment agreement, you are agreeing to BloomTech’s standard enrollment agreement currently in effect until such time as you sign an enrollment agreement.

BloomTech charges tuition, but instead of paying tuition directly, a student may elect to have BloomTech provide tuition funding on behalf of that student. That student commits to paying BloomTech a fixed percentage of their income each month toward the cost of attending BloomTech, up to a maximum number of payments and a maximum amount, on condition that the student’s income is equal to or above the monthly equivalent of \$50,000 annually.

In this agreement, you commit to reporting your income and to making a number of monthly payments in return for BloomTech providing tuition funding on your behalf and acknowledge and accept that the total ISA amount due may be more than the total tuition cost.

Under this agreement, you will pay a fixed percentage of your income each month for up to a maximum number of payments (see example chart below).

You acknowledge that the income-tax consequences of this agreement are uncertain and that BloomTech has not provided you with any tax advice and has not assured you of specific tax consequences. You acknowledge that you have had an opportunity to consult with your own advisors about the tax implications of entering into this agreement.

IF YOU CANCEL

If you terminate this agreement during the allowable full cancellation period (if any), as specified in your enrollment agreement, you will not owe BloomTech anything under this agreement.



YOUR PAYMENTS

Here's a summary of the key details of your monthly payments under this agreement. More information is provided elsewhere in this agreement, including the final Truth in Lending disclosure.

Amount you owe under this ISA	\$19,000
Percentage of your monthly earned income you must pay BloomTech	14%
Minimum monthly earned income required for monthly payments	\$4,166.67
Equivalent annual earned income	\$50,000
Maximum number of monthly payments	48
Maximum term of this agreement	95 months
Maximum total amount you are required to pay (excluding down payment and fees for late or failed payments)	\$40,000

FEES FOR LATE OR FAILED PAYMENTS

Here are the fees you might have to pay.

if BloomTech doesn't receive a monthly payment by the 15th of the month it is due	\$5
if BloomTech receives a monthly payment but that payment fails because you don't have enough money in your account, or for any other reason	\$5

EXAMPLES OF WHAT YOU MIGHT HAVE TO PAY

This table shows some examples of monthly and total payments under this agreement at different income levels.



Monthly Income	Equivalent Annual Income	Monthly Payment	Total Amount Paid	Number of Payments
Less than \$4,166.67	Less than \$50,000	Not applicable	\$0	None
\$4,166.67	\$50,000	\$583.33	\$28,000	48
\$5,000.00	\$60,000	\$700.00	\$33,600	48
\$5,833.33	\$70,000	\$816.67	\$39,200	48
\$6,666.67	\$80,000	\$933.33	\$40,000	43
\$7,500.00	\$90,000	\$1,050.00	\$40,000	39
\$8,333.33	\$100,000	\$1,116.67	\$40,000	35
\$10,000.00	\$120,000	\$1,400.00	\$40,000	29

DETERMINING YOUR MONTHLY PAYMENTS

The amount of each of your monthly payments is equal to 14% of your earned income in the previous month, plus any fees you owe under this agreement. You are not required to make a monthly payment if your earned income for the previous month is less than \$4,166.67.

What "Earned Income" Means

For purposes of this agreement, "earned income" means all you are paid or that you earn. Earned income is your gross income earned or received in exchange for performing services, whether as an employee, independent contractor, paid intern, business owner or partner, before taxes or any other withholdings (including contributions to retirement plans and savings plans). For example, the US Internal Revenue Service for the 2019 reporting year defines income to include on an annual basis (a) the sum of Line 1 (Wages, salaries, tips, etc.) of IRS Form 1040, Line 1 of IRS Schedule C (Form 1040) (Gross receipts or sales), as reported or required to be reported on U.S. federal income Tax returns. All of those are examples of "earned income."

Earned Income does not include (1) income earned by your children or spouse (if any), (2) any money you inherit, (3) any amounts paid to you under the Social Security disability insurance program (title II of the Social Security Act) or the Supplemental Security Income program (title XVI of the Social Security Act), or (4) any amounts paid to you under the Child Nutrition Act of 1966.



Establishing Your Earned Income

Every month or as requested by Bloom Tech you must inform BloomTech of your earned income. You must also inform BloomTech no later than five (5) days after starting work in any new position.

You must submit to BloomTech via the Income-Sharing managers online portal (described below) the following documentation evidencing your earned income:

- before your first monthly payment and every time your earned income increases or decreases, a pay stub, letter from your employer, independent-contractor agreement, or other evidence of your monthly income
- by 30 April each year, a year-end pay stub, form W-2, form 1099, schedule K-1, or other official documentation showing your sources of earned income and the dates of your employment for the previous calendar year
- if BloomTech requests it, a completed and signed IRS form 4506-T (or any successor form) designating BloomTech as the recipient of your tax return information for returns covering any months for which you are required to make a monthly payment, dated no earlier than 30 days before the date you provide it BloomTech

You authorize BloomTech to verify your earned income and your credit history by checking with your employer (for example through the employer's verification line), credit reporting agencies, payroll providers, or other services. You acknowledge that BloomTech may adjust your monthly payments to reflect any information so discovered. And BloomTech might review public information about your employment and income, such as your profile on social media or job sites. BloomTech will act reasonably in verifying your earned income but ultimately it will be up to BloomTech to decide whether your documentation or other materials sufficiently prove your earned income.

You must notify BloomTech no later than thirty (30) days if you change your tax filing status from single filing to joint filing (or vice-versa), so BloomTech knows whether to exclude earnings of your spouse when calculating your earned income.

Setting Your Monthly Payments

Based on the available information, including information you provide, BloomTech will determine the amount of your monthly payments.

BloomTech may estimate one or more of your monthly payments for any period during which you fail to submit to BloomTech documentation evidencing your earned income as required under this agreement. In making such an estimate, BloomTech may assume that



your earned income is equivalent to the average full-time income for occupations related to your BloomTech program.

At any time you may ask BloomTech to confirm the amount of your next monthly payment.

Should you wish to prepay your ISA, please reach out to BloomTech via email at financialservices@bloomtech.com.

WHEN YOU MUST START MAKING MONTHLY PAYMENTS

You are required to begin making payments once the period for full cancellation has expired and you have either (i) withdrawn from, or are withdrawn from (for any reason) BloomTech, or (ii) completed your BloomTech program . You will have a one-month grace period before your first payment is due. The first month for which you are required to make a monthly payment is the second full month in which your earned income exceeds the minimum. Here are two examples:

- if you graduate from BloomTech on 15 May and on 5 June you start a job for which you are paid monthly \$4,166.67 or more and in June you are paid \$4,166.67 or more, the first month for which you must make a monthly payment is August
- if you graduate from BloomTech on 15 May and on 20 June you start a job for which you are paid monthly at least \$4,166.67 but in June you are paid less than \$4,166.67, the first month for which you must make a monthly payment is September

For purposes of this agreement only, you have completed your BloomTech program upon the earlier of (1) the date for completing your program specified in your enrollment agreement and (2) your accepting a position after the date specified in your enrollment agreement on which you are responsible for the entire amount of tuition funding allocated to your program.

Your monthly payment for a given month is due on the first business day of the following month.

Your ISA obligation will be deemed paid in full once (1) you have paid the maximum amount of \$40,000 (excluding down payment and late or failed payment fees), (2) you have made 48 monthly payments, or (3) you have not been required to make a monthly payment for a total of 48 months from when you are first required to make monthly payments, whichever is the earliest to occur. The maximum term of this agreement is 95 months.



HOW TO MAKE MONTHLY PAYMENTS

Income-Sharing Manager and Other BloomTech Partners

BloomTech has appointed an income-sharing manager to administer students' monthly payments and this agreement generally. BloomTech might on one or more occasions replace the income-sharing manager, or itself act as or serve some functions of the income-sharing manager. You acknowledge that any income-sharing manager and its or BloomTech's partners will be authorized to act on behalf of BloomTech for all purposes relating to this agreement. You may also need to accept or be subject to terms, policies, or other practices of the income-sharing manager or other partners.

Payment Options

The income-sharing manager will offer you the option of making your monthly payments by automated clearing house (ACH) payment. If you elect to pay in this manner, you would authorize the income-sharing manager to deduct from the designated account, as it comes due, the amount of each monthly payment, until such time as you withdraw your authorization. Or you could instead elect to pay by another method approved by BloomTech or the income-sharing manager. BloomTech or the income-sharing manager might in the future provide additional payment options or programs, subject to eligibility requirements set by BloomTech in its sole discretion.

Your Designated Bank Account

You must establish and maintain through the online portal during the term of this agreement a bank account with a financial institution designated by the income-sharing manager. The income-sharing manager will be permitted to view your transactions on that account. That information will help determine the amount of your monthly payments. You may maintain other bank accounts too, but you must deposit all of your earned income after taxes or any other withholdings (including contributions to retirement plans and savings plans) into your designated bank account. It would violate this agreement for you to deposit some of your earned income after taxes or any other withholdings (including contributions to retirement plans and savings plans) in a bank account other than your designated bank account.

The income-sharing manager sends or calls with payment reminders and account statements by email, phone, or SMS, or all of these—do whatever is necessary to make sure you receive them. If you don't receive a reminder to make a monthly payment, that will not affect the due date of that monthly payment.



Online Portal

The income-sharing manager maintains an online portal that will allow you to access a copy of this agreement, documentation relating to your account, and information about your payment terms, including the amount of your next monthly payment, when it's due and any past due amounts.

Through this portal you will be able to update your information, upload documents, and change how you authorize payment of monthly amounts.

Account Reconciliation

BloomTech might review your account at any time to ensure that your monthly payments accurately reflect your earned income.

If you underpaid or failed to pay one or more monthly payments, BloomTech will notify you in writing of what you owe and any late charges. In BloomTech's discretion, any amount you owe will be added to one of your future monthly payments, will be spread evenly over a maximum of six (6) future monthly payments, or, if you are not required to make a monthly payment or if this agreement has been terminated, will be billed to you separately.

If you overpaid, BloomTech will notify you of the overpayment and reduce your next one or more monthly payments by the amount of the overpayment. If BloomTech discovers an overpayment after this agreement has terminated, it will refund the excess amount to you.

CHANGE OF STATUS

Withdrawing Early

If you withdraw from your program or are dismissed from the program after the applicable full cancellation period (if any), as specified in your Enrollment Agreement, has passed you might be required to pay BloomTech an amount up to the maximum total amount you are required to pay under this agreement, as set forth in your enrollment agreement. You must notify BloomTech if you wish to withdraw from the program pursuant to BloomTech policies.

Disability

If you die or become totally disabled, as determined by the U.S. Social Security Administration, due to a condition that began or deteriorated after the date of this agreement, you will not be required to pay BloomTech what you owe under this agreement, including any past due amounts and fees, during the period of total disability.



Please email financialservices@bloomtech.com for more information concerning this section.

DEFAULT

Except as provided by law, you will be in default under this agreement if any of the following occurs:

- you do not pay a monthly payment in full when due or otherwise fail to do something as required under this agreement or your enrollment agreement
- you provide inaccurate or incomplete information as part of this agreement, in your BloomTech application, ISA application, your enrollment agreement, or any other written communication with BloomTech
- you begin a voluntary bankruptcy case under title 11 of the United States Code
- anyone begins an involuntary bankruptcy case against you under title 11 of the United States Code and either (1) the case is not dismissed by midnight at the end of the 60th day after it is begun or (2) the court hearing the case issues an order approving the case
- you fail generally to pay your debts as they become due (other than any debts for which you dispute in good faith your liability or the amount) or you acknowledge in writing that you are unable to do so

Remedies

BloomTech will have all remedies available by law.

DISPUTES

Arbitration

As the exclusive means of initiating adversarial proceedings to resolve any dispute arising out of or relating to this agreement, your BloomTech tuition, or your payments to Bloom Tech (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 BloomTech cannot agree on a substitute, then either you or BloomTech 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 BLOOMTECH 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 BloomTech hereby waive your respective right to a trial by jury in any proceedings arising out of this agreement, your BloomTech tuition, or your payments to BloomTech.

YOUR INFORMATION AND YOUR PRIVACY

BloomTech may use information you provide BloomTech under this agreement to improve its administration of income share agreements with its students and for its other operations, including working with its partners in servicing, collecting, transferring its rights, or otherwise related to this agreement. Otherwise, BloomTech may disclose information you provide BloomTech under this agreement only if it is aggregated with information from other students or has removed from it all information that identifies it as originating with you. BloomTech owns any information derived from or based on the information you provide BloomTech. BloomTech maintains a privacy notice at www.bloomtech.com/privacy-policy. If you have any concerns about how BloomTech treats your information, please contact BloomTech through its website.

CONTACTING EACH OTHER

Valid Notice

For a notice under this agreement to be valid, it must be in writing and delivered by email to financialservices@bloomtech.com (in the case of an email message from you to



BloomTech) or to the most current email address in BloomTech's records (in the case of an email message from BloomTech to you), or submitted to the income-sharing manager's online portal (in the case of an email to the income-sharing manager). It will be deemed to have been received when sent, even if the sender receives a machine-generated message that delivery has failed.

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 BloomTech) or to the most current address in BloomTech's records (in the case of notice from BloomTech to you).

Other Communications

For any reason related to this agreement, including any amounts you owe, BloomTech may contact you at any physical or electronic addresses or numbers (including wireless cellular telephone numbers, ported landline numbers, VOIP, or other services) you have provided BloomTech or provide BloomTech in the future. BloomTech may use any means of communication, including postal mail, electronic mail, voice calls, text messaging, and recorded messages using automatic-dialing devices. You may ask that BloomTech not contact you using one or more of these means of contacting you, and the law might impose restrictions on how BloomTech contacts you.

Changing Your Contact Information

You must notify BloomTech no later than thirty (30) days after change in your primary residence, your phone number, email address, or any other contact information you previously provided BloomTech.

OTHER TERMS

Governing Law

New York law governs all adversarial proceedings arising out of this agreement, your BloomTech tuition, or your payments to BloomTech.

Transfers

You may not transfer (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 transfer in violation of the previous sentence will be void.

BloomTech might transfer all or part of its interest in this agreement. All of your rights and obligations under this agreement, including terms and payments will remain unchanged in the event of a transfer by BloomTech. If BloomTech transfers its entire interest in this agreement to someone else and by mistake you pay BloomTech or its income-sharing manager after that transfer, BloomTech has the choice of forwarding your payment to the transferee or its project manager, returning the payment to you, or handle it in any other way BloomTech thinks reasonable.

Your Application

You state that all information you provided in your BloomTech application was complete and accurate when you submitted your application.

Your Age

You state that you are the age of majority or older in the state where you currently reside. (The age of majority is the age at which you are considered an adult and responsible for your actions in the legal sense.)

Citizenship

You state that you are a citizen of the United States, a permanent resident of the United States, or a Deferred Action for Childhood Arrivals (DACA) recipient.

No Other Income Share Agreements

You state that you are not currently party to any other income share agreements with BloomTech or anyone else. You must not enter into another income share agreement with anyone else during the term of this agreement.

BloomTech's Liability Is Limited

The liability of BloomTech under this agreement is limited to the aggregate of all payments you have made to BloomTech under this agreement. Only the limitations legally applicable to you will apply to the maximum extent permitted by law.

Modifying Unenforceable Provisions

You acknowledge that if a dispute between the parties arises out of this agreement, your BloomTech tuition, or your payments to BloomTech, 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
- 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 signing below, you acknowledge that you have read all of this agreement carefully and agree to its terms.

_____ Date: _____
[NAME OF STUDENT]

_____ Date: _____
BloomTech Inc.